

Incentivise Investment Fund

Supplementary Product Disclosure Statement

28 February 2023

IMPORTANT INFORMATION

This Supplementary Product Disclosure Statement dated 28 February 2023 (**SPDS**) supplements the Product Disclosure Statement for the Incentivise Investment Fund ARSN 657 944 100 (**Fund**) dated 11 May 2022 (**PDS**) and issued by Vasco Responsible Entity Services Limited ACN 160 969 120 AFSL 434533 (**Vasco**).

This SPDS should be read together and construed together with the PDS.

A number of defined terms are used in this SPDS, the meaning of these terms is explained in section 12 (**Glossary**) of the Product Disclosure Statement.

To the extent that there is any inconsistency between any statement contained in this SPDS and any other statement contained in the PDS or in any information or in any document incorporated by reference into, and forming part of, the Product Disclosure Statement, the statements contained in this SPDS will prevail.

1 Issuance of Target Market Determination (version 2)

On 28 February 2023, a version 2 (two) of the Target Market Determination (TMD) for the Incentivise Investment Fund ARSN 657 944 100 (Fund) was approved by the Issuer, Vasco Responsible Entity Services Limited (Vasco).

A TMD sets out a class of consumers for whom the product, including its key attributes, would likely be consistent with their likely objectives, financial situation and needs. The TMD additionally outlines the distribution conditions and information related to review and monitoring as well as certain other information.

For persons interested in distributing this financial product or applying for Units in the Fund, any and all information contained in this SPDS, PDS, TMD and other incorporated documents should be carefully considered before making a decision whether to invest in this Fund.

A copy of the current TMD may be obtainable from the Vasco website: www.vascofm.com

Application Form

Incentivise Investment Fund



Use this application form if you wish to invest in:

Incentivise Investment Fund

The Supplementary Product Disclosure Statement (SPDS) for the Incentivise Investment Fund (Fund) dated 28 February 2023 and the Product Disclosure Statement (PDS) dated 11 May 2022, includes information about the purchasing of Units in the Fund. Any person who gives another person access to the Application Form must also give the person access to the SPDS, PDS and any incorporated information. You should read the SPDS, PDS and any incorporated information before completing this Application Form.

The Responsible Entity of the Fund is Vasco Responsible Entity Services Limited (Vasco) ACN 160 969 120, AFSL 434 533. Vasco or a financial adviser who has provided an electronic copy of the SPDS, PDS and any incorporated information, will send you a paper copy of the SPDS, PDS 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 the Administration Manager on +61 3 8532 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 the relevant 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 and submission

Mail your completed Application Form and identity verification documents to:

Vasco Fund Services Pty Limited
Level 4, 99 William Street
Melbourne VIC 3000

If you have any questions regarding this form or the required Customer Identification requirements, please contact the Administration Manager on +61 3 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 10 ensuring ALL bank account signatories have signed;
- if paying via cheque, ensure cheque is made payable to 'Perpetual CT Limited ACF Incentivise Investment Fund' and attach it to this Application Form; and provide
- read the declaration and provide all relevant signatures and identification documents required for all signatories.

Application Form

Incentivise Investment Fund



PLEASE USE BLOCK LETTERS AND BLACK INK TO COMPLETE THIS APPLICATION FORM

1. Investment details

Is this a new investment or an additional investment?

New investment **▶ Please proceed to section 2.**

Additional investment **▶ Existing account name**

Existing account number

Please proceed to section 6. If you provide any information in any other section, this will override any previous information provided.

2. Investor type

- Individual investor or joint investors – also complete ‘Customer Identification Form – Individuals and Sole Traders’
- Sole Trader – also complete ‘Customer Identification Form – Individuals and Sole Traders’
- Super Fund – also complete ‘Customer Identification Form – Superannuation Funds and Trusts’
- Trust – also complete ‘Customer Identification Form – Unregulated Trusts and Trustees’
- Australian company – also complete ‘Customer Identification Form – Australian Companies’
- Foreign company – also complete ‘Customer Identification Form – Foreign Companies’
- Other – contact the Administration Manager on +61 3 8352 7120 for other Customer Identification Forms.

Each of the above forms is available at www.vascofm.com

3. Investor name

3A. Individual investor/joint investors/sole trader

Investor 1

Surname

Full given name(s)

Title (Mr/Mrs/Miss/Ms) Date of birth / /

Business name of sole trader (if applicable)

Investor 2

Surname

Full given name(s)

Title (Mr/Mrs/Miss/Ms) Date of birth / /

3B. Super fund/Trust/Australian company/foreign company/other

Name of entity

3C. Account designation (if applicable)

Provide the name of the person for whom the investment is being made (if applicable). Please note we do not accept investments from people under 18 years of age; however, investments may be designated on their behalf.

Surname

Full given name(s)

Title (Mr/Mrs/Miss/Ms)

We are only required to act on instructions from the investors listed in 3A and 3B. Vasco is not bound to take any notice of any interest of any person listed in 3C.

4. Contact details

This is the Investor's 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. Personal attributes

In relation to our Design and Distribution Obligations (DDO) under the Corporations Act, a Target Market Determination (TMD) has been made available at <https://vascofm.com>. You should read and carefully consider the TMD before investing.

We will review the responses to the questions set out below and consider those answers against the Fund's key attributes set out in the TMD, and assess whether we consider it is likely you are within the target market and whether the Fund would likely be consistent with your likely objectives, financial situation and needs.

We may seek further information from you and reserve the right to reject an application if we consider you are not within the target market.

Personal Advice Have you received personal financial product advice in relation to this investment? Yes No

Explanation: You have received advice from a licensed financial adviser who has considered either your objectives, financial situation or needs in providing the advice.

Note: If you answer 'Yes', please provide further detail below. You do not need to complete the remainder of this questionnaire.

Adviser name

Adviser company

Adviser email or phone contact

AFS Licence name (if known)

AFS Licence number

Investment Objective Do you seek Capital Growth from your Investment? Yes No

Do you accept your capital is not guaranteed? Yes No

Note: An investment in the Fund is not capital guaranteed. If you selected 'No', then this product is not suitable for you.

The Fund will not provide income distribution. Do you accept this? Yes No

Note: If you selected 'No', then this product is not suitable for you.

Asset Allocation Will this investment represent 10% or less of your total investable assets? Yes No

Note: An investment in the Fund is only suitable for use as a satellite/small allocation (i.e., up to 10% of your assets available for investment excluding your residential home). If you selected 'No', then this product is not suitable for you.

Minimum Investment Time Frame The suggested minimum investment timeframe for this Fund is 3 years. Do you accept this? Yes No

Note: The Fund is considered high to very high risk which means returns (positive or negative) may fluctuate significantly from year-to-year. Therefore, the suggested minimum investment timeframe for this Fund is 3 years. If you selected "No", then this product may not be suitable for you.

11. 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 Application Form..

I/We declare that:

- all details in this Application Form and all documents provided are true and correct and I/we indemnify Vasco 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 SPDS and all information incorporated into the PDS 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 SPDS and PDS (including the incorporated information) and current Trust Deed of the Fund (each as amended from time to time);
- I/we have carefully considered the features of the Fund as described in the current SPDS, PDS and TMD (including its investment objectives, minimum suggested investment timeframe, risk level, withdrawal arrangements and investor suitability) and, after obtaining any financial and/or tax advice that I/we deemed appropriate, am/are satisfied that my/our proposed investment in the Fund is consistent with my/our investment objectives, financial circumstances and needs;
- 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 invitation to subscribe for units in the Fund in Australia and represent and warrant to Vasco that I/We are permitted to invest in the Fund without Vasco obtaining any further authorisation, registration or certification in any country other than Australia and agree to indemnify Vasco for any loss suffered if this warranty is untrue;
- 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 SPDS and PDS. 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 SPDS and PDS, 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 SPDS and PDS;
- 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 PDS 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 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 not a United States citizen or resident of the United States for tax purposes, nor am/are I/we subject to the reporting requirements of FATCA;
- 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.

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.

Please note all signatories are required to provide a certified copy of their passport, drivers licence or other identification document(s) considered suitable to Vasco.

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 Constitution). 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.



Incentivise Investment Fund

ARSN 657 944 100

Product Disclosure Statement

11 May 2022

Responsible Entity

Vasco Responsible Entity Services Limited
ACN 160 969 120 | AFSL 434 533

Investment Manager

SD Investment Managers Pty Ltd
ACN 655 175 812

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IMPORTANT INFORMATION

This Product Disclosure Statement (PDS) is dated 11 May 2022. This PDS details the features, benefits, risks and general information about the Incentivise Investment Fund ARSN 657 944 100 (Fund).

The responsible entity for the Fund and issuer of this PDS is Vasco Responsible Entity Services Limited ACN 160 969 120 AFSL 434 533 (Responsible Entity).

The Responsible Entity has appointed SD Investment Managers Pty Ltd ACN 655 175 812 (Investment Manager) as the investment manager of the Fund. The Investment Manager is a corporate authorised representative (No. 001295916) of DHF Investment Managers Pty Ltd ACN 607 120 570 AFSL 509932.

The Responsible Entity has appointed Perpetual Corporate Trust Limited ACN 000 341 533 AFSL 392673 (Perpetual Corporate Trust or Custodian) as the Fund's custodian.

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

By investing under this PDS, the recipient agrees to be bound by the terms and conditions set out in this PDS.

Glossary

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

Images

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

Questions

Any questions regarding this PDS should be directed to either

- the Investment Manager on 1300 980 632, 03 9056 5592 or at info@incentivise.com.au or at Level 14 / 350 Collins Street, Melbourne VIC 3000 or Level 54 / 111 Eagle Street, Brisbane QLD 4000; or
- the Responsible Entity on +61 3 8352 7120 or at info@vascofm.com or at Level 4, 99 William Street, Melbourne VIC 3000, Australia.

Updated information

Information in this PDS may change. Updated information that is not considered materially adverse to Investors is subject to change from time to time and will be made available on the Responsible Entity's website. In accordance with the Responsible Entity's obligations under the Corporations Act, the Responsible Entity may issue a replacement or supplementary PDS published on the Responsible Entity's website at www.vascofm.com. You can also find this information on the Investment Manager's website at incentivise.com. You should read any replacement or supplementary disclosures made in conjunction with this PDS prior to making any investment decision.

ASIC

ASIC takes no responsibility for the contents of this PDS.

Restrictions on distribution

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

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

Not regulated by APRA

The Responsible Entity is not authorised under the Banking Act and is not supervised by the Australian Prudential Regulation Authority (APRA), and investments in the Fund are not covered by the deposit or protection provisions available to depositors that make a deposit with an Australian authorised deposit-taking institution (ADI).

Investor to undertake own due diligence

Information contained in this PDS has been provided to prospective Investors to assist them to make an assessment of whether or not to invest in the Fund.

The Responsible Entity has not sought to verify independently any statements contained in this PDS about the investments proposed by the Investment Manager, the Investment Manager's business or the business of any other parties named in this PDS.

Prospective investors should read this PDS 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 PDS before making a decision to invest.

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

IMPORTANT WARNING STATEMENTS

No performance guarantees

None of the Investment Manager, the Responsible Entity, 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 Responsible Entity 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 Responsible Entity, 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 PDS, 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 ADI.

Prospective Investors should read the whole of this PDS before making a decision about whether to invest in the Fund. The information contained in this PDS 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 PDS as tax or investment advice.

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

Investors should refer to Section 5 under the heading "How to withdraw" for details of the withdrawal rights.

No representation other than this PDS

Except where expressly disclosed, the information contained in the PDS has not been independently verified or audited.

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

Responsible Entity limitation of liability

Except in certain circumstances (including fraud, gross negligence or default by the Responsible Entity), the Responsible Entity enters into transactions for the Fund in its capacity as responsible entity of the Fund only, not in its own capacity, and its liability in relation to those transactions is limited to the assets of the Fund.

Forward looking statements

Certain information contained in this PDS 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 PDS, 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 PDS 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 Responsible Entity 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 PDS are forward-looking statements and subject to this disclaimer.

Summary of key documents only

This PDS 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 Responsible Entity). Investments in the Fund are governed by the Constitution and associated documents and nothing in this PDS limits or qualifies the powers and discretions conferred upon the Responsible Entity and the Investment Manager under those documents. This PDS 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 PDS, 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.

Letter from the Investment Manager

Dear Investor,

As directors of SD Investment Managers Pty Ltd (**SD**), we are delighted to present you with this opportunity to participate in the Incentivise Investment Fund (the **Fund**). The Fund will invest into property development projects in Australia focussed on mainland capital cities and large regional locations and will aim to deliver for you a Target Return of 15% per annum (after fees and expenses).

The Fund will be investing in ownership of special purpose vehicles (**SPVs**) set up for specific development projects (**Projects**). This will include off market properties and targeted site identification, comprehensive financial feasibility, attentive and prudent development management and a strong exit strategy through an integrated sales and marketing approach.

The investment managers of the Fund have extensive experience and knowledge in identifying and acquiring development opportunities to allow for optimum results and returns.

The Fund's responsible entity is Vasco Responsible Entity Services Limited (**Vasco**). Vasco is part of a corporate trustees services 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 \$2.5 billion Australian Unity Healthcare Property Trust and the \$1.5 billion AIMS Industrial REIT listed on the Singapore Stock Exchange (**SGX**).

We recommend you read this Product Disclosure Statement (especially Section 8 "Risks") before making a decision to invest in the Fund and consult a suitably qualified professional adviser to ensure that an investment in the Fund suits your individual requirements.

On behalf of the Investment Manager, we look forward to your participation with us in this investment opportunity.

Regards

Mark Merry and Rob Mathieson
Directors
SD Investment Managers Pty Ltd

1. Key Features of the Fund

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

Key feature	Summary	Details
Roles and Responsibilities		
Investment Manager	SD Investment Managers Pty Ltd	7.1
Responsible Entity	Vasco Responsible Entity Services Limited	7.3
Custodian	Perpetual Corporate Trust Limited	7.4
Administration Manager	Vasco Fund Services Pty Limited	7.5
Auditor	PKF Melbourne Audit & Assurance Pty Ltd	7.6
Investment Strategy and Offer Terms		
Investment Strategy (Overview)	The Investment Strategy is to identify and secure property development opportunities that provide investors with a value-add opportunity through acquisition to development completion. This will include off market properties and targeted site identification, comprehensive due diligence, conservative financial feasibility, attentive and prudent development management and a strong exit strategy through an integrated sales and marketing approach.	2
ASIC Benchmark and Disclosure Principles	The Australian Securities & Investments Commission (ASIC) requires responsible entities of unlisted property schemes in which retail investors invest to provide a statement addressing ASIC's six benchmarks and eight disclosure principles as set out in 'Regulatory Guide 46: Unlisted Property Schemes – improving disclosure for retail investors' (RG 46). These benchmarks and disclosure principles aim to help retail investors compare risks, assess the rewards being offered and decide whether the investments are suitable to them. Please see Section 3 for an outline of the Fund's compliance with these benchmarks and principles.	3
Fund Structure	The Fund is an open-ended unlisted registered managed investment scheme structured as a unit trust established by the Responsible Entity pursuant to the Constitution and is governed by Australian law. The Fund provides Investors an opportunity to acquire Units in the Fund which entitles them to returns generated by the Fund.	3
Target Return	The Investment Manager is targeting a return to Investors of 15% per annum (after fees and expenses). This is a Target Return only and is not a forecast or a guaranteed return.	-
Minimum Term	There is a Minimum Term of 3 years from the date of issue of an Investor's Units before Investors can participate in any withdrawal offers made by the Responsible Entity. The Responsible Entity retains the discretion to allow Investors to participate in withdrawal offers prior to the end of their Minimum Term. Any exercise of discretion will be subject to the Responsible Entity's duty to act in the best interests of all Investors and duty to treat Investors of the same Unit Class equally.	5.2
Minimum Investment	\$20,000. Any subsequent investment will trigger a new Minimum Term for that investment amount before Investors can participate in a withdrawal offer for that part of their investment. The Responsible Entity reserves the right to accept Applications for lesser amounts at its absolute discretion.	-

Applications	<p>Applications can be made by completing the Application Form attached to or accompanying this PDS or via the Investment Manager’s website, www.incentivise.com.au.</p> <p>Applications received during each calendar month that are accepted are expected to be processed within 10 Business Days after the end of that month.</p>	<p>5.1 and 6.2</p>
Target Market	<p>As at the date of this PDS, the Target Market for the Fund is those investors seeking capital growth to be used as a satellite/small allocation within a portfolio where the Investor has a long-term investment timeframe, high risk/return profile and does not require regular withdrawals.</p> <p>The Fund’s Target Market Determination has been made available at the Responsible Entity’s website, https://vascofm.com.</p>	<p>2.6</p>
Distribution of Income	<p>The Responsible Entity intends to calculate distributions of income at the end of each financial year. Distributions should only be made at the completion of projects in which the Fund invests.</p> <p>The Investment Manager may retain from amounts available for distribution such amounts as it considers necessary for reserves, management fees, taxes, and expenses of the Fund, which may result in no distributions being made despite surplus cash existing. Pending distribution to Investors, the Fund may invest in cash and cash equivalents (i.e., acceptable bank deposits) or such other similar creditworthy and liquid investments as determined by the Fund. Distributions are not guaranteed.</p>	<p>6.3</p>
Withdrawals	<p>Given the nature of the Fund’s investments, an investment in the Fund should be considered an illiquid investment. The Responsible Entity expects that withdrawal offers will only be made following the completion of a Project, subject to available liquidity.</p> <p>Investors will have no right to withdraw from the Fund prior to the end of their Minimum Term of 3 years. To withdraw, Investors should submit to the Responsible Entity, a valid Withdrawal Request pursuant to a withdrawal offer .</p> <p>The minimum redemption amount is \$20,000. The minimum remaining holding amount is \$10,000. Where such minimum remaining holding is not met after a redemption request, the Fund retains the discretion to compulsorily redeem all of the relevant Investor’s investments.</p> <p>Where there are insufficient funds to satisfy all Withdrawal Requests pursuant to any withdrawal offer, they will be satisfied on a pro-rata basis and carried over to subsequent withdrawal offers.</p> <p>Where there is remaining liquidity after a withdrawal offer has been made and all Withdrawal Requests of Investors that have met their Minimum Term have been satisfied, the Responsible Entity may allow investors who have not met their Minimum Term to participate in a subsequent withdrawal offer, in its absolute discretion.</p>	<p>5.2</p>
<p>ASIC Benchmarks and Disclosure Principles</p> <p><i>Below is a summary of the Responsible Entity’s statements in respect of each of the benchmarks and disclosure principles in RG 46. More detail for each is provided in section 3 of this PDS</i></p>		
Benchmarks and related Disclosure Principles (Summary)	<p>Benchmark 1: Gearing Policy, Disclosure Principle 1: Gearing Ratio and Disclosure Principle 3: Scheme Borrowing</p> <p><i>Yes - The Fund meets the benchmark</i></p> <p>The Responsible Entity maintains a written ‘Gearing policy’ which the Fund complies with and is available on request by contacting the Responsible Entity. The Fund does not currently have any borrowings but SPVs invested in may borrow up to 70% of the total development cost of each property development. It is intended that funds will be borrowed from Australian banks or other credit providers.</p> <p>Benchmark 3: Interest Capitalisation</p> <p><i>No - The Fund does not meet the benchmark</i></p> <p>Interest expenses of the Fund are intended to be capitalised on credit facilities which fund developments.</p>	<p>3</p>

	<p>Benchmark 4: Valuation Policy <i>Yes - The Fund meets the benchmark.</i></p> <p>The Responsible Entity maintains a written ‘Valuation Policy’ that complies with RG 46 and is available on request by contacting the Responsible Entity. See Section 2.4 for more information about this policy.</p> <p>Benchmark 5 and Disclosure Principle 5: Related Party Transactions <i>Yes - The Fund meets the benchmark</i></p> <p>The Responsible Entity maintains a related party transaction policy that provides a framework for the review of the terms of all related party transactions. The policies and procedures are in place to mitigate the risk of any actual or perceived conflict of interest, including as a result of a related party transaction. See Section 8.13 and Disclosure Principle 5 below for information about the related party disclosures for this PDS.</p> <p>Benchmark 6 and Disclosure Principle 6: Distribution Practices <i>Yes – The Fund meets the benchmark</i></p> <p>The Responsible Entity will only pay distributions from the net realised income and/or capital gains of the properties.</p>	
<p>Other Disclosure Principles (Summary)</p>	<p>Disclosure Principle 4: Portfolio Diversification As at the date of this PDS, the Fund holds no property. Please refer to the Investment Manager’s ‘Property Selection Criteria’ in Section 2.2 for more information about the Investment Manager’s intended approach to portfolio diversification.</p> <p>Disclosure Principle 7: Withdrawal Arrangements Investors should treat the Fund as “illiquid” as there is no automatic right of redemption of Units. Withdrawal terms apply and are subject to the liquidity of the Fund and at the discretion of the Responsible Entity. Investors in the Fund will only be able to withdraw if the Responsible Entity makes a withdrawal offer and they have held their Units for their Minimum Term. The Responsible Entity has no obligation to make any withdrawal offers. See Section 5.2 for more information about the Fund’s withdrawal terms.</p> <p>Disclosure Principle 8: Net Tangible Assets The disclosure principle does not apply to this Fund as it only applies to closed-end schemes and this Fund is an open-ended scheme.</p>	<p>3</p>
<p>Fees and costs <i>All fees outlined below are inclusive of GST and net of input tax credits.</i></p>		
<p>Responsible Entity fees</p>	<p>The Responsible Entity is entitled to an ongoing annual fee, paid monthly in arrears, of 0.31% per annum of the gross asset value (GAV) of the Fund up to and including \$100m plus 0.21% per annum of the GAV of the Fund above \$100m and up to and including \$200m plus 0.1% per annum of the GAV of the Fund above \$200m, subject to a minimum fee of \$62,700 per annum</p> <p>The Responsible Entity is additionally entitled to regulatory levy recovery fee of \$1,568 plus \$75 per \$1M of Gross Asset Value.</p> <p>The Responsible Entity fees form part of management fees and costs of the Fund as detailed in Section 9. The Responsible Entity is also entitled to certain establishment and termination fees outlined further in Section 9.</p>	<p>9</p>
<p>Investment Manager fees</p>	<p>The Investment Manager is entitled to an ongoing investment management fee of 1.03% per annum of the GAV of the Fund, paid monthly in arrears.</p> <p>The Investment Manager is also entitled to recoup certain establishment costs outlined further in Section 9. These fees and costs form part of management fees and costs of the Fund as detailed in Section 9.</p> <p>The Investment Manager is also entitled to a profit share equal to 50% of the net profits of each Project. Any profit share arrangement between the Investment Manager and a third party partner will be paid from this 50%.</p>	<p>9</p>

Transaction costs	Transaction costs include the costs incurred by the Fund when buying or selling assets. These costs will vary from year to year but are estimated to be 3.60% per annum of the GAV of the Fund. .	9
Entry and Exit fees	Entry fee equal to 4.4% of the successful Applicant's application monies. The Responsible Entity will deduct the entry fee from each Applicant's application monies at the time Units are issued to the Applicant for the balance of the application monies. No exit fees.	9
Expenses	The Responsible Entity has the right to be reimbursed for expenses incurred by it in the proper performance of its duties in respect of the Fund. These are the costs incurred in the establishment and operation of the Fund, including fees payable to the Custodian, Administration Manager and Auditor, incidental expenses of the Investment Manager and also other administrative expenses such as accounting and legal advice, insurances, consulting fees, costs relating to Investor meetings and registry fees. The expenses form part of the management fees and costs as disclosed in Section 9. These expenses will vary from year to year, but are estimated to be 1.17% per annum of the GAV of the Fund for the current financial year.	9
Cooling-off periods, taxation; and risks		
Cooling-off period	A cooling-off period may apply depending on the Fund's investments at the time of an Investor's application. See Section 11.2 for more details.	11.2
Taxation	The effect of tax and stamp duty on investors is complex and Investing in the Fund is likely to have tax consequences. Section 10 of this PDS provides a general outline of some taxation considerations, including in respect of duty (often referred to as stamp duty). The Investment Manager intends to minimise the prospect of duty being payable by Investors on the issue, transfer or redemption of Units. However, as the Fund will acquire and hold interests in land, there is no guarantee that this intention will be realised and characterisation and circumstances of the Fund from a duty perspective may change without notice, such that stamp duty is payable by Investors. It is highly recommended that investors should seek their own professional independent tax advice specific to their own circumstances before investing in the Fund.	10
Risks	All investments involve varying degrees of risk. While there are many factors that may impact on the performance of any investment, Section 8 summarises some of the major risks that prospective investors should be aware of before 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, and 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.	8

2. Investment Strategy

2.1. Overview

The Fund will indirectly invest into property development projects (Projects) in Australia focussed on mainland capital cities and large regional locations. The Fund will do this by investing in the equity of special purpose vehicles (SPVs) set up for specific Projects. The Fund’s aim is to deliver a Target Return of 15% per annum (after fees and expenses).

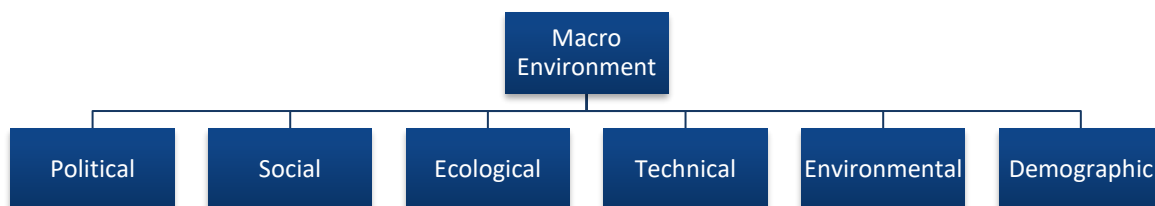
The Fund’s investment strategy is to identify and secure property development opportunities that provide investors with a value-add opportunity through acquisition to development completion. This may include off-market properties and targeted site identification, comprehensive due diligence, conservative financial feasibility, attentive and prudent development management and a strong exit strategy through an integrated sales and marketing approach.

As of the date of this PDS, the Fund intends to invest in residential developments or mixed-use related projects.

2.2. Property Selection Criteria

Projects are selected based on a due diligence criteria checklist.

At a macro level, Project selection criteria includes the following:



The following criteria apply to the sourcing of each individual Project:



2.3. Property Investment and Divestment Strategy

To ensure consistency throughout each Project the following processes are adhered to:



2.4. Valuation Policy

The Responsible Entity maintains and complies with a written valuation policy for the Fund, which is reviewed at least annually or more regularly as market circumstances dictate. This policy is outlined below, and may change from time to time. Any updates regarding this valuation policy will be provided on the Responsible Entity's website at www.vascofm.com.

The Responsible Entity endeavours to provide Investors with timely and accurate information about the value of the Fund's investments. There are many different methodologies for compiling the likely value of an individual property and no one method can reliably be used to value all properties. In short, one valuation method cannot always cover all neighbourhoods and properties with greater accuracy and consistency than all others.

Different methods may become more or less appropriate from time to time or from property to property as more or less information relevant to that method may be available at different times.

Taking these factors into account, each property will be valued quarterly (or as otherwise determined) by the Responsible Entity's directors, or as delegated, and will be done based on the following formula:

Property Acquisition Costs + Development Costs to date of valuation + Percentage of forecast profit based upon time since property acquisition and forecast completion or sale date.

These figures will be based on an independent valuation made by a registered valuer before the property is purchased and at any other times the Responsible Entity, or the Fund's Auditors, may deem necessary or as required by the Corporations Act, Corporations Regulations 2001 and/or any ASIC policy from time to time.

Property Acquisition and Development Costs may include:

- Site acquisition costs

- Accrued consultant costs
- Council costs
- Site capital work costs

The Responsible Entity believes that this approach to valuation as well as traditional valuation methods will provide its Investors with the most appropriate approach to long term investment holdings.

For further and up-to-date information about the Fund's valuation policy, see RG 46 Unlisted property schemes: Improving disclosure for retail investors online at www.vascofm.com.

2.5. Borrowings

The SPVs in which the Fund will invest may borrow up to 70% of the Total Development Cost (TDC) of each Project.

Loans may be negotiated by the Investment Manager with Australian banks or other credit providers.

Borrowings will be on a property-by-property basis and will mostly be secured by mortgage over the relevant property acquired by the SPV. However, in certain circumstances the Responsible Entity, upon instruction from the Investment Manager, may, at its discretion, use multiple properties to secure any debt facility.

The Investment Manager considers gearing (that is, taking on debt) to fund the purchase of property is an effective means of maximising the returns available across the portfolio. Investors are encouraged to read the risks in Section 8 to further consider the risks of any borrowings.

3. ASIC Benchmarks and Disclosure Principles

3.1. ASIC Regulatory Guide 46 Disclosure

The Australian Securities & Investments Commission (**ASIC**) requires responsible entities of unlisted property schemes in which retail investors invest to provide a statement addressing ASIC's six benchmarks and eight disclosure principles as set out in 'Regulatory Guide 46: Unlisted Property Schemes – improving disclosure for retail investors' (**RG 46**).

These benchmarks and disclosure principles aim to help retail investors compare risks, assess the rewards being offered and decide whether the investments are suitable to them.

Below are the Responsible Entity's statements in respect of each of the benchmarks and disclosure principles in RG 46.

In accordance with the requirements of RG 46, these statements will be updated for any material changes that the Responsible Entity becomes aware of, and in any event, at least every six months. The updated statement will be included on the Responsible Entity's website at www.vascofm.com.

3.2. Disclosure principles and Benchmarks

Benchmark 1: Gearing Policy

RG 46.31 – The Responsible Entity maintains and complies with a written policy that governs the level of gearing at an individual credit facility level.

Yes - The Fund meets the benchmark

The Responsible Entity maintains a written 'Gearing and Interest Cover Policy' which the Fund complies with. This policy is available on request by contacting the Responsible Entity, and is reviewed and updated from time to time. The purpose of this policy is to provide guidance and explanation in relation to the calculation and limits of the gearing and interest cover ratios. The Gearing Ratio indicates the extent to which all of a Fund's assets are funded by interest bearing liabilities. Low gearing ratios can mean a lower reliance on external liabilities (primarily borrowings) to fund assets and can be viewed as a measure of financial strength of the Fund.

The Policy contains relevant formulas for the calculation of the Gearing Ratio for the Fund and for an individual credit facility, as below:

Gearing Ratio of a Fund is calculated as:

$$\frac{\text{Total Fund interest-bearing liabilities}}{\text{Total Fund assets}}$$

The Policy confirms the gearing ratio of the Fund will be calculated and disclosed in compliance with Disclosure Principle 1 of RG 46. Unless otherwise disclosed, calculations will be made based on the Fund's latest financial statements.

Benchmark 2: Interest Cover Policy

RG 46.36 – The Responsible Entity maintains and complies with a written policy that governs the level of interest cover at an individual credit facility level.

Yes - The Fund meets the benchmark

The Responsible Entity maintains a written 'Gearing and Interest Cover Policy' which the Fund complies with. This policy is available on request by contacting the Responsible Entity and is reviewed and updated from time to time. The purpose of this policy is to provide guidance and explanation in relation to the calculation and limits of the gearing and interest cover ratios.

The interest cover ratio gives an indication of the Fund's ability to meet interest payments from earnings. An interest cover ratio of below 1 indicates a fund is not generating sufficient revenues to satisfy interest expenses. Therefore, the Policy provides that the Investment Manager will target to limit the interest cover ratio to be no less than 1 times at an individual credit facility level and Fund level. This is a target only and not a limit.

The Policy confirms that where the Fund borrows, an interest cover ratio in respect of each individual credit facility will be disclosed, and the interest cover ratio of the Fund will also be calculated and disclosed in compliance with Disclosure Principle 2 of RG 46.

Further details regarding the calculation of ratios are outlined in the Policy.

Benchmark 3: Interest Capitalisation

RG 46.41 – The interest expense of the scheme is capitalised.

No - The Fund does not meet this benchmark

Interest expenses of the Fund are intended to be capitalised on credit facilities related to development projects, as the Fund is not expected to generate income during development to service the credit facility. The interest expense and loan principal will be paid from the development proceeds upon sale of the completed development. The terms of any loan facility entered in to will be such that interest is capitalised to reflect the nature of a development project.

Potential risks associated with interest being capitalised include that the development process for a project may extend beyond a proposed timeframe or a project may be sold at an amount less than anticipated or initially valued. Each of these outcomes may adversely affect Investor returns.

Benchmark 4: Valuation Policy

RG 46.45 – The Responsible Entity maintains and complies with a written valuation policy that conforms to ASIC's requirements at RG 46.45, or must explain why they do not.

Yes - The Fund meets the benchmark

The Responsible Entity maintains a written 'Valuation Policy' that complies with RG 46, available on request by contacting the Responsible Entity.

See Section 2.4 for more information about this policy.

Benchmark 5: Related Party Transactions

RG 46.53 – The Responsible Entity maintains and complies with a written policy on related party transactions, including the assessment and approval processes for such transactions and arrangements to manage conflicts of interest.

Yes - The Fund meets the benchmark

The Responsible Entity maintains a related party transaction policy that provides a framework for the review of the terms of all related party transactions. The policy details the circumstances and conditions as to when related party transactions are permitted and any supporting evidence required in relation to such transactions, including that:

- Any transactions involving related parties of the Responsible Entity are disclosed to Investors. Any new related party transactions are subject to a review process according to the policy and need to be either on “arms-length” terms or otherwise approved by investors.
- The details of any known transaction between the Responsible Entity and a related party of the Investment Manager should also be disclosed to Investors. Any transactions not previously disclosed can only proceed if considered by the Responsible Entity to be on “arms-length” terms or otherwise approved by investors.
- Where an Investment Manager proposes that a fund enter into a transaction with its related party and the terms of the transaction were not previously disclosed to investors, they are required to complete a notification form which initiates the Responsible Entity’s review process.

Investors can contact the Responsible Entity if they have further questions regarding this policy.

The Responsible Entity currently complies with its related party transaction policy and procedures. See Section 8.13 and Disclosure Principle 5 below for information about the related party disclosures for this PDS.

Benchmark 6: Distribution Practices

RG 46.57 – The Fund will only pay distributions from its cash from operations (excluding borrowings) available for distributions.

Yes – The Fund meets the benchmark

The Responsible Entity will only pay distributions from the net realised income and/or capital gains arising from the sale of the properties.

Disclosure Principle 1: Gearing Ratio

RG 46.62 – The Responsible Entity should disclose the Fund’s gearing ratio as calculated in accordance with the prescribed formula.

RG 46.63 – The liabilities and assets used to calculate the gearing ratio should be based on the Fund’s latest financial statements.

RG 46.64 – If the scheme has material off-balance-sheet financing, the Responsible Entity should also disclose a ‘look through’ gearing ratio that takes into account such financing.

RG 46.65 – The Responsible Entity should explain what the gearing ratio means in practical terms, and how investors can use the ratio to determine the Fund’s level of risk.

The Responsible Entity intends to disclose the level of direct gearing and look-through gearing for the Fund using the following formula:

$$\text{Gearing ratio} = \frac{\text{Total interest-bearing liabilities}}{\text{Total assets}}$$

The gearing ratio represents the percentage of debt compared to the gross assets of the Fund. As such it indicates the extent to which the Fund assets are funded by interest-bearing liabilities.

A higher gearing ratio means a higher reliance on external liabilities (primarily borrowings) to assets. A highly geared fund has a lower asset buffer to rely upon in times of financial stress.

As at the date of this PDS, the Fund has no borrowings as the Fund has not begun acquiring properties. However, as detailed in Section 2.5 the SPVS in which the Fund invests will borrow up to 70% of TDC value of each property development to be acquired in order to fund any purchase.

Disclosure Principle 2: Interest Cover Ratio

RG 46.71 – The Responsible Entity should disclose the Fund’s interest cover ratio calculated in accordance with the prescribed formula.

RG 46.72 – The EBITDA and interest expense figures used to calculate the interest cover ratio should be consistent with those disclosed in the Fund’s latest financial statements.

RG 46.74 – The Responsible Entity should explain how investors can use the interest cover ratio to assess the Fund’s ability to meet its interest payments.

For the purposes of this RG 46 disclosure, the interest cover ratio is calculated by using the following formula:

$$\text{Interest cover ratio} = \frac{\text{EBITDA} - \text{unrealised gains} + \text{unrealised losses}}{\text{Interest expense}}$$

where EBITDA = earnings before interest, tax, depreciation and amortisation.

The interest cover ratio gives an indication of an entity’s ability to meet interest payments on debt from its earnings. It is an important indication of financial health and key to analysing the sustainability and risks associated with the Fund’s level of borrowing.

As at the date of this PDS, the Fund has no borrowings. However, as detailed in Section 2 the SPVs in which the Fund invests will borrow up to 70% of TDC of each property development used to secure any loan.

Interest expenses of the Fund are intended to be capitalised on credit facilities related to development projects, as the Fund is not expected to generate income during development to service the credit facility. The interest expense and loan principal will be paid from the development proceeds upon sale of the completed development. The terms of any loan facility entered in to will be such that interest is capitalised to reflect the nature of a development project.

Disclosure Principle 3: Scheme Borrowing

RG 46.78 – If the Fund has borrowed funds (whether on or off-balance sheet) the Responsible Entity should clearly and prominently disclose:

- *for each borrowing that will mature in five years or less – the aggregate amount owing and the maturity profile in increments of not more than 12 months;*
- *for borrowings that will mature in more than five years – the aggregate amount owing;*
- *the amount (expressed as a percentage) by which either the operating cash flow or the value of the asset(s) used as a security for the facility must fall before the Fund will breach any covenants in any credit facility;*
- *for each credit facility:*
 - o *the aggregate undrawn amount;*

- *the assets to which the facility relates;*
- *the loan to-valuation and interest cover covenants under the terms of the facility;*
- *the interest rate of the facility; and*
- *whether the facility is hedged;*
 - *details of any terms within the facility that may be invoked as a result of Fund members exercising their rights under the constitution of the Fund;*
 - *the fact that amounts owing to lenders and other creditors of the Fund rank before investor's interests in the Fund.*

RG 46.79 – If any of the Fund's borrowings or credit facilities are to mature within the next 12 months, the Responsible Entity should make appropriate disclosure about the prospects of refinancing; or possible alternative actions (e.g., sales of assets or further fund raising).

RG 46.80 – The Responsible Entity should explain any risks associated with the Fund's borrowing maturity profile, including whether borrowings have been hedged and, if so, to what extent.

RG 46.81 – The Responsible Entity should disclose any information about Fund borrowing and breaches of loan covenants that is reasonably required by investors.

As at the date of this PDS, the Fund has no borrowings. However, as detailed in Section 2 the SPVs in which the Fund invests will borrow up to 70% of TDC of each property development to be acquired in order to fund any purchase.

It is intended that funds will be borrowed from Australian banks or other credit providers, and that interest will be capitalised.

Borrowings will be on a property-by-property basis and will mostly be secured by mortgage over the relevant property acquired by the Fund. However, in certain circumstances the Responsible Entity, upon instruction from the Investment Manager, may, at its discretion, use multiple properties to secure any debt facility or provide a general security interest to a financier over all of the Fund's assets.

Repayment of borrowings ranks ahead of Investors' interests in the Fund, and payment of interest on borrowings must be funded prior to any distributions being made to Investors.

Disclosure Principle 4: Portfolio Diversification

RG 46.87 – The Responsible Entity should disclose the current composition of the Fund's direct property investment portfolio, including:

- *properties by geographic location, by number and value;*
- *non-development properties by sector (e.g., industrial, commercial, retail and residential) and development projects by number and value;*
- *for each significant property, the most recent valuation, the date of the valuation, whether the valuation was performed by an independent valuer and where applicable, the capitalisation rate adopted in the valuation;*
- *the portfolio lease expiry profile in yearly periods calculated on the basis of lettable area or income and, where applicable, the weighted average lease expiry;*
- *the occupancy rates of the property portfolio;*
- *for the top five tenants that each constitute 5% or more by income across the investment portfolio, the name of the tenant and percentage of lettable area or income; and*
- *the current value of the development and/or construction assets of the Fund as a percentage of the current value of the total assets of the Fund.*

RG 46.88 – Disclosure should cover the Responsible Entity's investment strategy on these matters, including its strategy on investing in other unlisted property schemes, whether the Fund's current assets conform to the investment strategy and an

explanation of any significant variance from this strategy. The Responsible Entity should also provide a clear description of any significant non-direct property assets of the Fund, including the value of such assets.

As at the date of this PDS, the Fund holds no property, however it is anticipated that by the end of the first year that the Fund has been in operation, the Fund will hold two properties each with a value of approximately \$5 million, located in the eastern states of Australia, likely in Queensland or Victoria initially.

The Fund intends to invest indirectly in development properties, and it is anticipated that the portfolio of the Fund will mostly consist of purchasing and developing properties, sold upon completion of each project.

Please refer to the Investment Manager's 'Property Selection Criteria' in Section 2.2 for more information about the Investment Manager's intended approach to portfolio diversification.

Disclosure Principle 5: Related Party Transactions

RG 46.98 – REs that enter into transactions with related parties should describe related party arrangements relevant to the investment decision. The description should address:

- *the value of the financial benefit;*
- *the nature of the relationship (i.e., the identity of the related party and the nature of the arrangements between the parties, in addition to how the parties are related for the purposes of the Corporations Act or ASX listing rules – for group structures, the nature of these relationships should be disclosed for all group entities);*
- *whether the arrangement is on 'arm's length' terms, is reasonable remuneration, some other exception applies, or relief has been granted;*
- *whether Fund member approval for the transaction has been sought and, if so, when (e.g., if member approval was obtained before the issue of interests in the Fund);*
- *the risks associated with the related party arrangement; and*
- *whether the responsible entity is in compliance with its policies and procedures for entering into related party transactions for the particular related party arrangement, and how this is monitored.*

Policies and procedures are in place to mitigate the risk of any actual or perceived conflict of interest, including as a result of a related party transaction - see Benchmark 5 above for more information.

The Administration Manager is a related party of the Responsible Entity. Fees payable to the Administration Manager are detailed in Section 9. While the Responsible Entity reasonably considers the appointment of the Administration Manager to be on arms-length terms it does not guarantee that this is the case.

The Investment Manager and its subsidiaries (related parties) may invest in the Fund.

The Responsible Entity may appoint its related parties or related parties of the Investment Manager from time to time to undertake functions for the Fund, including, for example, the role of developer, sales agent, lawyer, property manager or business operator. While not the Investment Manager's intention for the Fund, the Fund may also purchase properties from parties related to the Investment Manager. Such transaction will only be entered into if it is determined by the Responsible Entity that doing so is in the best interests of Investors and on "arms-length" terms or otherwise where the Responsible Entity seeks Investor approval prior to entering into such transactions. Where the Investment Manager proposes that the Fund enter into a transaction with its related party and the terms of the transaction were not previously disclosed to Investors, they are required to complete a notification form which initiates the Responsible Entity's review process.

The Investment Manager or any consultants or contractors engaged by it, either directly or through an SPV, may have a financial or other interest in other developments in proximity to any Project.

Section 8.13 provides information about the related party risks associated with investing in the Fund.

Disclosure Principle 6: Distribution Practices

RG 46.102 – If the Fund is making or forecasts making distributions to members, the Responsible Entity should disclose:

- *the source of the current distribution (e.g., cash from operations available for distributions, or from capital, or from unrealised revaluation gains);*
- *the source of any forecast distribution;*
- *whether the current or forecast distribution are sustainable over the next 12 months;*
- *if the current or forecast distribution is not solely sourced from cash from operations (excluding borrowings) available for distribution, the sources of funding and the reasons for making the distribution from these other sources;*
- *if the current or forecast distribution is sourced other than from cash from operations (excluding borrowings) available for distribution, whether this is sustainable over the next 12 months; and*
- *the impact of, and any risks associated with, the payment of distributions from the Fund from sources other than cash from operations (excluding borrowings) available for distribution.*

Distributions are calculated at the end of each financial year.

Any distributions will be sourced from cash from operations available for distribution and will not be sourced from borrowings or unrealised capital gains.

The amount of distribution income paid to Investors is based on the number of Units held at the end of each distribution period and is generally irrespective as to when the Investor was issued with their Units – see Section 6.3 for more information about distributions.

Disclosure Principle 7: Withdrawal Arrangements

RG 46.104 – If investors are given the right to withdraw from the Fund, the Responsible Entity should disclose a clear explanation of how investors can exercise their withdrawal rights, including any conditions on exercise. The Responsible Entity should clearly disclose:

- *whether the constitution of the Fund allows investors to withdraw from the Fund, with a description of the circumstances in which investors can withdraw;*
- *the maximum withdrawal period allowed under the constitution for the Fund (this disclosure should be at least as prominent as any shorter withdrawal period promoted to investors);*
- *any significant risk factors or imitations that may affect the ability of investors to withdraw from the Fund, or the Unit price at which any withdrawal will be made (including risk factors that may affect the ability of the Responsible Entity to meet a promoted withdrawal period);*
- *a clear explanation of how investors can exercise their withdrawal rights, including any conditions on exercise (e.g., specified withdrawal periods and Fund liquidity requirements); and*
- *if withdrawals from the Fund are to be funded from an external liquidity facility, the material terms of the facility, including any rights the provider has to suspend or cancel the facility.*

RG 46.105 – Investors should be updated on any material changes to withdrawal rights (such as if the Responsible Entity knows that withdrawal requests will be suspended), through ongoing disclosure.

RG 46.106 – The Responsible Entity should also clearly disclose if investors have no withdrawal rights.

Direct property is by its nature an illiquid asset class and should always be viewed in the context of its long-term returns and diversification benefits within an overall investment portfolio. Typically, investors who allocate to direct property funds make a long-term investment.

Investors should treat the Fund as “illiquid” as there is no automatic right of redemption of Units. Withdrawal terms apply and are subject to the liquidity of the Fund and at the discretion of the Responsible Entity. Investors in the Fund will only be able to withdraw if the Responsible Entity makes a withdrawal offer and they have held their Units for the Minimum Term. The Responsible Entity has no obligation to make a withdrawal offer. See Section 5.2 for more information about the Fund’s withdrawal terms.

There is no formal secondary market for Units in the Fund. However, Units in the Fund are transferable subject to certain conditions and the discretion of the Responsible Entity – see Section 11.10 for more information.

Disclosure Principle 8: Net Tangible Assets

RG 46.108 – the responsible entity of a closed-end scheme should clearly disclose the value of the net tangible assets (NTA) of the scheme on a per Unit basis in pre-tax dollars.

RG 46.109 – ASIC considers that responsible entities should calculate the NTA of the scheme using the following formula:

$$NTA = \frac{\text{Net assets – intangible assets +/- any other adjustments}}{\text{Number of units in the scheme on issue}}$$

RG 46.111 – Responsible entities should also explain to investors what the NTA calculation means in practical terms and how investors can use the NTA calculation to determine the scheme’s level of risk.

The disclosure principle does not apply to this Fund as it only applies to closed-end schemes and this Fund is an open-ended scheme.

Therefore, the original Issue Price for an Investor’s Units varies depending on the timing of when they invested.

The Fund has a written Unit Pricing Policy and also updates its Unit price monthly and updates this on the Responsible Entity’s website www.vascofm.com.

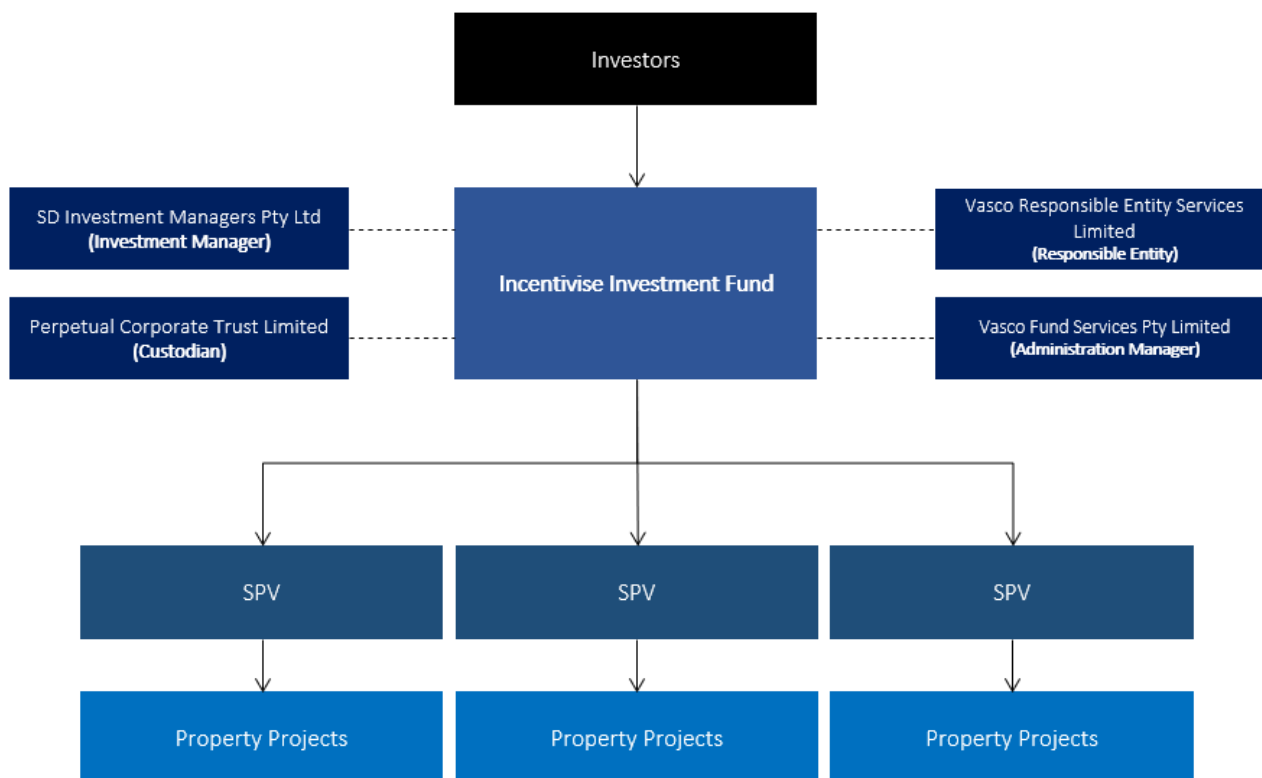
4. Investment Structure

The Fund is an open-ended unlisted registered managed investment scheme structured as a unit trust established by the Responsible Entity pursuant to the Constitution dated 9 November 2021 (as amended from time to time) and is governed by Australian law.

The Fund provides Investors an opportunity to acquire Units in the Fund which entitles them to returns generated by the Fund.

The Fund has been established to invest in residential and mixed-use property development related projects in Australia selected by the Investment Manager.

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



* This diagram does not indicate the actual number of SPVs to be invested in.

Vasco Responsible Entity Services Limited is the responsible entity of the Fund and has appointed the following parties to provide various services to the Fund:

- SD Investment Managers Pty Ltd as the investment manager of the Fund, with responsibility for, among other things, marketing the Fund, identifying and managing the Fund's investments
- Perpetual Corporate Trust Limited as the Fund's custodian, with responsibility for holding the Fund's assets
- Vasco Fund Services Pty Limited as the Fund's administration manager, with responsibility for, among other things, processing Applications and fund accounting

The Responsible Entity has also engaged PKF Melbourne Audit & Assurance Pty Ltd to audit the Fund's annual accounts as well as the Responsible Entity's adherence to the Fund's 'Compliance Plan'.

Section 7 contains more information about each party.

5. Making Investments and Withdrawals

5.1. How to invest

An Application for Units can only be made by completing and lodging the "Application Form" that is attached to this PDS. Instructions relevant to completion of the Application Form are set out in the form.

A completed and lodged Application, together with payment of the relevant application monies, should be returned to the Administration Manager at the address shown on the Application. This will constitute a binding and irrevocable application for Units. If an Applicant's Application Form is incomplete, the Administration Manager will endeavour to contact the Applicant or their financial advisor to make arrangements to correct the Application Form.

Applications received during each calendar month that are accepted are expected to be processed within 10 Business Days after the end of that month.

The Responsible Entity reserves the right to reject an Application (in whole or in part) without reason, upon which, and ordinarily within 30 days, any application monies received will be returned to the Applicant.

All application monies received will be held in an 'Applications Account' until allotment. Any interest earned on application monies will be retained by the Responsible Entity and will not form part of the Fund's assets.

An Application Form should be received 5 days prior to the last Business Day of the month in order to be considered for processing in that month.

See Section 6.2 for more information about how the Responsible Entity calculates Unit prices.

5.2. How to withdraw

Given the nature of the Fund's investments, an investment in the Fund should be considered an illiquid investment.

Investors will have no rights to withdraw from the Fund prior to the end of their Minimum Term of 3 years. The Responsible Entity retains the discretion to permit withdrawal prior to the Minimum Term being met.

Once the Minimum Term is reached, it is intended that Investors may be able to withdraw from the Fund subject to available liquidity in response to a withdrawal offer.

The Responsible Entity expects to make withdrawal offers to investors that have been invested for the Minimum Term on an annual basis, subject to available liquidity.

Withdrawal offers will be published on the Responsible Entity's website at www.vascofm.com. Investors wishing to take advantage of a Withdrawal Offer should submit a valid Withdrawal request pursuant to the withdrawal offer. Withdrawal Request forms are available on the Responsible Entity's website, at www.vascofm.com.

Where there are insufficient funds to satisfy all Withdrawal Requests pursuant to any withdrawal offer, Withdrawal Requests will be satisfied on a pro-rata basis for that withdrawal offer and each withdrawal offer thereafter until Investors are fully withdrawn from the Fund.

Where there is remaining liquidity after a withdrawal offer has been made and all Withdrawal Requests of Investors that have met their Minimum Term have been satisfied, the Responsible Entity may allow investors who have not met their Minimum Term to participate in a withdrawal offer, in its absolute discretion.

For any withdrawal offer made, the minimum redemption amount is \$20,000. Where a Withdrawal Request that has been granted results in an Investor's remaining Units having a value less than \$10,000, the Responsible Entity may treat the Withdrawal Request as also relating to the balance of the Investor's holding.

Units that are redeemed will be redeemed at the Withdrawal Price – see Section 6.2 below for more details.

Any withdrawal amount will be deposited to the Investor's nominated account at a bank or other financial institution. The Responsible Entity will not make payments to any third-party nominated accounts.

Investors should allow up to 2 Business Days for any domestic electronic funds transfers to a bank and up to 3 Business Days for any domestic electronic funds transfer to a credit union account. International funds transfers may take longer.

Investors should obtain professional taxation advice in relation to the taxation implications of any Unit redemption as the individual tax position of Investors can vary depending on their circumstances.

6. Units, Unit Pricing and Distributions

6.1. Units in the Fund

This PDS invites Applicants to apply for Units in the Fund. Each Unit represents an interest in the assets of the Fund proportionate to the total number of Units on issue but does not entitle the Investor to any particular asset of the Fund.

A Unit entitles an Investor to receive a proportion of any returns generated by the Fund, which is determined by reference to the number of Units an Investor holds on the last day of the distribution period. Distributions are expected to be calculated at the end of each financial year and income is expected only upon the sale of project assets– see Section 6.3 below for more information.

It is intended that Units will be issued as at the first day of each month. Investors will ordinarily be sent an acknowledgement statement confirming the issuance of their Units within ten Business Days following the end of the month in which their completed Application Form (accompanied by payment of application money in cleared funds) is received.

An Application Form should be received 5 days prior to the last Business Day of the month in order to be considered for processing in that month. See Section 5.1 for more information on how to apply for Units.

6.2. How Unit prices are calculated

Units will be issued at the Issue Price and redeemed at the Withdrawal Price, calculated in accordance with the Constitution.

The Unit Price is expected to remain at \$1 per unit until 1 October 2022. Thereafter, the Application Price and Withdrawal Price of the fund is calculated by reference to the net asset value of the Fund and the number of units on issue and amortisation may take place.

The Issue Price and Withdrawal Price are calculated monthly as at the last day of the calendar month (or at such other intervals as the Responsible Entity determines) and carried over to the first day of the next month being the date as at when Units are issued and redeemed.

Unit prices are available at www.vascofm.com. The Unit Price that will apply to your Application or Withdrawal Request may be different from that on the website as the one that will apply will be the one calculated after you submit your Application or Withdrawal Request.

The Unit price of any Units you hold is subject to change, depending on the value of the assets held by the Fund which will change from time to time.

Where the Responsible Entity applies its discretion to Unit pricing using its powers under the Fund's Constitution it acts in accordance with its Unit Pricing Policy, available on request at no charge by contacting the Responsible Entity.

Please note in the event of an error in Unit prices resulting in an overpayment to Investors, the Responsible Entity has the right to deduct the value of any overpayment otherwise owed to Investors from either distributions or withdrawals, at its discretion. In the event that the Responsible Entity is unable to recover any amount of overpayment from an Investor, that amount would lead to a decrease in the value of the Fund's Units.

6.3. Distribution payments

The Responsible Entity intends to calculate distributions of income at the end of each financial year.

No distributions are expected to be paid prior to the end of each Project.

The Responsible Entity expects that distributions should be paid following the completion of each Project.

Distributions will be calculated based on the number of Units on issue at the time a distribution is calculated. This means that any income available for distributions will be divided by the number of Units on issue at the end of each distribution period. The Responsible Entity reserves the right to alter the distributions calculation methodology depending on its determination of the best outcome for Investors in the Fund as a whole, and subject to the Constitution.

The Responsible Entity reserves the right to make distributions more or less frequently in its absolute discretion.

The Responsible Entity may 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.

As at the date of this PDS the Responsible Entity anticipates to allow Investors to elect to automatically reinvest distributions.

7. Roles and Responsibilities

7.1. Investment Manager

SD Investment Managers Pty Ltd (**SD Investment Managers**) is the investment manager of the Fund.

SD Investment Managers is made up of a team of highly accomplished professionals, who share the same common values and aspiration for raising industry standards in property development.

Within the Investment Managers structure, there is the Investment Committee (The Committee). The committee will decide what project opportunities the Fund should take advantage of after the extensive due diligence process is completed.

The members of said committee are Directors of SD Investment Managers, Mark Merry and Rob Mathieson and they will be joined by Chris Coulter.

The committee possesses extensive experience and expertise in identifying and managing projects successfully over a prolonged period. These include land developments, low density residential developments, five-star hotel projects and mixed-use, including commercial and residential developments. For examples of previously completed projects found and managed please refer to www.incentivise.com.au/projects.

Further, the committee has a combined 50 years' experience in successfully marketing newly completed and off-plan property projects both in Australia and overseas. The members have project marketed and settled thousands of properties which further adds to their ability to see the process through from start to finish successfully.

You can view the individual profiles of the committee members by visiting www.incentivise.com.au/committee.

7.2. Developer, Real Estate Agent and Lawyer

Developer

The Investment Manager will appoint for each Project a developer who is engaged to undertake the development of the applicable Project.

The Investment Manager, either directly or through the SPV for the relevant Project, and the Developer will execute a Development Management Agreement, setting out the roles, responsibilities and obligations of the Developer for the Project. The terms of the Development Management Agreement, including the fees payable to the Developer, will be on commercial arm's length terms.

Real Estate Agent

The Investment Manager, either directly or through the SPV for the relevant Project, will appoint a licensed real estate agent to market the sale of the Project. Applicable commercial arm's length commission fees will be payable to the appointed Real Estate Agent and will be included as development expenses in each development Project.

Lawyer

A lawyer will be appointed as necessary for each Project to undertake project legal and conveyancing services. The appointment will be on a commercial basis and applicable arm's length fees will be applied to each Project.

7.3. Responsible Entity

Vasco Responsible Entity Services Limited is the responsible entity of the Fund (**Responsible Entity**). The Responsible Entity is the holder of an Australian Financial Services Licence (No. 434533).

The main responsibilities of the Responsible Entity are to ensure the Fund is operated in accordance with the Constitution, this PDS and to ensure compliance with Australian law. Importantly, the Responsible Entity is required to have regard to the best interests of Investors in all decisions that it makes with respect to the Fund.

The Responsible Entity is part of a corporate trustees services group (**Vasco**) 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 property funds and REITs, equity funds, fixed-income funds, 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 \$2.5 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 Managing Director of the Responsible Entity was responsible for establishing the Australian Unity Funds Management Limited and Macarthur Cook Limited real estate funds management businesses.

Clients of Vasco have included the Golden Age Development Group, Infrastructure Partners Investment Fund, Vital Healthcare Property Fund, EMR Capital Pty Ltd, Phillip Asset Management Limited and Morgan Stanley Real Estate.

7.4. Custodian

The Responsible Entity has appointed Perpetual Corporate Trust Limited (**Perpetual Corporate Trust** or **Custodian**) as an independent custodian to hold the assets of the Fund. The Responsible Entity has appointed the Custodian under a custodian agreement. The Custodian's role is to hold the assets in its name and act on the direction of the Responsible Entity to effect cash and investment transactions.

Perpetual Corporate Trust is a leading provider of corporate trustee services to the funds management and debt capital markets industry. This includes acting as trustee and responsible entity for a broad range of investment funds across multiple asset classes as well as investment management and accounting services for managed investment trusts. In the debt capital markets, Perpetual Corporate Trust provides trustee, trust management, document custody and data services for mortgage and asset-backed securitisation programs for major banks, large financial institutions and non-bank lenders.

Perpetual Corporate Trust was not involved in the establishment of the PDS and is not accountable for the performance of the Fund.

The Custodian's role as custodian is limited to holding the assets of the Fund. The Custodian has no supervisory role in relation to the operation of the Fund and has no liability or responsibility to an Investor.

To the maximum extent permitted by law, the Custodian expressly disclaims and takes no responsibility for any part of this PDS other than the references to its name. The Custodian does not guarantee the repayment of capital or any particular rate of capital or income return.

The Custodian has given, and not withdrawn, its consent to be named in this PDS as custodian of the Fund in the form and context in which it is named.

The Custodian does not make, or purport to make, any statement that is included in this PDS and there is no statement in this PDS which is based on any statement by the Custodian.

7.5. Administration Manager

The Responsible Entity has appointed Vasco Fund Services Pty Limited (**Administration Manager**) as the administration manager of the Fund. The Administration Manager will be responsible for the provision of administration services to the Fund, including processing Applications, Fund accounting and unit registry maintenance.

Vasco Fund Services Pty Limited is also part of the Vasco group of companies and provides professional fund administration services.

7.6. Financial Auditor and Compliance Plan Auditor

PKF Melbourne Audit & Assurance Pty Ltd has been appointed by the Responsible Entity to audit the Fund's financial statements and audit the Compliance Plan for the Fund on an annual basis.

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 the significant 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 any risk described in this PDS 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 any 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. Investment risk

The value of an investment may rise or fall, distributions may or may not be paid and an Investor's capital may or may not be returned.

8.2. Fund risk

The Fund could terminate, or the fees and expenses paid from the assets of the Fund could change. There is also the risk that investing in the Fund may give different results than investing in the underlying assets of the Fund directly because of possible impairment charges in the Fund and the potential consequences of withdrawal by other Investors.

8.3. No guarantee of performance or representations made by Responsible Entity or Investment Manager

None of the Responsible Entity, the Investment Manager nor any other person or entity guarantees any income or capital return from the Fund.

8.4. Risks associated with the performance of the Investment Manager

The success of the Fund is dependent on the Investment Manager identifying suitable properties for the Fund to purchase, then managing the development of those properties effectively to ensure any returns generated are maximised. If the Investment Manager is unable to achieve this, then this may adversely affect the Fund's returns.

8.5. Limited operating history risk

The Fund is a newly formed managed investment scheme with no operating history upon which Investors can evaluate its likely return. There can be no assurance the Fund will achieve any of its investment objectives, or an Investor's investment objectives.

8.6. Legal and Regulatory Risk

There is a risk that domestic or international laws or regulations may change, adversely impacting the regulation of the Fund and resulting in additional costs and/or less rigorous regulatory supervision of transactions and the reporting that is performed.

Legal risk also includes the risk of losses occurring as a result of legal issues, principally losses arising out of the non-enforceability or non-enforcement of contracts. Non-enforcement may arise from insufficient documentation, insufficient capacity or authority of a counterparty, uncertain legality or unenforceability resulting from bankruptcy or insolvency.

8.7. Fees and expenses

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

In addition, the Fund will also be required to pay those fees and other expenses 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 Responsible Entity 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 and commercial advisers, engaged to assist the Responsible Entity and the Investment Manager. 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.

8.8. Changing Economic Conditions

A downturn in the economy may affect the value or performance of a property held by the Fund.

8.9. Property maintenance

In the day-to-day operations, allowances are made for known capital works and maintenance of the properties. However, unforeseen repairs or capital works may be required, which may reduce the amount of income available for distribution.

8.10. Development and construction risk

The Fund will be investing in property development projects which are subject to risks which can affect the returns available to Investors such as:

- the inability to obtain appropriate or sufficient government planning approval to undertake a successful development of a property;
- costs overruns and costs to complete any construction work may be more than forecast and additional capital or finance may need to be sourced;
- completion of buildings under contract could be delayed due to the fault of the developer or other unforeseen events;
- development and construction can be subject to external influence over which the Fund has little or no control;
- latent conditions identified within the Project;

- inclement weather;
- material and labour market conditions;
- general market conditions deteriorating.

8.11. Liquidity risk

An investment in the Fund should be considered an illiquid investment. While the Investment Manager's expectation is that the Responsible Entity will be able to provide withdrawal offers, to Investors that have been invested for the Minimum Term, annually there is no guarantee that there will be sufficient liquidity for such offers to be made. Property assets tend to be less liquid than other forms of investment and it may take considerable time to develop and then sell a property and redeem the Units.

Investors in the Fund will only have limited opportunities to withdraw their investment as outlined in Section 5.2. In addition, there will not be any established secondary market for Units. This may represent a risk to you in the event that you require the return of your investment more urgently.

8.12. Borrowing risk

The SPVs invested in by the Fund may combine Investors' money with borrowed money and invest the combined amount in a property. This process, known as gearing, magnifies the effect of gains and losses on your investment and is considered more risky than similar investments that are not geared.

If property values fall significantly the SPVs invested in by the Fund may be unable to meet their loan covenants which may result in the sale of the SPV assets.

In addition to the property risks outlined above, changes to interest rates or lender credit margins impact borrowing costs of SPVs invested in and ultimately impact the level of income you receive.

There is also a risk that the SPVs invested in by the Fund may not be able to refinance their borrowings when borrowing facilities mature. If this occurs, the Fund may lose value from the SPVs selling assets in poor market conditions in order to repay the borrowed amount.

8.13. Related party transactions risk

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

The Investment Manager may from time-to-time enter into transactions with related entities.

The Administration Manager is a related party of the Responsible Entity and is appointed pursuant to an Administration Agreement. While the fee terms of this agreement are considered in line with market rates, this agreement has not been independently reviewed and the Responsible Entity does not guarantee that it is made on arms-length terms.

The Responsible Entity may appoint its related parties or related parties of the Investment Manager from time to time to undertake other functions for the Fund, including, for example, the role of developer and property manager. While not the Investment Manager's intention for the Fund, the Fund may also purchase properties from parties related to the Investment Manager. Such transaction will only be entered into if it is determined by the Responsible Entity that doing so is in the best interests of investors and on "arms-length" terms or otherwise where the Responsible Entity seeks Investor approval prior to entering into such transactions. It is not the responsibility of the Responsible Entity to assess the merits of each investment recommended by the Investment Manager, but rather to review that each investment is contemplated by this PDS and the Fund's Constitution.

The Responsible Entity does not directly manage the properties in which the Fund invests, and this role, where relevant, will be undertaken by the Investment Manager.

The Responsible Entity will rely solely on the confirmation of the Investment Manager that the Fund's investments are made in accordance with the guidelines it has specified in this PDS, as updated from time to time, and that any investment is made on arms' length terms. Further, the Responsible Entity will not undertake any independent review that this is in fact the case. Accordingly, the Responsible Entity does not guarantee that these transactions will be entered into 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. Investors also acknowledge that they have made their own independent investigations to satisfy themselves of the benefit of becoming an Investor in the Fund.

8.14. Valuation risk

This is the risk that the valuation of the investments contemplated by the Fund are inaccurate at the time of deciding to invest so that the amount realised on exit is less than would have been expected had the valuation been correct. There is also the risk that where a professional valuer is used who provides an inaccurate valuation, that valuer does not have or no longer has adequate professional indemnity insurance to cover the valuation on which a Project's lender relies.

8.15. Tax risks, including income tax, duty and land tax risks

The effect of tax on Investors is complex and the summary in Section 10 of this PDS is general in nature. Investors should seek professional tax advice specific to their own circumstances before investing in the Fund.

There is a risk that the Australian federal and state / territory tax laws at the date of publication of this PDS, including applicable case law and published guidance by the ATO and state / territory revenue authorities, could change and changes can be adverse.

Tax and duty considerations taken into account by the Responsible Entity in preparing this PDS are based on current law and the practices of relevant tax and revenue authorities, all of which are subject to change or to differing interpretations. Prospective investors should note that any such change could have retrospective application, resulting in tax and duty consequences different from those taken into account by the Responsible Entity. There can be no assurance that these considerations will ultimately be sustained in the event of challenge by the relevant tax or revenue authorities.

Additionally, as the Fund is likely to acquire or hold interests in land (including indirect holdings), duty (including landholder duty, trust acquisition duty and foreign purchaser surcharge duty) may apply on the acquisition of interests in the Fund (including by way of issue, transfer or redemption of Units). The acquirer or holder of the Units is generally primarily liable to pay the duty. This is in addition to any duty that the Fund may incur in acquiring interests in a property or other land interests.

8.16. Disputes and defaults

In the ordinary course of its operations, the Fund may be involved in disputes and possible litigation with contractors, developers, government authorities, tenants or other service providers. There exists a risk that a material or costly dispute or litigation could affect the amount of expected income of the Fund.

8.17. Cyber security risk

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

Such IT systems may include the storage of information concerning an Investor's identity, financial interests or other personal details provided to the Responsible Entity in connection with their investment in the Fund.

In the event serious harm is a likely outcome of a breach of the Responsible Entity's IT systems, the Responsible Entity 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 Responsible Entity may also be required to notify any regulatory authority as required by law.

8.18. COVID-19

Any number of unknown risks may arise as a result of the current COVID-19 pandemic which may adversely impact the Fund and returns to Investors. For example, the COVID-19 pandemic could adversely impact the supply of materials and availability of labour. As a result, the income of the Fund may be materially impacted, and this may have a negative impact on the value of your Units and any distributions to Investors.

There are also a number of other risks that are disclosed in this section that may be heightened as a result of the COVID-19 pandemic, including liquidity and valuation risk (as the market conditions and restricted access to properties may result in property valuers being unable to value properties with a high degree of certainty, or at all). There may also be changes to domestic or international laws and government policies as a result of the COVID-19 pandemic, which may adversely impact the operation of the Fund and result in additional costs to Investors.

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. 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.

Whilst the Responsible Entity and Investment Manager have taken steps to ensure that the information presented in this PDS is correct, it is possible that due to factors such as the passage of time or the uncertainty in forward-looking statements that the information contained in this PDS may be inaccurate at a later time.

The performance of this investment, the repayment of capital or of any particular rate of return, is not guaranteed by the Responsible Entity, the Investment Manager, their directors or their associates.

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

9. Fees and Other Costs

This section sets out the fees and other costs that may be incurred by the Fund. You should read all information about fees and costs carefully as it is important to understand their impact on your investment.

Consumer Advisory Warning

DID YOU KNOW?

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

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

You may be able to negotiate to pay lower fees. Ask the fund or your financial adviser.

TO FIND OUT MORE

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

9.1. Fees and Other Costs

This section shows fees and other costs that you may be charged. These fees and costs may be deducted from the returns on your investment or from the assets of the managed investment scheme as a whole.

Fees and costs summary

<i>Incentivise Investment Fund</i>		
Type of fee or cost ¹	Amount ²	How and when paid
Ongoing annual fees and costs		
<i>Management fees and costs</i> ³ The fees and costs for managing your investment	Responsible entity fee: 0.31% per annum of the GAV of the Fund up to and including \$100m, plus 0.21% per annum of the GAV of the Fund above \$100m and up to and including \$200m, plus 0.1% per annum of the GAV of the Fund above \$200m, subject to a minimum fee of \$62,700 p.a.	The Responsible Entity fee is calculated from execution of the Constitution and payable to the Responsible Entity monthly in arrears out of the Fund's assets from the date Units are first issued.

<i>Incentivise Investment Fund</i>		
Type of fee or cost ¹	Amount ²	How and when paid
	Investment Manager fee: 1.03% per annum of the GAV of the Fund	The Investment Manager fee is calculated and payable to the Investment Manager monthly in arrears out of the Fund's assets from the date Units are first issued.
	Expenses: approximately 1.17% per annum of the GAV of the Fund	Payable to the Responsible Entity when incurred and the Responsible Entity is entitled to be reimbursed upon presentation of the relevant invoices. Paid from Fund assets.
	One-off Fund establishment fee of \$33,440	Paid by the Fund as a whole.
<i>Performance fees</i> Amounts deducted from your investment in relation to the performance of the product	50% of the net profits of each Project ⁴	The Investment Manager is entitled to 50% of the net profits of each Project as a performance fee. This is payable by the Responsible Entity to the Investment Manager within 14 days of receipt of any net profit from each Project by the Responsible Manager.
<i>Transaction costs⁵</i> The costs incurred by the scheme when buying or selling assets	Estimated 3.60% per annum of the GAV of the Fund	Payable when incurred. Payable from Fund assets.
Member activity related fees and costs (fees for services or when your money moves in or out of the scheme)		
<i>Establishment fee</i> The fee to open your investment	Nil	Not applicable
<i>Contribution fee</i> The fee on each amount contributed to your investment	Contribution fee of 4.4% of each Applicant's application monies ⁶	The Responsible Entity will deduct the contribution fee from an Applicant's application monies at the time Units are issued to the Applicant for the balance of those application monies and pay this fee to the Investment Manager.
<i>Buy-sell spread</i> An amount deducted from your investment representing costs incurred in transactions by the scheme	Nil	Not applicable
<i>Withdrawal fee</i> The fee on each amount you take out of your investment	Nil	Not applicable
<i>Exit fee</i> The fee to close your investment	Nil	Not applicable
<i>Switching fee</i> The fee for changing investment options	Nil	Not applicable

1. See "Additional explanation of fees and costs" below for further details as to fees and costs you may be charged.
2. All fees are inclusive of GST and any applicable stamp duty less any applicable input tax credits.

3. This amount includes a reasonable estimate of expenses for the current financial year adjusted to reflect a 12 month period, on the assumption that the GAV of the Fund is approximately \$10,000,000 at the end of the Fund's first full year of operations.
4. This amount based on an estimate of the transaction costs that will apply for the current financial year adjusted to reflect a 12 month period, on the assumption that the GAV of the Fund is approximately \$10,000,000 at the end of the Fund's first full year of operations may be 0%. See Additional Explanation of Fees and Costs.
5. This amount is an estimate of the transaction costs that will apply for the current financial year adjusted to reflect a 12 month period, on the assumption that the GAV of the Fund is approximately \$10,000,000 at the end of the Fund's first full year of operations.
6. This amount is calculated assuming that a GST rate of 10% applies. If a tax exemption applies to this fee a lower rate may be charged.

9.2.Example of annual fees and costs of the Fund

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

EXAMPLE - Incentivise Investment Fund	BALANCE OF \$50,000 WITH A CONTRIBUTION OF \$5,000 DURING THE YEAR	
Contribution fees	4.40% of each application monies.	For every \$5,000 you put in you will be charged \$220 ¹ .
PLUS Management fees and costs	2.94% per annum of the GAV of Fund ² .	And , for every \$50,000 you have in the Incentivise Investment Fund, you will be charged or have deducted from your investment \$1,470 each year.
PLUS Performance fees	0% ³ .	And , you will be charged or have deducted from your investment \$0 in performance fees each year.
PLUS Transactions costs	3.60% per annum of the GAV of Fund ⁴ .	And , you will be charged or have deducted from your investment \$1,800 in transaction costs
EQUALS Cost of Incentivise Investment Fund		If you had an investment of \$50,000 at the beginning of the year, and you put in an additional \$5,000 during that year, you would be charged fees and costs in the range of \$3,490 ⁵ .

¹ This amount is calculated on an additional \$5,000 contribution to an initial \$50,000 investment. The entry/contribution fee also applies to any initial investment. For example, on an initial investment of \$50,000, a 4.4% entry fee equal to \$2200 is payable.

² Please note that the responsible entity fees are subject to a minimum fee of \$62,700 p.a. Also, the relevant amount is disclosed as a percentage of the average GAV of the Fund projected at the end of the its first year of operations, assuming a gross asset value of \$10,000,000.

³ This amount is an estimate of the transaction costs that will apply for the current financial year adjusted to reflect a 12-month period, on the assumption that the GAV of the Fund is approximately \$10,000,000 at the end of the Fund's first full year of operations. The Investment Manager is entitled to receive a performance fee of 50% of the profits on each Project. As at the date of this PDS, the Investment Manager does not expect the Fund's first Project will be finalised before 30 June 2023 and the performance fee payable to the Investment Manager is therefore expected to be NIL. See Section 9.3 Additional Explanation of Fees and Other Costs for further information.

⁵ The example assumes that the \$5,000 contribution occurs at the end of the financial year. Therefore, the relevant fees and costs are determined based on the \$50,000 balance only.

9.3.Additional Explanation of Fees and Other Costs

Management fees and costs

The management fees and costs disclosed in the Fees and Other Costs Summary, contain a number of components, as set out below.

1. Responsible Entity fees

The Responsible Entity charges the following fees in accordance with the Constitution:

- a) A Fund establishment fee of \$33,440 payable to the Responsible Entity on the date Units are first issued.
- b) An annual Responsible Entity fee of 0.31% per annum of the GAV of the Fund up to and including \$100m plus 0.21% per annum of the GAV of the Fund above \$100m and up to and including \$200m plus 0.1% per annum of the GAV of the Fund above \$200m, subject to a minimum fee of \$62,700 per annum. This fee is calculated from execution of the Constitution and payable to the Responsible Entity monthly in arrears out of the Fund's assets from the date Units are first issued.
- c) A termination fee of \$15,153 on the replacement of the Responsible Entity or winding up of the Fund. This fee is payable out of the Fund's assets.
- d) A regulatory levy recovery fee of \$1,500 plus \$75 per \$1M of GAV of the Fund per annum.
- e) A transaction review fee of \$750 for each set of documents requiring the Responsible Entity's review.

2. Investment Manager fees

Management Fee

The Investment Manager is entitled to an investment management fee of 1.03% per annum of the GAV of the Fund's assets, which is calculated and payable to the Investment Manager monthly in arrears from the Fund's assets.

Performance Fee

The Fund and Investment Manager will share 50/50 the profits of each Project and this profit share is payable to the Investment Manager by way of a performance fee equal to 50% (GST exclusive) of the net profits of each Project.

"Profits" are calculated by deducting normal project and development expenses. These fees and costs include, but are not limited to, marketing commissions, interest costs (if applicable), legal fees and statutory and transaction costs such as stamp duty.

This performance fee is payable by the Responsible Entity to the Investment Manager within 14 days of receipt of any net profit from each Project. For example, where a Project generates a profit of \$1,000,000 after fees and costs, the Investment Manager will be entitled to \$500,000 in performance fees.

Contribution Fee

The Investment Manager is also entitled to an entry fee (contribution fee) equal to 4.4% of the application monies for each successful Application. The Responsible Entity will deduct this entry fee from an Applicant's application monies at the time Units are issued to the Applicant for the balance of those application monies (after deduction of the entry fee).

As an example, if a successful Applicant has applied to invest \$10,000 in the Fund and the Issue Price for Units the subject of that Application is \$1.00 per Unit, the entry fee of \$440 will be deducted from the \$10,000 and the Applicant will be issued with 9,560 Units (being the balance application monies after the entry fee is deducted).

3. Expenses

The expenses are administration costs incurred by the Responsible Entity in the establishment and operation of the Fund and include fees payable to ASIC in relation to the annual regulatory levy recover fee as a proportion the Fund GAV relates to all the registered managed investment schemes operated by the Responsible Entity, the Custodian, Administration Manager and Auditor, incidental expenses of the Investment Manager and also other administrative expenses such as accounting and legal advice, audit fees, insurances, consulting fees, costs relating to Investor meetings and registry fees.

The Responsible Entity reasonably estimates the Fund's expenses to be 1.17% per annum of the GAV of the fund for the current financial year. This does not include abnormal operating expenses which are due to abnormal events that the Responsible Entity does not foresee at the date of this PDS, such as the cost of running investor meetings, for example.

The calculation of expenses includes administration fees which are paid to the Administration Manager of the Fund. The Administration Manager is entitled to an annual fee of \$25,625 where the Fund has total assets of less than \$20m or there are less than 75 unitholders of the Fund; \$30,750 where the Fund has total assets greater than \$20m but less than \$50m or where there are between 75 and 250 unitholders of the Fund; \$41,000 where the Fund has between \$50m and \$100m of assets or between 250 and 500 unitholders of the Fund. Where the total assets of the Fund exceed \$100m or unitholders exceed 500, a separate fee arrangement may apply. If an additional unit class is established, a fee of \$7,500 per annum per unit class applies. Administration Manager fees are subject to an annual increase by 5% on 1 January each year.

It is important to note that this estimate is based on the GAV of the Fund being approximately \$10,000,000 at the end of its first full year of operations. The actual expenses may be higher or lower depending on the actual amount of money raised by the Fund in its first year of operations.

The Constitution does not limit the amount that the Responsible Entity can recover from the Fund as expenses provided, they are properly incurred in relation to the proper performance of the Responsible Entity's duties in operating the Fund. For example, the Responsible Entity is entitled to be reimbursed from the Fund for abnormal expenses, such as the cost of unitholder meetings, legal costs of any proceedings involving the Fund and terminating the Fund.

Payment of Fees and Costs by Investment Manager

The Investment Manager has agreed to pay the fees and costs of Fund (as outlined above in Section 9.3). The Investment Manager may be entitled for reimbursement of the relevant fees as described below.

Costs will be re-imbursed if the Fund reaches a critical amount of Funds Under Management in the first year, after which it will be amortised over the subsequent years. For example: if the fund is sufficiently capitalised at the end of first year the establishment fees, legal fees and tax advice fees will be borne by the Fund. Otherwise, the set-up costs will be paid by the Investment Manager and reimbursed to the investment manager when the responsible entity deems that it affordable for the Fund to do so.

Transaction costs

Transaction costs are costs incurred by the Fund for buying and selling direct property and other Fund assets. They include brokerage, legal and tax advice, property settlement costs and interest rate hedging costs.

The Responsible Entity reasonably estimates that gross transaction costs of 3.60% per annum of the gross asset value of the Fund will apply for the current financial year, based on the gross asset value of the Fund being approximately \$10,000,000 at the end of its first full year of operations. These transaction costs will only be incurred in years where the Fund is actively buying and selling properties.

This estimate includes the Responsible Entity's fixed transaction document review fee of \$750 per transaction. This transaction document review fee relates to the Responsible Entity's costs to review documents and agreements relating to a new Project acquisition so as an example if the Fund purchased two new Projects each year there would be 3* \$750 equalling \$2250 per annum for the total cost for the Fund (excluding GST).

Buy/sell spread

Buy and sell spreads may be charged in the future and if charged will be updated from time to time and will be published online at www.vascofm.com or otherwise informed to Investors prior to any additional capital raise or Withdrawal Offer.

Taxation

Unless otherwise stated, all fees set out in this section are inclusive of the net effect of GST. This includes GST, net of input tax credits or reduced input tax credits as applicable.

For further information on tax, please refer to Section 10.

Fees for other services

The Responsible Entity or its related parties may also provide other services to the Fund or the Fund's Investors in the future. Should that occur, the Responsible Entity or its related parties will charge fees for those services at commercial market rates for the provision of those services.

Differential Fees

The Investment Manager may separately negotiate a fee rebate with Investors on an individual basis, provided the provision of such rebate is not excluded by the Corporations Act or any applicable laws. This fee rebate is subject to the Investment Manager earning enough fees to satisfy any rebate and is not guaranteed by the Responsible Entity.

For example, the Investment Manager's fees may be rebated to wholesale clients as defined in the Corporations Act.

In the event rebates are offered, they will be paid out of the fees paid to the Investment Manager and will not affect the fees paid by, or any distributions to, other Investors.

The rebate will ordinarily be paid within 10 Business Days after the Investment Manager receives its fee (if any).

Changes to fees and expenses

The Responsible Entity may change the fees and expenses referred to in this PDS. The Responsible Entity will provide at least 30 days' notice to Investors of any proposed increase in fees or introduction of new fees.

Waiver and deferral of fees by the Responsible Entity

The Responsible Entity may, in its discretion, accept lower fees and expenses than it is entitled to receive, or may agree to defer payment of those fees and expenses for any time. If payment is deferred, then the fee or expense will accrue until paid.

All deferred fees and expenses will also be paid upon any retirement or removal of the Responsible Entity.

Advice fees

The Responsible Entity does not pay advice fees.

You may agree with your financial adviser that an initial advice fee will be paid for ongoing financial planning services your financial adviser provides for you in relation to your investment. This advice fee is additional to the fees shown in Section 9.1, and is paid to the Australian financial services licensee responsible for your financial adviser (or your financial adviser directly if they are the licensee). It is not paid to the Responsible Entity.

Other payments and benefits

Your financial adviser may receive payments and/or other benefits from the organisation under which they operate. These payments and benefits are not paid by the Fund.

10. Taxation Information

The effect of tax and duty (often referred to as stamp duty) on investors is complex and Investing in the Fund is likely to have tax consequences.

Taxation and duty considerations and advice considered by the Responsible Entity and Investment Manager in preparing this PDS are subject to change or differing interpretations which could have a retrospective application resulting in different taxation and duty consequences.

The Responsible Entity has not sought any ruling from relevant taxation or revenue authorities with respect to these considerations and advice, and there can be no assurance that relevant taxation or revenue authorities will not assert, or that a court will not sustain, a contrary position.

Section 8.15 contains a further statement regarding the tax risks associated with an investment in the Fund.

The below summary is only general in nature. Each Investor must take full and sole responsibility for the associated taxation implications arising from an investment in the Fund and any changes in those taxation implications during the term of their investment. It is highly recommended that Investors seek their own professional independent tax advice specific to their circumstances before investing in the Fund.

The summary is intended for Australian resident investors and generally applies to Investors who hold their investment for the purpose of realising a long-term return (that is, hold their investment on capital account for tax purposes). This summary does not consider the tax implications for those Investors who hold their investment in the Fund on revenue account, as an isolated investment made with profit making intent or as trading stock. It does not consider investors who may be subject to special tax rules.

This summary is based on the Responsible Entity's understanding of and advice on current Australian tax laws at the date of publication of this document, including applicable case law and published guidance by the Australian Taxation Office and state / territory revenue authorities, which may be subject to change.

10.1. Fund structure and tax status

The Fund is an unlisted, registered Australian unit trust scheme that will invest in Australian real estate primarily for the purpose of driving an investment return. The Fund structure is described in Section 3.

The number of Investors in the Fund and the nature of the Fund's investments will determine how the Fund will be characterised for income tax purposes. In the current circumstances, given the nature of underlying investments, the Responsible Entity considers it is likely that the Fund may be taxed subject to the Australian corporate tax rate if it is a 'public trading trust'.

If 'Public Trading Trust' rules (see below) do not apply, the Fund will effectively be treated as a flow-through vehicle for income tax purposes provided that the Fund distributes all of its income to the Investors on an annual basis. To the extent that the Responsible Entity does not distribute income, the Responsible Entity will be taxed at 47% on the income retained.

The Fund may also qualify for, and if it does, the Responsible Entity may irrevocably choose to apply the Attribution MIT ('AMIT') rules. Eligibility for AMIT status will depend on satisfying the widely held and closely held thresholds for the Fund. This will ultimately depend on the nature and holdings of the Fund's investors.

If the Fund qualifies as an AMIT, the Responsible Entity will assess whether or not it is in the interest of investors for the Fund to be an AMIT and be subject to the AMIT regime. The Responsible Entity will provide further details to investors at the appropriate time.

10.2. Fund income

The Fund intends to distribute all of its income each financial year to Investors.

An Investor's share of the taxable income of the Fund for each financial year (including reinvested income) forms part of their assessable income.

A portion of the Fund's distributed income may include non-assessable amounts. Certain non-assessable distributions to Investors will reduce the cost base of their Units in the Fund. This will be relevant when calculating the capital gain or loss (for capital gains tax purposes) on a subsequent withdrawal of Units.

This information will be detailed in the tax report sent to Investors annually.

10.3. Public trading trust rules

Public trading trusts are taxed in broadly the same way as companies, meaning that, if the rules apply, the Responsible Entity is liable to pay income tax at the company rate of tax on the net income of the Fund. Investors who are entitled to the income of the Fund will generally receive a credit for the tax paid by the Responsible Entity.

The Fund may be a public trading trust if it is a public unit trust and its investments do not satisfy the definition of an 'eligible investment business'.

An 'eligible investment business' includes investing in land primarily for the purpose of deriving profit and investing in certain financial instruments that arise under financial arrangements. The Responsible Entity considers that given the Fund will have controlling interest (i.e. greater than 50% shareholding) in SPVs that undertake property development activities, the Fund will likely be considered to be undertaking trading activities and, therefore, a trading trust.

Additionally, the Fund will be treated as a 'public unit trust' if at any time during the relevant year of income, one of the following is satisfied:

- Any of the Fund's units are listed on a stock exchange;
- Any of the Fund's units were offered to the public;
- The Fund's units are held by more than 50 persons or more.

The Responsible Entity is currently of the view that the Fund is likely to be a public trading trust. However, this view may change in due course at which point Investors will be updated.

10.4. Income Tax Treatment of Investors

Trust distributions

Generally, if a Fund is treated as a flow through vehicle, Investors will be assessed on the taxable income derived by the Fund, based on their proportionate share of the annual income of the Fund that is distributed to them in that income year. The Fund's investors will be required to include their share of taxable income of the Fund in their tax returns.

However, given the Fund is likely to be treated as a public trading trust, therefore will be taxed as a company under the public trading trust provision, any distributions from the Fund will generally take the form of dividends, or return of capital. A dividend will be treated as franked when franking credits are allocated to that dividend.

Broadly, where an Australian tax resident investor receives franked distributions, the dividend together with the attached franking credits should be included in the investors' assessable income. Further, the franking credits may be available as a tax offset, subject to the Investor satisfying the holding period rule and the related party rules. Certain Australian tax resident Investors (such as individuals and complying superannuation funds) may be entitled to a tax refund of the excess where the franking credits exceed the tax liability of the Investor after other tax offsets have been applied. Investors that are Australian resident companies may be able to convert excess franking credits into tax losses.

Holding Period Rule

In order to qualify for franking benefits, including franking credits and a tax offset, an Investor is required to hold the Units 'at risk' for at least 45 days. This 'holding period rule' is subject to certain exceptions, including where the total franking rebates of an individual in a year of income do not exceed \$5,000. Special rules apply to trusts and beneficiaries. It is important that Investors comply with this rule in order to qualify for franking benefits.

Return of Capital

Investors should not be assessed on any return of capital comprising their initial investment in the Units. Investors will be required to reduce their cost base in the Units by the amount of the return of capital. To the extent the return of capital is in excess of the cost base of the Units, a capital gain will arise to the Investor.

10.5. Tax losses

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

10.6. Withdrawal from the Fund

When an Investor fully or partially withdraws their investment in the Fund, they are treated as having disposed of their investment, and as a result, any net gain derived on disposal may be included in their taxable income under the CGT provisions.

An Investor will make a capital gain in respect of the disposal of their investment to the extent that the capital proceeds attributable to the disposal exceed the Investor's cost base in the Units that are redeemed. Alternatively, an Investor will make a capital loss in respect of the disposal of its investment to the extent that the capital proceeds attributable to the disposal of the investment are less than the CGT reduced cost base in that investment.

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

An Investor may be eligible for the discount capital gains tax concession if the Units are held for 12 months or more and the Investor is an individual, trustee or complying superannuation fund.

10.7. Duty on the issue, transfer or redemption of Units

The issue, transfer or redemption of Units may give rise to a liability for landholder duty if, at the relevant time (usually the time of issue, transfer or redemption), the Fund:

- o has a direct or indirect interest in land or land-type assets in a state or territory (which can, in some jurisdictions, include leasehold interests, tenant's fixtures and assets fixed to land, including by resting under their own weight), including any land that is the subject of an uncompleted contract; and

- the Fund is considered a 'landholder' (within the meaning of the relevant state or territory's duties legislation, which varies between jurisdictions), as the unencumbered market value of the land interests owned or deemed to be owned by the Fund at the relevant time breaches the relevant land value threshold in each applicable state or territory (though some jurisdictions have no threshold, such that any interest in land could cause the Fund to be a 'landholder'); and
- the acquisition of Units on its own or when aggregated with other acquisitions by the acquirer, a person 'associated' with the acquirer or any other person in an 'associated transaction', reaches or exceeds the 'relevant acquisition' threshold in that state or territory. The definitions of 'associated persons' and 'associated transactions' are broad and vary between jurisdictions. The redemption or withdrawal of Units held by one or more investors may also give rise to a landholder duty liability for the remaining investors in certain circumstances.

The issue, transfer or redemption of Units may also give rise to a liability for trust acquisition duty if, at the time of issue, transfer or redemption, the Fund holds any direct or indirect interests in 'dutable property' in Queensland.

Where such circumstances apply, broadly, duty will generally be assessed at the relevant transfer duty rates applied to the proportion of the unencumbered market value of the land and land type interests (and, in some jurisdictions, chattels / goods) owned or deemed to be owned by the Fund equivalent to the proportionate interest acquired (on an aggregated and associated-inclusive basis).

In most jurisdictions, the acquirer of the Units is primarily liable to pay the duty. However, landholder and / or trust acquisition duty may not be payable where the Fund qualifies as a specific type of public trust (such as a 'widely held trust') in the state or territory in which the property is located. This is because, in some jurisdictions, certain types of public trusts are outside of the trust acquisition and landholder duty regimes or qualify for a higher 'relevant acquisition' threshold.

The Responsible Entity and Investment Manager intend to operate the Fund so that, to the extent possible, they will seek to minimise the prospect of duty being payable by Investors on the issue, transfer or redemption of Units. There is no guarantee however that this intention will be realised and circumstances of the Fund may change without notice, such that duty may be payable by Investors on the issue of Units or purchase of Units by way of transfer, or by remaining Investors on withdrawal or redemption of Units held by other Investors.

As the duties laws and the circumstances of the Fund will change from time to time, the Responsible Entity recommends that investors seek their own independent advice before investing in the Fund.

10.8. Land Tax

Broadly, land tax is an annual tax (quarterly in the Australian Capital Territory) levied by most Australian states and territories on land owners at rates of up to 3.7%. Land tax surcharges (of up to 2% in addition to general land tax rates) may also apply where interests in Australian land are held, directly or indirectly, by non-residents (subject to various ownership thresholds and, in certain jurisdictions, land type).

The Fund may be subject to costs relating to land tax and land tax surcharges. In limited circumstances, land tax (and surcharges) may be passed on to Investors as a result of their investment in the Fund.

10.9. Tax File Number and Australian Business Number (Australian Investors only)

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 and any other applicable Government charges (currently 47%).

10.10. 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

10.11. Automatic Exchange of Information (AEOI)

The Responsible Entity intends to meet any requirements imposed on the Responsible Entity or the Fund under Australian legislation designed to give effect to the AEOI regimes.

Australia's obligations under AEOI regimes include legislation designed to give effect to the Foreign Account Tax Compliance Act ('FATCA') and the Organisation for Economic Co-operation and Development's ('OECD') Common Reporting Standard ('CRS'). As such, the Responsible Entity may collect certain information from Investors; report payments made in respect of an investment, report details of certain investors to the ATO and retain information to meet record keeping requirements. It is recommended Investors consult with their tax adviser to discuss the impact of these AEOI regimes may have on them.

11. Additional Information

11.1. Summary of material documents

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

- (1) Constitution
- (2) Compliance Plan
- (3) Custodian Agreement
- (4) Investment Management Agreement
- (5) 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 the rights, liabilities and responsibilities of both the Responsible Entity 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 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 also contains provisions about convening and conducting meetings of Investors.

The Responsible Entity is also entitled to the benefit of various indemnities under the Fund's Constitution, which means that it has limited its liability for acting as the Responsible Entity. In addition, if an Investor brings an unsuccessful action against the Responsible Entity (other than an AFCA action) and the Responsible Entity is unable to recover all or only part of its costs, outgoings and expenses, then the Responsible Entity may be indemnified out of the Fund's assets for such outstanding costs, outgoings and expenses.

The Responsible Entity 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 can be obtained from the ASIC website or is available to Investors from the Responsible Entity free of charge.

(2) Compliance Plan

The Responsible Entity, as required by the Corporations Act, has lodged a Compliance Plan for the Fund with ASIC. The Compliance Plan sets out how the Responsible Entity ensures that the Fund complies with the Corporations Act and how it intends to operate the Fund under the Constitution.

A copy of the Compliance Plan is available free of charge from the office of the Responsible Entity.

If the Compliance Plan is breached in a significant way such that the breach has an adverse effect on Investors, the Responsible Entity is obliged to report such a breach to ASIC.

(3) Custodian Agreement

The Responsible Entity has entered into a Custodian Agreement with Perpetual Corporate Trust, whereby the Responsible Entity has appointed Perpetual Corporate Trust as a service provider to provide custodial services in relation to various schemes, including the Fund.

(4) Investment Management Agreement

The Investment Management Agreement is an agreement between the Responsible Entity and the Investment Manager under which the Investment Manager provides investment management services to the Fund.

The Investment Management Agreement sets out the Investment Manager's obligations to the Responsible Entity and to the Fund.

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 Responsible Entity 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 Responsible Entity to terminate if, for example, the Investment Manager becomes insolvent.

If the Responsible Entity is replaced then the Investment Management Agreement will continue to operate on the same terms as between the Investment Manager and the new responsible entity of the Fund.

(5) Administration Agreement

The Administration Agreement is an agreement between the Responsible Entity and the Administration Manager under which the Administration Manager provides administration services to the Fund.

The Administration Agreement sets out the Administration Manager's obligations to the Responsible Entity and to the Fund, including administrative, accounting, registry, unit pricing, financial and compliance reporting, AML/CTF and back office services in exchange for a fee, subject to the overall supervision of the Responsible Entity.

11.2. Cooling Off Rights

A cooling off period may apply to you depending on the Fund's investments at the time of your application. Generally, if you invest when the Fund is not considered to be liquid (for example, once the Fund's portfolio comprises of direct property investments or investments in the SPVs), no cooling off period will be available to you.

However, if the Fund is liquid at the time Units are issued to you (for example, when the Fund's portfolio substantially comprises cash prior to the acquisition of any direct property or interest in the SPVs) and you are a retail client (as defined in the Corporations Act), a 14-day cooling off period would be available to you to decide whether to proceed with an Application under this PDS. The cooling off period starts on the earlier of:

- o the date you receive confirmation of your investment; or
- o after the end of the fifth business day after the date on which your Units are issued.

Therefore, if you wish to cancel your investment, it is important that you write to us before the expiration of this period.

The amount repaid to you is adjusted to reflect any increase/ decrease in the value of the investment due to a change in the net asset value of the Fund. We will also deduct any taxes or duties payable and transaction costs. As a result, the amount returned to you may be less than your original investment.

If you are a 'sophisticated' or 'professional' Investor or otherwise a 'wholesale client' (as defined in the Corporations Act), the cooling off period is not available to you even if the Fund is liquid.

11.3. Privacy

The Application process requires you to provide personal information to the Responsible Entity or any person engaged by the Responsible Entity to process your Application.

The Responsible Entity collects personal information so that it can process and administer any Application you make. Additionally, the Responsible Entity collects this information in order to administer, manage and generally service your investment in the Fund. The Responsible Entity also may collect personal information about you from third parties, such as the Investment Manager, Administrator Manager or other third-party service providers of the Responsible Entity.

If you do not provide the personal information requested by the Responsible Entity or provide incomplete or inaccurate information, the Responsible Entity may not be able to accept or process your Application for an investment in the Fund or may be limited in the services or assistance the Responsible Entity can provide with respect to the administration of any investment you subsequently make in the Fund.

The Responsible Entity may disclose your personal information to organisations such as the Administration Manager, Investment Manager, any third party service provider it may engage to provide custody, administration, technology, auditing, mailing, printing or other services and our professional advisers (including legal and accounting firms, auditors, consultants and other advisers).

Such third parties may use and disclose your personal information for a purpose described in this Privacy Statement which may involve the transfer of your personal information outside of Australia (including to countries where there may be less stringent data protection laws) to process personal information on our behalf. Where this is the case, it may not be possible to ensure that the overseas recipient does not breach the Australian Privacy Principles ('APP') in relation to your personal information.

In providing us with your personal information, you consent to the possibility that your personal information may be transferred outside of Australia for processing and agree that APP 8.1 shall not apply to the disclosure, nor will the Responsible Entity be liable under the *Privacy Act 1988* (Cth) ('Privacy Act') in the event that the recipient does not act consistently with the APPs.

The Responsible Entity may also collect certain personal information from you and/or disclose your personal information to government or regulatory bodies where permitted or required to do so by law. For example, the Responsible Entity may be required to collect and disclose certain information in order to comply with the identification and verification requirements imposed under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*. For certain Investors, the Responsible Entity may also be required to collect and disclose certain personal information to the ATO in order to comply with the Foreign Account Tax Compliance Act.

If you notify the Responsible Entity that you have a financial adviser, either on your Application Form or in writing (at a later date), you consent to the Responsible Entity disclosing to that financial adviser details of your investment in the Fund and/or other related personal information.

The Responsible Entity will take reasonable steps to ensure that the personal information about an Investor or other relevant person that it collects, uses or discloses is accurate, complete and up to date. You or another relevant person can request access to your personal information or a copy of the Responsible Entity's Privacy Policy by telephone or writing to the Privacy Officer at:

Privacy Officer
Level 4, 99 William Street
Melbourne, Victoria 3000
info@vascofm.com
+61 3 8352 7120

The Responsible Entity's Privacy Policy is also available on its website at www.vascofm.com.

11.4. Complaints Handling

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

The Complaints Officer
Vasco Responsible Entity Services Limited
Level 4, 99 William Street
Melbourne VIC 3000

The Responsible Entity will acknowledge a complaint as soon as practicable after receiving it and will notify the complainant of its decision, remedies and other information within 30 days of the complaint being made.

A 'Dispute Resolution Guide' is available on the Responsible Entity's website at www.vascofm.com.

Complaints that cannot be resolved internally by the Responsible Entity to the Investor's satisfaction can be taken to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. You can contact AFCA as follows:

Website: www.afca.org.au
Telephone: 1800 931 678 (free call within Australia)
Facsimile: (03) 9613 6399
Email: info@afca.org.au
Post: GPO Box 3, Melbourne, Victoria, 3001

11.5. Statement regarding Labour Standards and Environmental, Social and Ethical Considerations

The Responsible Entity does not, in the context of making decisions relating to the Fund, take into account labour standards or environmental, social or ethical considerations, except to the extent that the Responsible Entity considers these issues have the potential to materially impact on the merits of its decisions in relation to the Fund. This means that if the sustainability or value of the Fund is adversely affected due to unacceptable labour standards or environmental, social or ethical factors, the Responsible Entity may choose not to invest further or to dispose of the investment.

11.6. Anti-Money Laundering and Counter Terrorism Financing

In 2006, the Federal Government enacted the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (AML/CTF Act). The Responsible Entity is a 'reporting entity' pursuant to the AML/CTF Act and, as such, must be 'reasonably satisfied' that an Investor exists and is who they claim to be prior to issuing Units to them. This means that all new Investors in the Fund must provide the identification information as set out in the Application Form. The Responsible Entity will not issue Units to a new Investor unless satisfactory identification documents are attached to the Application Form or provided to your financial advisor.

The Responsible Entity may also need to obtain further information from you while you remain an Investor in the Fund.

The Responsible Entity will maintain all information collected from Investors in a secure manner in accordance with the AML/CTF Act and relevant privacy principles. Information about a prospective investor or Investor will only be disclosed where required by the laws of Australia.

This means that identification information may be disclosed to the Australian Transaction Reports and Analysis Centre or other government or law enforcement agencies. The Responsible Entity may also disclose this information to other entities involved with the Fund to the extent that this information is required to fulfil that entity's AML/CTF obligations. The Responsible Entity is not liable for any loss you may suffer as a result of its compliance with the AML/CTF Act.

11.7. Common Reporting Standards (CRS)

CRS is the single global standard set by the Organisation for Economic Co-operation and Development (OECD) for the automatic exchange of information with revenue authorities for tax non-residents that invest in certain financial accounts. The standard covers both the identification of tax non-residents and reporting on the applicable financial accounts. The Responsible Entity will be a 'Reporting Financial Institution' under CRS and intends to comply with its CRS obligations under any relevant Australian laws and regulations, including obtaining and disclosing information about certain Investors to the ATO or other foreign tax authorities as required. To facilitate these disclosures, Investors will be required to provide certain information such as that relating to their country of tax residence and their relevant taxpayer identification number (if applicable).

11.8. 'Disclosing entity' obligations

If the Fund has 100 Investors or more, it will be considered a 'disclosing entity' under the Corporations Act. As a disclosing entity, the Fund will be subject to regular reporting and disclosure obligations.

If and when the Fund is a disclosing entity, copies of any documents lodged with ASIC in relation to the Fund may be obtained from, or inspected at, an ASIC office. Investors will also have the right to obtain a copy of the following documents from us free of charge:

- the most recent annual financial report for the Fund lodged with ASIC;
- any half year financial report for the Fund lodged with ASIC after the lodgement of the annual financial report; and
- any continuous disclosure notices for the Fund lodged with ASIC.

Copies of these documents will also be available on our website for download.

11.9. Consent of experts and other parties

Each of the following parties has given their written consent to act in the position and role set out in this PDS:

- Vasco Fund Services Pty Limited
- SD Investment Managers Pty Ltd
- Perpetual Corporate Trust Limited
- DHF Investment Managers Pty Ltd
- PKF Melbourne Audit & Assurance Pty Ltd

Where applicable, they have consented to the information attributed to them in this PDS in the form and context in which they have been included. Further, none of these parties have withdrawn their consent prior to the date of this PDS.

11.10. Transfer of Units

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

Under the Constitution, the Responsible Entity has the discretion to refuse the transfer of Units in its sole discretion.

Investors should obtain professional taxation advice in relation to the taxation implications of any transfer of Units as the individual tax position of Investors can vary depending on their circumstances.

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

11.11. Reports

The Responsible Entity will provide Investors with the following reports:

- Distribution statements on the provision of any distributions
- Annual Fund financial accounts, to be provided as soon as practical after submission of the Fund's audited accounts to ASIC (which are due by 30 September of each year)
- Annual tax statements, to be provided as soon as practical after submission of the Fund's audited accounts to ASIC (which are due by 30 September of each year)

The Investment Manager will provide Investors with a report in respect of the Fund's investments on at least an annual basis.

12. Glossary of Terms

Administration Manager	Means Vasco Fund Services Pty Limited (ACN 610 512 331).
AFCA	Means the Australian Financial Complaints Authority Limited.
AFSL	Means an Australian financial services licence.
AML/CTF	Means Anti-Money Laundering and Counter Terrorism Financing.
AML/CTF Act	Means the <i>Anti-Money Laundering and Counter Terrorism Financing Act 2006</i> (Cth).
Applicant	Means an applicant for Units under this PDS.
Application	Means an application for Units in accordance with this PDS.
Application Form	Means the application form attached to or accompanying this PDS.
ASIC	Means the Australian Securities and Investments Commission.
ATO	Means the Australian Taxation Office.
Auditor	Means the Auditor for the Fund and the Fund's Compliance Plan, which, at the date of this PDS, is PKF Melbourne Audit & Assurance Pty Ltd (ABN 75 600 749 184)
Banking Act	Means the <i>Banking Act 1959</i> (Cth).
Business Day	Means a day that most trading banks are open for business in Melbourne excluding any weekend or public holiday.
Compliance Plan	Means the compliance plan for the Fund as amended from time to time.
Constitution	Means the constitution for the Fund including any supplementary or replacement constitution, which are available free of charge upon request.
Corporations Act	Means the <i>Corporations Act 2001</i> (Cth).
Custodian	Means the custodian of the Fund which, at the date of this PDS, is Perpetual Corporate Trust Limited (ACN 000 341 533, AFSL 392673).
Custodian Agreement	Means the agreement entered into between the Custodian and the Responsible Entity dated 18 May 2021 and deed of amendment in in respect of the Fund dated 25 November 2021
Developer	Means the developer appointed by the Investment Manager for each Project
FATCA	Means the Foreign Account Tax Compliance Act.
Fund	Means Incentivise Investment Fund (ARSN 657 944 100).
GAV	Means gross asset value.
Investment Manager	Means SD Investment Managers Pty Ltd ACN 655 175 812, Corporate Authorised Representative (no. 001295916) of DHF Investment Managers Pty Ltd
Investor	Means the holder of a Unit.
Issue Price	Means the price at which Units are acquired, being the net asset value of the Fund divided by the number of Units on issue, plus a buy spread.
Minimum Term	Means the minimum period after which an Investor will be eligible to withdraw from the Fund.

Offer	Means the offer of Units pursuant to this PDS.
Project	Means each specific property development project the Fund invests in through a SPV.
Responsible Entity or Vasco	Means Vasco Responsible Entity Services Limited ACN 160 969 120 AFSL 434533.
SPV	A special purpose vehicle set up for a specific development project. It is proposed each SPV will be a company or trust in which the Fund will hold shares or units as the case may be.
Target Return	Means the return that the Fund aims to generate for Investors, being a target return rate of 15% per annum (after fees and costs). This is return is not forecast or guaranteed.
Unit	Means a unit in the Fund, with the rights and obligations outlined in the Constitution.
Withdrawal Price	Means the price at which Units are redeemed, being the net asset value of the Fund divided by the number of Units on issue, less a sell spread.
Withdrawal Request	Means a request to withdraw Units from the Fund in accordance with this PDS.

13. Corporate Directory

Investment Manager

SD Investment Managers Pty Ltd

ACN 655 175 812

Level 14 / 350 Collins Street, Melbourne VIC 3000

or

Level 54 / 111 Eagle Street, Brisbane QLD 4000

Phone 1300 980 632

03 9056 5592

Web www.incentivise.au

Email info@incentivise.com.au

Responsible Entity

Vasco Responsible Entity Services Limited

ACN 160 969 120 AFSL 434533

Level 4, 99 William Street

Melbourne VIC 3000

Phone +613 8352 7120

Fax +613 8352 7199

Web www.vascofm.com

Administration Manager

Vasco Fund Services Pty Limited

ACN 610 512 331

Level 4, 99 William Street

Melbourne VIC 3000

Phone +613 8352 7120

Fax +613 8352 7199

Web www.vascofm.com

Custodian

Perpetual Corporate Trust Limited

ACN 000 341 533

Level 18, 123 Pitt Street

Sydney NSW 2000