

CrowdProperty Partner Fund

Information Memorandum

01 October 2024

Trustee

Quay Wholesale Fund Services Pty Ltd

(ACN 647 044 602, AFSL No.528526)

Investment Manager

CrowdProperty Pty Ltd

(ACN 633 516 195, CAR No.1285637)

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Important Information

This Information Memorandum (IM) is dated 28 July 2022 and relates to the offer of units in the CrowdProperty Partner Fund (**Partner Fund**). The Partner Fund invests in classes of interests in the CrowdProperty Investment Trust (**Trust**). There are two types of interests in the Trust - Cash Interests and Loan Interests.

This IM is issued by Quay Wholesale Fund Services Pty Ltd ACN 647 044 602 AFSL No. 528526 (**Trustee, Quay, we, us or our**), in its capacity as trustee of the Trust.

The issue of units in the Partner Fund is arranged by the Trustee under section 911A(2)(b) of the Corporations Act. The Trustee will only issue units in the Partner Fund in response to an acceptance of such offer.

The Trustee has appointed CrowdProperty Pty Ltd ACN 633 516 195 (**CrowdProperty or Investment Manager**) as the Investment Manager of the Partner Fund.

The Investment Manager is a corporate authorised representative (No. 001285637) of Quay Wholesale Fund Services Pty Ltd ACN 647 044 602 AFSL No. 528526. The Investment Manager has been authorised by Quay to only provide the financial services required in its role as Investment Manager of the Partner Fund and the Investment Manager of the Trust, and not in relation to any other trust/fund or financial services.

CrowdProperty issues a Term Sheet in respect of each Project Loan setting out, among other things, its investment terms.

The Trustee will operate an Application Account, in which Investor's money is held either:

- Prior to "pledging" to invest in a Project Loan; or
- If the re-investment option is chosen, upon repayment of the Project Loan pending a decision to pledge further money to a different Project Loan.

The Application Account operated by the Trustee on behalf of unitholders will generate returns for the unitholders.

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

Glossary

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

Updated Information

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

Questions

Any questions regarding this IM should be directed to the Investment Manager on 02 7227 7377 or at hello@crowdproperty.com.au or at 50 Yeo Street, Neutral Bay NSW 2089, Australia or the Trustee on 1300 114 980 or at enquiries@quayfund.com.au or at Suite 3701, Level 37, 1 Macquarie Place Sydney NSW 2000 Australia.

Images

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

ASIC

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

Restrictions on distribution

The Offer is an offer which is available to persons receiving this IM within Australia but does not constitute an offer of units 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.

Investor to undertake own due diligence

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

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

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

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

Prospective investors are strongly encouraged to:

- Undertake their own due diligence in relation to the Partner Fund before making an investment
- Read this IM in its entirety, and
- Seek independent professional advice as to the financial, taxation and other implications of investing in the Partner Fund and the information contained in this IM.

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

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

IMPORTANT WARNING STATEMENTS

No performance guarantee

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

There can be no assurance that the Partner Fund will achieve results that are comparable to the track record of the Trustee or Investment Manager and their advisers or that the Partner Fund's investment objectives will be achieved.

An investment in the Partner Fund does not represent a deposit with, or a liability of, the Investment Manager, the Trustee, or any of their associates.

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

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

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

Prospective Investors should not construe the contents of this IM as tax or investment advice. Should it be required to protect all investments in the Partner Fund, the Trustee may use its discretion to delay or suspend redemptions from the Partner Fund.

Investors should refer to the relevant Term Sheet for details of the withdrawal rights applicable to each Project Loan.

No representation other than this IM

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

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

Forward looking statements

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

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

Due to various risks and uncertainties, including those set forth under “Risks” in Section 9, actual events or results or the actual performance of the Partner Fund may differ materially from those reflected or contemplated in such forward-looking statements.

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

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

Confidentiality

Neither this IM nor any other information provided by the Trustee or Investment Manager may be disclosed to any other party, except for the purpose of obtaining independent advice in connection with the consideration of an investment in the Partner Fund or used for any purpose other than the consideration of an investment in the Partner Fund, unless the express prior written consent of the Trustee is obtained. Any reproduction of all or part of this IM is strictly prohibited without the written consent of the Trustee. In the event that the recipient does not participate in the Partner Fund, this IM, along with all related materials, must be returned to the Trustee immediately upon demand.

Summary of key documents only

This IM contains a summary of the terms of the Partner Fund and certain other documents. However, prospective Investors should refer to the complete legal documentation for the Partner Fund (available upon request from the Trustee). Investments in the Partner Fund are governed by the Trust Deed for the Partner Fund and associated documents and nothing in this IM limits or qualifies the powers and discretions conferred upon the Trustee and the Investment Manager under those documents.

This IM should be read in conjunction with the Trust Deed and associated documents for the Partner Fund. In the event of any inconsistency between the Trust Deed and associated documents and this IM, then the Trust Deed 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.

1 A snapshot of the Partner Fund

The table below is a summary of the key features of an investment in the Partner Fund. It is not intended to be exhaustive. You must read the whole of this IM and relevant Term Sheet for each Project Loan.

Key features	Description
Trustee	Quay Wholesale Fund Services Pty Ltd (ACN 647 044 602)
Investment Manager	CrowdProperty Pty Ltd (ACN 633 516 195)
Investment Strategy	<p>The Partner Fund will pool unitholder funds to invest in different property project loans sourced and managed by the Investment Manager, CrowdProperty through the CrowdProperty Investment Trust (the Trust) a wholesale managed investment scheme. The Trust provides construction finance to experienced SME property developers who meet its lending policies. CrowdProperty is also the investment manager of the Trust.</p> <p>The projects will be reviewed by experienced professionals to ensure they meet CrowdProperty's strict due diligence requirements which include independent valuations.</p> <p>The Partner Fund will acquire loan interests in different project loans issued through the Trust at the discretion of the Investment Manager.</p> <p>Investments in the CrowdProperty Partner Fund will be deployed through the Trust to borrowers (SME property developers) to settle development sites quicker, across various expertly curated development projects via the CrowdProperty online marketplace platform.</p> <p>Investors in the Partner Fund benefit from the payment of quarterly distributions of interest and shorter investment terms (typically up to six months). The Investment Manager arranges for the Borrower to pre-pay an agreed amount of interest, which is retained by the Trustee to pay future distributions.</p> <p>Investment Approach</p> <p>Through the Trust and its Platform, CrowdProperty offers a full suite of property project funding solutions, including:</p> <ul style="list-style-type: none"> • Pre-acquisition finance • Development finance • Bridging finance • Development exit finance • Special Situations finance <p>CrowdProperty will review a broad range of projects and can develop blended finance or customised funding proposals based on the specific needs of a borrower, including in respect of finance solutions for:</p> <ul style="list-style-type: none"> • New builds • Conversions • Commercial to residential conversions • House-in-multiple occupations / boarding house developments • Serviced accommodation developments • Co-living developments • Landowner joint ventures • Modular constructions

Key features	Description
Investment Strategy (continued)	<p>Target Projects</p> <p>CrowdProperty will provide construction finance to experienced SME property developers who meet its lending policies.</p> <p>The projects will be reviewed by experienced professionals to ensure they meet CrowdProperty's strict due diligence requirements which include independent valuations.</p> <p>CrowdProperty's selection criteria includes but is not limited to projects that:</p> <ul style="list-style-type: none"> • Are located in east coast major cities (Sydney, Brisbane, Melbourne and Adelaide) or regional growth areas with liquid property markets (commuter areas, sea/ tree change destinations) • Are smaller low-medium density developments • Have strong sales records • Have trusted developers and builders • Include high standard of build and fit-out • Have completed approvals • Are ready to build <p>Proprietary Project Appraisal Process</p> <p>CrowdProperty has developed a detailed inhouse appraisal process to assess the viability and economics of each project and the loan terms and conditions for each project.</p> <p>The appraisal is conducted by CrowdProperty's property experts.</p> <p>The detailed appraisal is presented to CrowdProperty's Credit Investment Team for approval and agreement on the indicative loan terms and conditions prior to a final offer being made to a SME property developer, subject to Trustee approval and funding through the Platform.</p> <p>CrowdProperty also conducts independent ID verification/Know Your Client (KYC) checks and background and credit checks of all Borrowers.</p> <p>CrowdProperty generally maintains a maximum Loan to Valuation Ratio (LVR) of 75% for all loans offered through the Platform to investors. The maximum LVR of the Project Loan will be provided in the Term Sheet for the Project Loan. CrowdProperty is highly selective in which projects are approved for funding through the Platform. The investment objective is to ensure the repayment of capital invested plus interest within the agreed term of each Project Loan.</p> <p>Valuation Policy</p> <p>The Investment Manager maintains and complies with a written valuation policy, in relation to security property, which is reviewed at least annually or as market circumstances dictate.</p>

Key features	Description
Investment Strategy (continued)	<p>Arrears and default management</p> <p>Investors' capital and return may be affected if a Borrower defaults on its payment obligations. On behalf of the Trustee of the Trust, CrowdProperty will administer the arrears and default management procedures in the event of late payment by a Borrower and according to CrowdProperty's loan management policies. This will be done in consultation with the Trustee.</p> <p>Generally, CrowdProperty proposes that it will give the Borrower a reasonable period to demonstrate their ability to correct the default by way of open discussion with CrowdProperty, but this is dependent on the scale of the default and remainder of the term of the Project Loan. CrowdProperty expects the most common breaches will be failure to meet payment obligations, particularly late repayment of the Project Loan.</p> <p>It is CrowdProperty's policy to work with a Borrower and assist in returning the monies and interest within a reasonable period post loan end date. This may include allowing an extension of time for repayment or giving the Borrower the ability to sell the property within a given period after expiry of the Project Loan.</p> <p>On expiry of the agreed extension of time, CrowdProperty can, in certain circumstances look to enforce the Project Loan according to the enforcement procedures specified in the relevant loan agreement and security documents. The enforcement procedure can involve significant costs, including legal costs and receiver's fees. These costs may be funded as follows:</p> <ul style="list-style-type: none"> • Paid by the Trust • Paid by the Investment Manager from its own funds in which case, the Investment Manager will be able to recover these costs from the proceeds received from the Borrower in priority to any payment to unitholders • Paid by a third party in which case, any expenses paid plus any amount agreed with the lender (for example interest or success fees) would be recovered from the proceeds received from the Borrower in priority to any payment to unitholders.
Project Loans	<p>The Investment Manager, CrowdProperty, manages and administers the Project Loans, including dealing with any arrears.</p> <p>Interest and principal receipted from the Borrowers will be distributed through the Partner Fund to Investors, less any fees and expenses.</p> <p>The Partner Fund's entitlement to distributions from a Project Loan will be their proportionate share based on the value of Loan Interests issued to the Partner Fund compared to the total value of the Loan Interests on issue for a particular Project Loan.</p> <p>The assets, liabilities and returns of each Loan Interest referable to a Project Loan will be separate from each other Loan Interest.</p> <p>If the Project Loan is fully funded, on settlement of the Loan, the amount Pledged by the Partner Fund will be deducted from the Partner Fund's Member Account and used to acquire a Loan Interest referable to the Project Loan.</p> <p>If a Project Loan is not funded, the Partner Fund will have the option of withdrawing the funds or pledging to invest in another Project Loan.</p>

Key features	Description
Key Benefits	<p>The Investment Manager considers the key benefits of an investment in the Partner Fund to be:</p> <ul style="list-style-type: none"> • Quarterly interest payments • Market competitive target interest returns, depending on the terms of the Project Loan. From time to time, the fund may not be fully invested and will not earn the target interest return. This may result in a quarterly distribution being lower than the target interest return. For target interest returns, visit: crowdproperty.com.au/investors/partner-fund • Shorter investment terms – minimum of 6 months • Concierge service – a limited power of attorney option where the CrowdProperty team manage all parts of the platform registration and ongoing administration experience • Diversification across future CrowdProperty project loans and geographical locations (subject to availability) • CrowdProperty's 57-step due diligence process on all projects by the expert in-house specialist borrower team
Who can invest	<p>An Investment in the Trust is generally only available to wholesale clients within the meaning of the Corporations Act. Investors can be:</p> <ul style="list-style-type: none"> • Individual Investors • Joint Investors • Sole Traders • Self-Managed Super Funds (SMSF) • Trusts • Companies <p>Provided they meet the test for Wholesale Clients.</p> <p>The Trustee has the discretion to accept applications from people who are not wholesale clients, provided these people are otherwise permitted by law to participate in the Offer. The Trustee reserves the right to reject an application without providing a reason.</p>
How to invest	<p>CrowdProperty will do all the hard work for you to register to invest in the Partner Fund.</p> <p>You provide us with a limited power of attorney to register you on the CrowdProperty platform, including KYC/AML checks and obtaining an Accountant's Certificate to confirm you are a Wholesale Client.</p> <p>Once we successfully register you, we will confirm the registration to you and then regularly communicate to you on the progress of your investment in the Partner Fund.</p> <p>Alternatively, you can register online at CrowdProperty - Together we build</p>

Key features	Description
Withdrawals	<p>The Trustee will offer Withdrawals calendar quarterly. The ability of the Trustee to satisfy an investors request will depend on the liquidity of the assets of the fund and whether any cash held has been pledged by the Partner Fund to a Project Loan or held as a Loan Interest in a Project Loan.</p> <p>Once a Project Loan is repaid by the Borrower, the returned principal and interest held by the Trustee of the Trust on behalf of the Partner Fund may be reinvested into another Project Loan if instructed to do so by the Trustee of the Partner Fund, if there are no withdrawals required.</p> <p>The Trustee requires a notice period of 60 calendar days for partial or full withdrawals from the Partner Fund, subject to available liquidity.</p> <p>Under the terms of the Trust Deed, in certain situations, the Trustee is also able to, amongst other things, suspend all redemptions or compulsorily redeem unitholders investments where it believes that doing so is in the best interests of unitholders in the Partner Fund as a whole.</p>
Fees & Charges	<p>The Trustee is entitled to recover all reasonable expenses properly incurred in the performance of its duties. These expenses will either be charged pro-rata across all Classes in the Trust or wholly to the Cash Interests or to each Loan Interest, depending on the circumstances and at the Trustee's discretion.</p>
Expenses	<p>The Investment Manager does not charge any fees or buy/sell spreads to unit holders.</p> <p>The Trustee will be entitled to the following fees:</p> <ul style="list-style-type: none"> • An Establishment Fee of \$3,750 to establish the Fund • A monthly fee of \$2,000 charged monthly in advance <p>Unless otherwise stated, all fees quoted in the IM are quoted exclusive of GST.</p>

Key features	Description
Risks	<p>It is important that you read and consider the risks associated with the investment in the Partner Fund before deciding whether to invest.</p> <p>Neither the Trustee or Investment Manager guarantees income or capital returns. Like any investment, there are risks associated with investing in the Partner Fund. There are a number of risk factors that could affect the performance of the Partner Fund and the repayment of unitholders capital. Many risk factors fall outside of the Trustee's and the Investment Manager's control and cannot be completely mitigated.</p> <p>Investors should ensure they obtain appropriate professional advice regarding the suitability of an investment in the Partner Fund having regard to their individual circumstances, including investment objectives, their level of borrowings, their financial situation and individual needs.</p> <p>Whilst the Investment Manager has taken steps to ensure that the information presented in this IM is correct, it is possible that due to factors such as the passage of time or the uncertainty in forecast details that the information contained in this IM may be inaccurate at the date of release of the IM or at a later time.</p> <p>The Trustee has not sought to verify any statements contained in this IM about the investment opportunity described herein, the investment strategy employed by the Investment Manager, the Investment Manager's business or the business of any other parties named in this IM.</p> <p>Neither the Trustee nor Investment Manager guarantees the repayment of investments or the performance of the Partner Fund. The Trustee strongly recommends that unitholders obtain independent financial advice before investing in the Partner Fund.</p> <p>The IM to the CrowdProperty Investment Trust provides a non-exhaustive list of the main risks associated with investment in the Trust. Unitholders should consider them carefully and make their own assessment as to whether they are comfortable with them.</p> <p>Please refer to the Risks section on page 12 of this Information Memorandum for further information.</p>
Taxation Information	<p>Each unitholders taxation position will depend on their individual circumstance and unitholders should seek their own taxation advice in relation to the taxation of income distributed by the Trust, whether interest, dividends, capital gains, etc.</p> <p>Withholding tax</p> <p>Please note that the Trustee may be required to withhold a prescribed amount of distributions from foreign investors and remit this to the Australian Taxation Office (ATO).</p> <p>The Trustee retains its discretion to withhold distributions at the maximum withholding rate until its receipt of a withholding statement from the ATO confirming the correct withholding amount.</p>

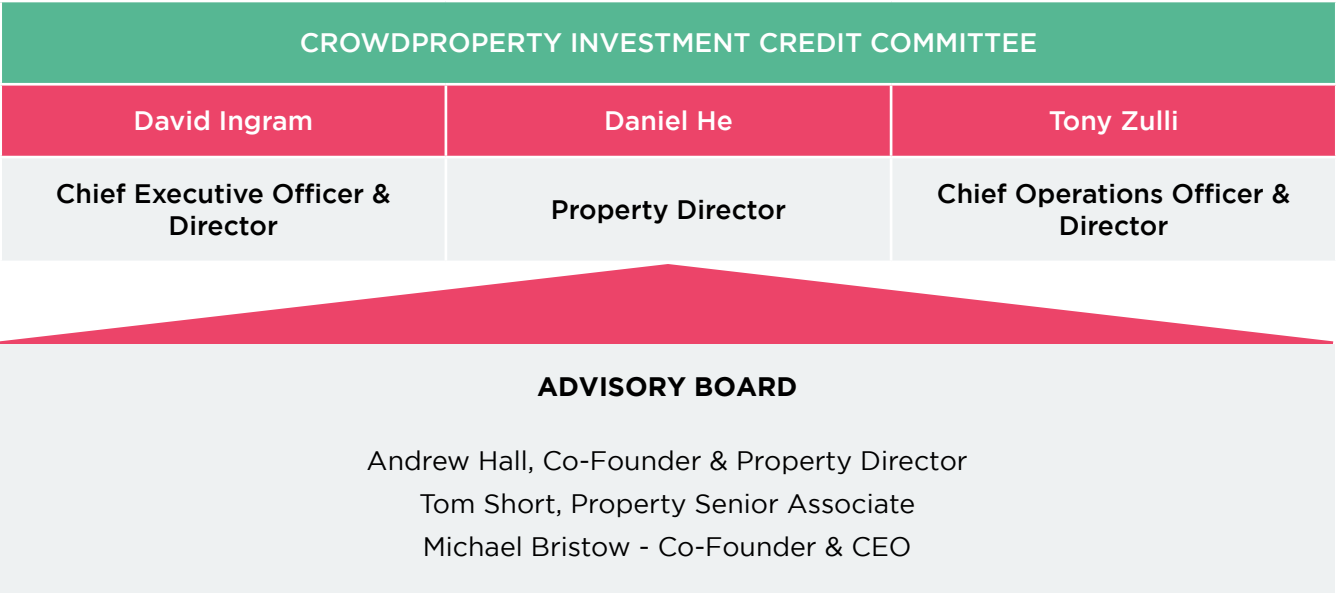
Key features	Description
Taxation Information (continued)	<p>Tax File Number and Australian Business Number</p> <p>It is not compulsory for an Investor to quote a Tax File Number (TFN), claim a valid exemption for providing a TFN, or (in certain circumstances) provide an Australian Business Number (ABN).</p> <p>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%).</p> <p>Foreign Account Tax Compliance Act (FATCA)</p> <p>FATCA is United States (US) tax legislation that enables the US Internal Revenue Service (IRS) to identify and collect tax from US residents that invest in assets through non-US entities.</p> <p>If you are a US resident for tax purposes, you should note that the Trust is or is expected to be a 'Foreign Financial Institution' under FATCA and it intends to comply with its FATCA obligations, as determined by either the FATCA regulations or any inter-governmental agreement (IGA) entered into by Australia and the US for the purposes of implementing FATCA. Under these obligations, the Trust will have to obtain and disclose information about certain Investors to the ATO.</p> <p>In order for the Trust to comply with its obligations, we will also request that you provide certain information about yourself, including your US Taxpayer Identification Number (TIN). We will only use such information for this purpose from the date the Trust is required to do so.</p> <p>Common Reporting Standards (CRS)</p> <p>CRS is the standard set by the Organisation for Economic Co-operation and Development (OECD) for the automatic exchange of information with revenue authorities for tax 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.</p> <p>The Trustee is a 'Reporting Financial Institution' under CRS and intends to comply with its CRS obligations under any relevant Australian laws and regulations, including obtaining and disclosing information about certain investors to the ATO or other foreign tax authorities as required.</p> <p>To facilitate these disclosures, unitholders 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).</p>
Additional Information	<p>The material documents relevant to the Partner Fund include the Trust Deed, the Investment Management Agreement and the IM for the CrowdProperty Investment Trust.</p> <p>You should consider whether it is necessary to obtain independent advice on any of the documents.</p>

2 Roles and Responsibilities

2.1 Investment Manager – CrowdProperty Pty Ltd

The Trustee has appointed CrowdProperty Pty Ltd (CrowdProperty) as the Partner Fund’s Investment Manager. CrowdProperty is responsible for marketing the Partner Fund and managing and administering the investments.

The CrowdProperty credit investment team has many years of experience in the investment and property industries. All decisions to approve a loan for a property project is made by CrowdProperty’s Credit Investment Team, which is shown in the table below.



The CrowdProperty Australia Investment Credit Committee comprises three senior executives with the support of members of UK Property team and Investment Committee, as shown in the diagram above.

2.2 Trustee – Quay Wholesale Fund Services Pty Ltd

Quay Wholesale Fund Services Pty Ltd is the Trustee of the CrowdProperty Partner Fund. Quay has been established as an independent provider of trustee services to fund managers. Quay’s principals have extensive experience in operating registered and unregistered managed investment schemes.

John Ballhausen (Founder)

John was the former managing director of Rimcorp Property Limited (ABN 64 100 029 776) which was the responsible entity for three registered schemes with over \$100 million in funds under management. He has been a key person and/or a responsible manager on several Australian financial services licences.

Simon Lindsay (Founder)

Simon was the former managing director of Aurora Funds Management (ABN 69 092 626 885) which was the responsible entity for five registered schemes with over \$600 million in funds under management. He has also been a key person and/or a responsible manager on several Australian financial services licences.

Further biographical details are available on Quay’s website www.quayfund.com.au. The Trustee holds Australian Financial Services license number 528526 issued by ASIC, which authorises it to operate the Partner Fund.

Quay’s responsibilities and obligations as the Trustee of the Partner Fund are governed by the Trust Deed, the Corporations Act and general trust law. As Trustee, Quay is responsible for the management of the Partner Fund and is required to act in the best interest of Investors.

3 Risks

Like any investment, there are risks associated with investing in the Trust. There are a number of risk factors that could affect the performance of the Trust and the repayment of Investor's capital. Many risk factors fall outside of the Trustee's and the Investment Manager's control and cannot be completely mitigated.

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

Whilst the Investment Manager has taken steps to ensure that the information presented in this IM is correct, it is possible that due to factors such as the passage of time or the uncertainty in forecast details that the information contained in this IM may be inaccurate at the date of release of the IM or at a later time.

The Trustee has not sought to verify any statements contained in this IM about the investment opportunity described herein, the investment strategy employed by the Investment Manager, the Investment Manager's business or the business of any other parties named in this IM.

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

The following is a non-exhaustive list of the main risks associated with investment in the Trust. Investors should consider them carefully and make their own assessment as to whether they are comfortable with them.

Credit risk

The repayment of capital invested in the Trust is not guaranteed. This means that you could lose some or all of your investment in the Trust.

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

The financial position of the Borrowers are influenced by the value of the asset, general economic and specific industry conditions. If a Borrower defaults under their respective contractual arrangements, there can be no guarantee that all of the principal and interest owing by the Borrower will be recovered. This will affect the value of the units in the Trust.

Operational risk

The performance of the Trust is highly reliant on the Trustee and the Investment Manager, and the capabilities of the Platform.

An investment in the Trust is subject to the risk of loss arising from the organisational systems and processes, technology, people, external circumstances, regulatory and compliance frameworks and all other potential matters which directly and indirectly impact operations of the Trustee and the Investment Manager.

To manage this risk, each of the Trustee and the Investment Manager has risk and compliance procedures in place to ensure adequate controls are in place for operations, such as technology systems reviews and backups and compliance and review of legal and other regulatory requirements.

Security risk

There is no guarantee that the security provided in support of a Project Loan will be sufficient or effective to cover any losses incurred as a result of a default by a Borrower. Where such security is insufficient or ineffective, this may result in a diminished investment returns to Investors

Tax risk

Australia is a relatively high tax jurisdiction with complex tax laws. An investment in the Trust may give rise to a variety of complex tax issues for Investors, some of which may relate to special rules applicable to certain types of investors.

Prospective Investors are urged to consult their own tax advisers with specific reference to their own situations concerning an investment in the Trust.

Specifically, there could be uncertainty whether loan interest received by the Trust from Borrowers should be recognised on a cash or accruals basis. To mitigate that uncertainty, the Trustee proposes applying to the ATO on behalf of the Trust for a private tax ruling on how interest income should be recognised.

Changes in tax laws or their interpretation could adversely affect the tax treatment of the Trust, its investments and Investors. In the event of an adverse tax change, the Trustee reserves the right to change investments of the Trust, restructure the Trust, or compulsorily redeem investments in the Trust in accordance with the Trust Deed to limit or prevent any adverse effects.

Regulatory and legal risk

There may be changes in laws, regulations, government policies, taxation laws, generally accepted accounting policies or changes in their interpretation. These changes may adversely impact the Trust, Investors or Project Loans.

The Trustee and the Investment Manager reserve the right to take steps to limit or prevent any adverse effects of such changes, including altering its investments or, if possible, restructuring the Trust.

Investment Manager risk

There is no guarantee that the Investment Manager will achieve its performance objectives, produce returns that are positive, or compare favourably against its peers.

The Investment Manager may change its investment strategies over time, and there is no guarantee that such changes would produce favourable outcomes.

If the Investment Manager is wound up, becomes insolvent or is otherwise unable to meet its obligations, the performance of an investment in the Trust may be negatively impacted.

Key Person risk

Key individuals involved in the management of the Trust may change, which may affect the future performance of the Trust, and the Trust's ability to achieve its investment objectives

Trustee risk

The Units in the Trust are issued by the Trustee and the return of an investment in the Trust is dependent on the performance of the Trustee and its ability to meet its obligations.

If the Trustee is wound up, becomes insolvent or is otherwise unable to meet its obligations, the performance of an investment in the Trust may be negatively impacted.

Related Party Transactions risk

The Trustee may from time to time face conflicts between its duties to the Trust as trustee and its duties to other trusts which it manages or its own interests. The Trustee will manage any conflicts in accordance with its conflicts of interest policy, the Trust Deed, ASIC policies and the law.

The Investment Manager is not a related party of the Trustee. The contractual arrangements between the Trustee and the Investment Manager are negotiated at arm's length between the parties. The Trustee may from time-to-time enter into transactions with related entities.

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

Enforcement action procedures, if required, in the event of default of a Project Loan will be managed by the Investment Manager, in consultation with the Trustee.

Indemnity risk

The Trust will indemnify the Trustee against claims, liabilities, costs and expenses incurred by it by reason of its activities on behalf of the Trust or the Investors, save in respect of any matter resulting from the Trustee's fraud, negligence, or breach of trust in relation to the Trust.

Construction and Development risk

Investments in the Trust will be lent to Borrowers for use in property construction projects. There are specific risks associated with these types of projects, including:

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

Investment Liquidity Risk

An investment in the Trust is designed to be held for the long term. Once an Investor has invested the Trust the liquidity and ability to withdraw money is limited.

Before investing, Investors should therefore carefully consider the fixed term nature of the investments in the Trust.

Operating History risk

The Trust has no operating history upon which Investors may base an evaluation of its likely performance. The success of the Trust's investment activities will depend almost entirely on the Investment Manager's ability to carry out the proposed investment strategy.

While the principals of the Investment Manager have previous experience making and managing investments of the type contemplated by the Trust, a number of the targeted investment types could be considered to require detailed market and industry knowledge, and there can be no assurance that the investment objective will be met.

Documentation risk

A deficiency in documentation could, in certain circumstances, adversely affect the return on the Trust. This may make it difficult for the Investment Manager to enforce a Project Loan and other security in respect of the Project Loan and may also affect the ability to recover any penalties imposed against a Borrower.

External Factors

Prospective Investors should be aware that the investment may be influenced by various factors external to the Trustee and Investment Manager's control, including but not limited to:

- Changes in the Australian and international economic outlook
- Changes in the government fiscal and regulatory policies
- Changes in interest rates and inflation
- Changes in the general level of prices on local and international share markets and general investor sentiment in these markets

COVID-19

Any number of unknown risks may arise as a result of the current COVID-19 pandemic which may adversely impact the Trust and returns to Investors.

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 Trust's investment from all risks.

4 **Additional** Information

4.1 **Summary of material documents**

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

- Trust Deed
- Investment Management Agreement

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

Trust Deed

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

The Trust Deed allows the Trustee to issue Interests which confers on the Investor a beneficial interest in the Trust in its entirety and does not confer an interest in a particular part of the Trust or the Trust's assets.

Subject to the Trust Deed, as an Investor you also have the following rights:

- A right to share in any distributions
- A right to attend and vote at meetings of Investors, and
- A right to participate in the proceeds of winding up of the Trust

The Trust Deed also contains provisions about convening and conducting meetings of Investors. The Trustee can amend the Trust Deed without Investors' approval provided it reasonably considers the change will not adversely affect Investors' rights. The Trust Deed can also be amended by a special resolution passed by Investors.

The Trustee may appoint delegates, attorneys, or agents to perform any act, carry out any obligation or exercise any of its powers, as well as advisers to assist it with its duties and functions.

The Trustee has a right to be fully indemnified out of the assets of the Trust in respect of all expenses, liabilities, costs and other matters incurred by it in connection with the Trust and against all actions, proceedings, costs, claims and demands brought against it in its capacity as Trustee of the Trust except in the case of its own fraud, negligence or wilful default.

The Trustee is indemnified and entitled to be reimbursed out of the assets of the Trust for all expenses properly incurred in connection with the Trust or in performing its obligations under the Trust Deed.

A copy of the Trust Deed is available to Investors from the Trustee free of charge.

Investment Management Agreement

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

The Investment Management Agreement sets out the Investment Manager's obligations to the Trustee and to the Partner Fund. The agreement also contains the arrangements in relation to the fees and costs that are summarised in Section 8.

The Investment Management Agreement will remain in force until the Partner Fund is wound up unless the agreement is terminated earlier in accordance with its provisions. The agreement can be terminated by the Trustee if the Investment Manager is in material breach of the agreement, and that breach has not been remedied within a certain time. There are also provisions allowing the Trustee to terminate if, for example, the Investment Manager becomes insolvent.

If the Trustee is replaced then it is intended that the Investment Management Agreement will continue to operate on the same terms as between the Investment Manager and the new trustee of the Partner Fund.

The agreement also sets out the role of the Investment Manager under which it provides administration services to the Partner Fund, including administrative, accounting, registry, financial and compliance reporting, AML/CTF and back office services in exchange for a fee, subject to the overall supervision of the Trustee.

4.2 Privacy

The application process requires you to provide personal information to the Trustee. The Trustee collects this personal information so that it can process and administer any application for investment in the Partner Fund you make. Additionally, the Trustee collects this information in order to administer, manage and generally service your investment in the Partner Fund.

The Trustee will normally collect personal information directly from you. However, in certain circumstances, the Trustee may collect personal information about you from third parties, such as the Investment Manager or third-party service providers of the Trustee.

If you do not provide the personal information requested by the Trustee or provide incomplete or inaccurate information, the Trustee may not be able to accept or process your application for an investment in the Partner Fund or may be limited in the services or assistance the Trustee can provide with respect to the administration of any investment you subsequently make in the Partner Fund. The Trustee may disclose your personal information to organisations such as the 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 Trustee be liable under the Privacy Act 1988 (Cth) ('Privacy Act') in the event that the recipient does not act consistently with the APPs.

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

The Trustee will take reasonable steps to ensure that the personal information about a unitholder 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 Trustee's Privacy Policy by telephone or writing to the Privacy Officer at:

Privacy Officer
Quay Wholesale Fund Services Pty Ltd
Suite 3701, Level 37
1 Macquarie Place
Sydney NSW 2000
enquiries@quayfund.com.au
1300 114 980

The Trustee's Privacy Policy is also available on its website: www.quayfund.com.au

4.3 **Complaints Handling**

Applicants and unitholders who wish to make a complaint about the Partner Fund should contact the Trustee by telephone on 1300 114 980, by email to enquiries@quayfund.com.au, or in writing addressed to:

The Complaints Officer
Quay Wholesale Fund Services Pty Ltd
Suite 3701, Level 37
1 Macquarie Place
Sydney NSW 2000

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

5 **Corporate** Directory

Trustee	<p>Quay Wholesale Fund Services Pty Ltd (ACN 647 044 602)</p> <p>Suite 3701, Level 37, 1 Macquarie Place, Sydney NSW 2000 Australia</p> <p>Telephone: 1300 114 980 Email: enquiries@quayfund.com.au Internet: www.quayfund.com.au</p>
Investment Manager	<p>CrowdProperty Pty Ltd (ACN 633 516 195)</p> <p>50 Yeo Street, Neutral Bay NSW 2089, Australia</p> <p>Telephone: 02 7227 7377 Email: hello@crowdproperty.com.au Internet: www.crowdproperty.com.au</p>

