

www.ArcheryCapital.com.au 1300 878 878

Disclaimer

This information memorandum dated 27 February 2020 (Memorandum) is issued and made available by Archery Capital Pty Ltd ACN 141 236 535 AFSL No. 504586 (Trustee, we, us, our), the trustee of the Archery Capital Mortgage Investment Fund (Fund). Archery Capital Investment Management Pty Ltd (ACN 628 985 419) (Manager) is the investment manager for the Fund. The Manager is a corporate authorised representative of the Trustee.

No person other than the Trustee or Manager has caused or authorised the issue of this Memorandum or takes any responsibility for the preparation of this Memorandum or the establishment of the Fund.

Investments in the Fund will be by invitation only. This Memorandum and the offer to which this Memorandum relates is only available if you are, and by accepting this Memorandum you are representing that you are, a Wholesale Client. This Memorandum is not a prospectus or product disclosure document under the Corporations Act 2001 (Cth) (Corporations Act) and is not required to be and has not been lodged with the Australian Securities and Investments Commission under the Corporations Act. This Memorandum does not constitute an offer or invitation in any place or to any person in or outside of Australia where it would be unlawful to make such an offer or invitation. The offer is not available in the United States (US) or to US persons (as defined in the relevant US securities law) unless otherwise approved by the Trustee. No public offer of Units will be made.

Interests in the Fund will be issued as units (**Units**). The Trust Deed provides the ability for the Trustee to issue classes of Units (**Classes**) in the Fund. Under the Trust Deed, different Classes may have different rights and obligations. The Trustee intends to issue multiple Classes of Units in the Fund with each Class having an asset exclusively referable to that Class. This Memorandum contains a non-exhaustive summary of certain proposed features of the Fund generally. The specific details in respect of each proposed Class within the Fund will be disclosed in the relevant Term Sheet.

Investors are not entitled to cooling off rights under the Corporations Act or any other legislation. Please contact the Trustee if you have any queries in relation to cooling off rights. The Trustee is not obliged to accept applications and reserves absolute discretion in limiting or refusing any application in whole or in part.

No person guarantees the performance of, or rate of return from, the Fund nor the repayment of capital from the Fund. An investment in the Fund is not a deposit with, nor another liability of, the Trustee or Manager or any of their related bodies corporate, associates, directors, officers and employees, nor any other person. Investment in the Fund is subject to investment risks, including possible delays in repayment and loss of income and capital invested and is suitable only for potential investors who do not require immediate liquidity for their investments. Prospective investors should only consider investing if they fully understand and are willing to assume the risks involved in investing in the Fund. To the maximum extent permitted by law and subject to the Trust Deed, neither the Trustee nor Manager nor any related party, officer, director, adviser or associate of the respective entities provides any representations or warranties in relation to this Memorandum or the Fund and disclaim all responsibility in relation to the Memorandum and the Fund. Neither the Trustee nor the Manager make any representation or warranty as to the accuracy of the contents of this Memorandum after the date it was first issued.

This Memorandum supersedes all previous representations (including presentations, brochures and information memoranda) in relation to the Fund and the offer in this Memorandum. The Trustee reserves the right to modify, withdraw, reject or cancel any offering made pursuant to this Memorandum at any time prior to accepting any application. This includes the right to close an offer at any time, accept late applications, increase or decrease the size or timing of the offer in its sole discretion.

Any information or representations not contained in this Memorandum or a Term Sheet may not be relied upon as having been authorised by the Trustee or Manager (as applicable) and should be disregarded.

Any forward-looking statements in this Memorandum (including statements of intention, projections and expectations of investment opportunities and rates of return) are made only at the date of this Memorandum

based on current expectations and beliefs but involve risks, contingencies, uncertainties and other factors beyond the control of the Trustee and Manager which may cause actual outcomes to be materially different. Assumptions underlying such statements involve judgements which may be difficult to accurately predict. Therefore, such forward looking statements included in this Memorandum may prove to be inaccurate and should not be relied upon as indicative of future matters.

This Memorandum is not intended to be a recommendation by the Trustee, the Manager or any other person to invest in the Fund. Recipients should read this Memorandum (together with a relevant Term Sheet) in their entirety and seek independent advice from their financial, tax and other professional advisers before applying to subscribe for Units. The information provided in this Memorandum is general information only and does not take into account the personal objectives, financial situation or needs of any persons. Prospective investors should read this Memorandum carefully and conduct and rely on their own investigation of the Fund and consider whether investing in the Fund is suitable to their individual circumstances before making an investment. Potential investors are not to construe the contents of this Memorandum as legal, financial or tax advice.

The Trust Deed (which is available for free on request from the Trustee) should be considered in conjunction with this Memorandum. To the extent of any inconsistency between this Memorandum and the Trust Deed, the Trust Deed will prevail.

Australian Goods & Services Tax (GST)

Unless otherwise stated, fees and costs disclosed in this Memorandum are exclusive of Australian GST.

Australian dollars

All amounts in this Memorandum are given in Australian dollars unless specified otherwise.

Updated information

Information in this Memorandum, as well as the terms and conditions of the offer or the Fund, may be changed from time to time. This Memorandum is current as at the date of issue and neither the Trustee nor the Manager has any obligation to update the contents of this Memorandum. Any material updates will be uploaded to the Trustee's website www.archerycapital.com.au.

Selling restrictions

This Memorandum does not constitute an offer or invitation in any place or to any person in or outside of Australia where it would be unlawful to make such an offer or invitation. No public offer of Units will be made in any country.

This document may not be forwarded or distributed to any other person and may not be reproduced in any manner whatsoever. Any forwarding or distribution, in whole or part, is unauthorised. Failure to comply with this directive may result in violation of laws of other jurisdictions.

None of the Trustee, the Manager nor any of their respective directors, officers, employees, representatives, advisers or affiliates, accepts any liability or responsibility whatsoever for any loss howsoever arising from use of this Memorandum or its contents or otherwise arising in connection therewith.

Glossary

A glossary of defined terms is set out in section 10 of this Memorandum.

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1. EXECUTIVE SUMMARY

1.1 INTRODUCTION

Archery Capital Pty Ltd ACN 141 236 535 AFS Licence No. 504586 (**Trustee**) is pleased to offer investors the opportunity to invest in the Archery Capital Mortgage Investment Fund (**Fund**). The Fund seeks to provide investors with the opportunity to gain investment exposure to individual, stand-alone, first or second mortgage secured loans, that best meet investors' risk, reward and investment-term requirements and provides access to higher returns available in this sector.

1.2 KEY FEATURES OF THE FUND Fund

The Fund is an unregistered Australian managed investment scheme structured as a unit trust, with a cash class (Cash Class) as well as multiple investment classes (Loan Class), with each Loan Class referrable to a single loan investment.

The Fund will raise capital for each Loan Class. Separate Loan Classes will be offered for each specific loan. This means that an investor's entitlement to income or capital is based entirely on the number of Units the investor holds in a specific Loan Class. The Units held by an investor in one Loan Class do not entitle the investor to the income or capital of other Loan Classes of the Fund. In addition, if a loss occurs in a particular Loan Class, that loss is referable to that Loan Class and will not affect investors who hold Units in other Loan Classes.

This Memorandum relates to the Fund as a whole. Specific details of a particular loan in respect of each Loan Class will be disclosed in a separate disclosure document (**Term Sheet**).

Cash Class

Investors who seek to invest in the Fund first need to apply for Units in the Fund's Cash Class. Each Unit in the Cash Class will be valued at \$1.00.

The Cash Class does not make any investment and all of investment moneys held in it are deposited with an Australian regulated bank pending an investment in a Loan Class. The Cash Class will however earn interest at the prevailing interest rate which will usually be distributed quarterly.

Investment returns from an investment in a Loan Class may be paid into an investors' bank account or the Cash Class. Investors will generally be able to redeem their Units in the Cash Class within 3 Business Days.

Loan Class

After reviewing the Term Sheet in respect of a specific Loan Class, investors will be able to apply to invest in that Loan Class and gain an exposure to the specific loan proposed to be held in that Loan Class, as described in the Term Sheet.

If the investor's application to invest in a Loan Class is accepted, the required number of their Units in the Cash Class will be converted to Units in the relevant Loan Class.

Under the Trust Deed, the assets and liabilities of a loan will be exclusively referrable to the Loan Class in relation to which the loan is held. An investor in one Loan Class will have no entitlement to any income (or exposure to any liability) of another Loan Class.

The Term Sheet will have relevant details of each Loan Class available for investment, including information about the borrower, the loan amount, the security for the loan, the term of the loan, the interest rates payable, and the type and purpose of the loan. Other information to be set out in the Term Sheet is described in this Memorandum.

Eligible investors

The offer is only open to investors who are Wholesale Clients.

Applications

An application for Units in the Cash Class (can be made by signing an application form and sending it to the Trustee. Each Term Sheet will specify the relevant offer open and close date for the relevant Loan Class. Investors in a Cash Class will need to complete a Nomination Form to covert the Units from the Cash Class into a nominated Loan Class.

Distributions

Distributions to investors in a Loan Class are intended to be paid monthly, subject to the specific terms noted in a Loan Class' Term Sheet.

Redemptions

Redemptions from the Cash Class are allowed at any time. By contrast, generally no redemptions are permitted from a Loan Class. An investor's capital and income (if any) will be returned when the Loan Class is terminated.

Investor reporting

Investors will receive the following reports:

- 1. Quarterly reports on investments held;
- 2. Monthly income statements; and
- 3. Financial reports for a financial year.

1.3 INVESTMENTS

Target return

The target return for each Loan Class will be documented in the relevant Term Sheet.

The return to investors is anticipated to be between 8% and 18% depending on the terms and conditions and perceived risk characteristics of the specific loan.

The Manager will be entitled to a Management Fee from the returns of the loan. Other costs associated with the administration of a loan will be paid by the borrower and there are no additional fees charged to investors.

Investment term

The investment term for each Loan Class will be disclosed in the relevant Term Sheet.

The term of a Loan Class may be reduced where the borrower pays the loan back early or the Trustee determines it appropriate to do so.

The term of a Loan Class may also be extended where the Trustee determines it appropriate. The Trustee can extend the term of a Loan Class for up to 6 months in total without seeking investor approval.

Where the Trustee proposes to extend a the term of a Loan Class for a period greater than 6 months (in total) we will issue a new Term Sheet and provide investors with an opportunity to withdraw their investment.

Where a loan is fully discharged, and all distributions have been paid, the Units of the relevant Class will be cancelled.

At the conclusion of the term, the investment proceeds will be returned to Investors.

Minimum investment

Investors must invest a minimum amount of AUD \$50,000 (Minimum Investment Amount) in a Loan Class, unless otherwise agreed by the Trustee. The Trustee may vary the Minimum Investment Amount in its absolute discretion and without prior notice to other existing or prospective investors.

Loan-to-valuation ratio (LVR)

The loan advanced to the borrower will usually be less than 80% of the security valuation. Loans will be monitored regularly to ensure the LVR continues to be less than 80% regardless of any amendments or extensions to the loan or changed market conditions. Any LVR over 70% will be reviewed on a quarterly basis. The specific LVR for each Loan Class will be disclosed in the relevant Term Sheet.

Management fee

The Manager may charge a management fee for managing the loan of each Loan Class of up to 2% of the loan amount however the intention is to charge the management fee directly to the borrower and not to the investor.

Investors in the Fund will generally not be liable for any other fee or ordinary expense.

FUND INVESTMENT STRATEGY

2.1 INVESTMENT BACKGROUND

The Australian mortgage market moves in cycles which are influenced by a wide range of factors including interest rates, consumer confidence, unemployment and previous rates of growth that impact on rental yields and levels of affordability.

Recent restrictive bank lending policies have caused borrowers to find alternative sources of cash-flow to support property developments and demand for loans at higher-rates has increased significantly over the last 2 years. More recently, the available credit quality has improved and borrowers' appetite for higher than bank-rates has increased. It also appears default rates are increasing in situations where banks have previously loaned to borrowers but recently retracted their loans, leaving borrowers with a higher cost of funds.

2.2 INVESTMENT LOAN GUIDELINES

Prior to commitment from the Fund, loans will generally have to meet the following guidelines:

Type of loan	Property including office, retail, residential, land, construction or development
Valuation	The percentage of loan to asset value is performed by a licensed valuer within 3 months prior to the loan commencement
Security	All loans must have first or second mortgage and often further guarantees are also obtained
LVR	A maximum of 80%
Eligible borrowing purposes	Loans will only be made for genuine business purposes and no loans will be made to which the National Credit Code applies.
Term	Variable, but generally 3-12 months depending on borrower circumstances
Target interest rate on loans	8% to 18% per annum depending on risk.

Loans to related parties

The Trustee may, but does not intend to, make loans to related parties. Where we do so, it will be on arm's length terms.

Identity verification

Prior to making a loan, the Trustee will undertake a verification of identity (VOI) process with respect to each borrower and any guarantor in accordance with its AML/CTF obligations.

2.3 INVESTMENT DUE DILIGENCE AND MONITORING

The Manager implements a consistent approach to investment due diligence, including a highly detailed and thorough analysis of the investment strategy, risk profile, exit and repayment options and wider impacts, including financing, tax and structuring risks.

During this process, the Manager seeks to ensure properties securing the loans have broad market appeal, the borrower's financial and operating capacity have been reviewed and found to be acceptable and loan repayment/recovery strategies have been considered and found to be acceptable.

The Manager will also have the ability to review and change the terms, conditions and pricing of any proposed loan.

Credit Committee

The Credit Committee (**CC**) is responsible for the individual review of all loans and associated risks, recommending and approving investments for the Fund and monitoring loan performance.

The CC monitors loans to ensure borrowers and complying with conditions, develops and implements credit policies, assesses risks, sets borrowing limits, and undertakes recovery action if required. The CC meets each time a new loan is tabled for review and at least monthly.

Post-investment monitoring

Discussions occur in relation to each loan, including changes to the market, changes to interest rates or other matters that may impact the loan.

The Manager continues to monitor every investment, applying its understanding of both the market and the underlying security property in order to mitigate potential risks to ensure

successful project delivery. In particular, the Manager will:

- perform periodic reviews of each investment against performance expectations and risk metrics;
- undertake regular site visits and security property inspections in addition to regular communications with borrowers and other key stakeholders;
- monitor key deliverables and assessment of compliance with specific investment milestones;
- recommend and implement any appropriate investment management actions; and
- recommend strategies for recovering assets and enforcing securities in the event of loan defaults.

The Manager performs a continual oversight and review function to ensure consistent investment monitoring and adherence to overall mandated fund strategy and investment thesis. The Manager adopts an active risk monitoring and reporting framework.

2.4 VALUATIONS

The Manager has a panel of independent valuers which are selected based on their experience and skills in valuation practice in respect of the property securing the loan. The composition of the valuation panel is reviewed on a regular basis.

An independent valuation will be undertaken by a panel valuer for each property providing security for a loan which will generally be no more than 3 months old when the loan is approved.

The Manager accepts two valuation methods:

• Market valuation

Market valuation is an estimate of the price that should be realised in a sale at the valuation date and is generally used for loans that do not involve construction or development.

• Construction valuation

For a construction or development loan the valuation report will contain a number of values being, at least, the value of the property on an "as is" basis, and on an "as if complete" basis. The Manager assesses the loan with regard to both "as is" and "as if complete" values. Depending on the nature of the project, additional information may be sought from quantity surveyors and other related property development advisers, including environmental experts.

For both methodologies set out above, the valuation must clearly state that the valuation has been undertaken to enable the Manager to lend funds secured by a mortgage.

Quantity surveyors

In respect of construction and development loans the Manager retains a panel of independent quantity surveyors, the composition of which is reviewed on a regular basis.

A report from a quantity surveyor is generally required prior to each construction and development loan advance. This certified report contains, at a minimum, a detailed assessment of:

- costs including the original estimate provided along with any authorised variations;
- the construction or development works completed to the date of the report;
- works previously certified and any current claims to be made; and
- costs to complete the project including any remaining contingency allowances and variations.

3. KEY PARTIES

3.1 ABOUT THE TRUSTEE

The Trustee holds an Australian financial service license (AFSL No. 504586).

The Trustee is responsible for management of the operations of the Fund and for holding the assets of the Fund. While it delegates investment management, administration and mortgage advisory services to other entities, it retains ultimate responsibility for these functions.

The Trustee (on behalf of investors in each Loan Class) will also be the lender of record in relation to the loans.

3.2 ABOUT THE MANAGER

Archery Capital Investment Management Pty Ltd ACN 628 985 419 is the investment manager of the Fund (Manager). The Manager is responsible for the day-to-day management of the Fund and all of the investments of each Loan Class pursuant to the Management Agreement. The Manager is a wholly-owned subsidiary of the Trustee and an authorised representative of the Trustee in respect of the provision of financial services relating to the Fund

The Manager's role will include:

- implementing the investment strategy;
- sourcing attractive investments;
- presenting investment and divestment recommendations to the Trustee;
- marketing distribution;
- loan and mortgage management;
- income management and calculation;
- investor reporting; and
- debt and security enforcement.

3.3 KEY PERSONNEL

There is an overlap of the key personnel in the Trustee and Manager. Key personnel include:

Prenesan Acharrie - Managing Director



With 20 years of experience in the finance, legal, accounting and government sectors, Prini Acharrie brings a wealth of knowledge to his role as CEO of Archery Capital. Prini occupied senior roles at a major Australian bank which included building and running high performing teams at a regional and global level. With exposure to both the domestic and international markets, Prini has developed an extensive understanding of the banking and finance industry.

Prini offers expertise in corporate finance, including operational reviews and restructuring as well as capital raisings and advice on debt and equity alternatives.

Prini holds professional memberships with the Law Society of NSW as a solicitor, and is also a member of ARITA (Australian Restructuring Insolvency & Turnaround Association), and INSOL (International Federation of Insolvency Professionals).

Paul Bailey - Chief Operations Officer



Paul Bailey is the Chief Operating Officer at Archery Capital and has direct responsibility for the Sales and Marketing divisions. Having spent the last 18 years in senior roles in banking and finance in both the United Kingdom and Australia, Paul has developed a passion for finding and delivering the right solution for stakeholders at both the borrower and financier end.

At Archery Capital, Paul has leveraged his existing mature network and added a strong contingent of quality brokers and referrers that share his business ethics.

Paul, in addition to holding a Bachelor of Science degree, is a disciple of Six Sigma, and has embedded this methodology into the DNA of Archery Capital, thereby ensuring that the business is streamlined for efficiency.

Kay Sprague - Chief Administration Officer



Kay is an experienced financial services executive with over 25 years of experience across investor services, asset management, merchant banking and broking with leading global firms, in product development and functional management roles at country and regional levels, determining strategy and driving business profitability, growth and development. Kay also holds qualifications in accountancy, taxation, is a Responsible Manager for AFS license purposes, and has deep experience in the legal, regulatory and control framework of products with expertise locally, regionally and globally.

4. KEY RISKS OF INVESTING IN THE FUND

It is important potential investors understand the possible risks that can affect their investment in the Fund. All investments are subject to risk and therefore may impact contributed capital or returns. Neither the Trustee or the Manager, guarantee any level of return to investors or gives an assurance that the Fund or its Classes will achieve their return objectives in a timely manner.

Applicants should obtain independent advice from their financial, tax and other professional advisers before applying to subscribe for Units.

While not exhaustive, the following risks should be considered prior to any investment:

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

Investment Strategy Risk: Investment in the Fund carries the risks that the Manager's due diligence, loan management and/or other asset related functions will not be carried out properly creating an adverse impact to investors.

Key Person Risk: The Fund's performance is dependent on the expertise and decisions of the Trustee and the Manager. As such, there is a risk that changes in key personnel of the Trustee and/or the Manager may negatively impact Fund performance.

Default risk: Default risk is the risk that an approved borrower defaults on their obligations. For example, failing to make a payment due or to return the principal. To mitigate this risk, loans will only be entered into with approved borrowers which will be assessed using risk control parameters and eligibility criteria. Security will be taken where necessary.

Market risk: Market risk is the risk that a general downturn in economic conditions, whether they be global, domestic, or local, adversely affects the Fund. Economic risk may impact on a borrower's ability to repay loans, the value of underlying security properties, and the value of other

investments held. Investment returns are therefore influenced by the performance of the market and of the economy.

Diversification risk: As each Loan Class will have only a single loan, there is no diversification. While investors can invest in multiple Loan Classes this may also only provide limited diversification depending on the Loan Classes selected. Diversification is limited to diversification within loan investments which are under the mandate of this Fund

Security risk: There is no guarantee that where there is a default by a borrower, the security held by the relevant Loan Class will be sufficient or effective to cover any losses incurred as a result of the default. Where such security is insufficient or ineffective, this may result in a diminished return on Units for investors in that Loan Class.

Enforcement risk: If a borrower defaults, the Fund may have to enforce its security to recover the loan and any unpaid interest. Consequently, any enforcement delay may result in the Fund temporarily having insufficient money to pay all distributions relating to that loan to investors in that Loan Class. Further, there is a risk that the loan documentation may not be enforceable at law, that enforcement action may involve protracted legal processes, and that the net sale proceeds on any sale of a security property would not be sufficient to cover income

Counterparty risk: Counterparties to the Trustee may default on their contractual obligations. If a counterparty defaults under their respective contractual arrangements, this may have an adverse impact on the Fund and its investors.

Operational risk: Operational risk include those risks which arise from carrying on a funds management business. The operation of the Fund requires the Trustee, Manager and other service providers to implement sophisticated systems and procedures. Some of these systems and procedures are specific to the operation of the Fund. Inadequacies with these systems and procedures or the people operating them could lead to a problem with the Fund's operation and result in a decrease in the value of Units.

Regulatory 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 Fund, investors or investments of the Fund. The Trustee and 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 Fund.

Junior Lender risk: For Loan Classes that invest in second ranking mortgage over the secured property (which ranks in priority behind a senior lender), the Trustee's or the Manager's ability to recover the amount owing will be affected by the actions of the senior lender in the event of a default by the borrower. Generally, the senior lender will have the right to take possession of, and deal with, the secured property and assets of the borrower if various covenants of the senior lender's loan facility are not met. As a loan's security may rank behind that of the senior lender, if the borrower defaults under any of the loans and the senior lender exercises its security, the Trustee and the Manager will not have day-to-day control over the borrower's assets. This will generally mean that the Trustee or the Manager cannot exercise the loan's security until the senior lender has been paid in full.

Development risks: Where the Fund makes property development loans, the relevant Loan Class will be exposed to a range of risks inherent in property development. The Manager will use its skills and experience to monitor and mitigate these risks to a level corresponding with the potential return offered by the development opportunity. However, it may not be possible to avoid certain risks entirely.

Construction risk: This includes risks specific to development such as cost, timing and defects. To mitigate this risk, the Manager will form a view on the builder's capabilities to manage both costs and timing. Costing may also be managed by utilising fixed price contracts with the builder, fixed timing and formal reviews regarding defects.

Pre-paid and capitalised interest risk: A Loan Class may capitalise interest payments on loans, by including the interest payable on the loan in the

original loan amount. This is often referred to as 'pre-paid interest'. The interest is therefore not funded out of the borrower's ongoing cash-flow. This arrangement is more common with construction and development loans, where the loan and interest are to be repaid out of the proceeds from the sale of the property. Therefore, there is a risk the profit that the borrower achieves out of the sale of the property may not be sufficient to repay the total loan. This includes both principal and interest. The Fund may also capitalise interest where a loan falls into arrears. This means the total amount owed by the borrower will increase as the borrower fails to make the required payments under the loan. The loan will still be regarded by the Fund as being in

Investment liquidity risk: An investment in the Fund is designed to be held for a minimum term as described in the Term Sheet. Once an investor has subscribed for Units in one of the Fund's Loan Classes, Units generally cannot be redeemed. Further, the Trustee has the right to extend the term of a Class for up to 6 months.

Before investing, investors should therefore carefully consider the fixed term nature of an investment in the Fund on the basis that their investment will not generally be available for redemption until the end of the Loan Class's term.

Further, there may be no secondary market for Units in which Units may be transferred for value, and there are restrictions in the Trust Deed

Tax risk: Australia is a high tax jurisdiction with complex tax laws. An investment in the Fund 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 reference to their specific situations concerning an investment in the Fund.

Property location and condition: In general, the location, age, construction quality and design of the security properties may affect the value of the properties. The characteristics of the area or market in which the properties are located may change over time. If the valuation of the security property is not accurate, there is a risk that there

may not be sufficient security for the Fund to recover the loan from a borrower even if it takes recovery action against the security property. To mitigate this risk, the Manager will arrange for an independent valuation of the security property before the loan is settled.

Environmental risk: This risk is associated with issues such as land contamination or impacts on the land, fauna and flora associated with the development, which can impact the property's value. To mitigate this risk, prior to providing finance to the borrower, the Manager will perform due diligence process which may include involvement from external environmental consultants to the extent necessary in the circumstances.

Legal risks: The risks associated with the individual site and associated legal obligations. These risks will generally be reviewed by the Trustee, the Manager and appropriate legal consultants.

Planning and design risk: Where a loan is made for development purposes, there is a risk that the borrower may not obtain the requisite government or regulatory approvals and permits to develop the security property. This may increase development costs and cause delay in the development project, which may impact the ability of the prefect to generate a profit.

Specification risk: This risk typically relates to the quality and accuracy of the building works. This risk is managed through appropriate warranties and guarantees, in addition to close supervision from the Trustee, the Manager and their consultants.

Procurement and documentation risk: This includes risk associated with inadequate or incomplete documentation. To mitigate this risk, the Manager will arrange for an extensive review of all documentation from both a commercial and legal perspective. Particular regard is given to the risk of cost over-runs, completion dates and the requirements of third parties.

Properties do not sell: There is a risk that security properties in a Loan Class are offered to the market but may not be sold for an acceptable price within the relevant timeframe, which may impact on the borrower's ability to repay the loan.

5. FEES AND EXPENSES

5.1 MANAGEMENT FEE

The Manager may charge a management fee for managing the loan of each Loan Class.

The Manager, in its sole discretion, may elect to defer its receipt of any fees from time to time. Any deferral will in no way affect the right of the Manager to receive any fees payable. The Manager may also rebate or waive all or part of any fees applicable to Units for some or all investors and/or pay all or part of such fees to third parties for services related to the issue of Units.

5.2 TRANSACTION COSTS

Transaction costs incurred in the establishment of a loan such as legal fees and valuation fees will generally be paid for by the borrower and will not come out of investor funds.

5.3 EXPENSES RECOVERY

The Trust Deed permits certain expenses to be recovered directly from Fund assets. Normal expenses include administration fees, registry costs, audit, accounting fees, tax consulting fees, postage and printing costs. However it is the intention of the Trustee not to charge any of these fees to the Fund.

The Trustee is however also entitled to be reimbursed from the Fund for abnormal expenses, such as the cost of Unit Holder meetings, defending legal proceedings, special valuation of assets and the costs of terminating the Fund. These expenses are not generally incurred during the day-to-day operation of the Fund and are not necessarily incurred in any year. But if they are incurred, they will be deducted from the assets of the Fund in accordance with the Trust Deed.

6. INVESTMENT IN THE FUND

6.1 APPLICATIONS

To invest in the Fund, you must complete the Application Form and provide the required customer identification material listed in that form.

Application monies must be denominated in Australian dollars only. Application monies are to be transferred by electronic funds transfer (EFT) from an eligible Australian or overseas bank. Please make sure you carefully read and understand the terms of the Application Form.

The Trustee is not obliged to accept an application and may reject any application without giving reasons. If the Trustee accepts your application you will then will be able to apply to invest in a Loan Class through completing a Nomination Form.

Minimum initial Investment

The initial Minimum Investment Amount in a Loan Class is \$50,000, unless otherwise agreed by the Trustee. The Trustee may vary the Minimum Investment Amount in its absolute discretion and without prior notice to other existing or prospective investors.

Application price

The Unit price of Units to be issued will be \$1.00 per Unit as set out in the Trust Deed unless otherwise determined by the Trustee.

Nomination Form

Investors must provide the completed Nomination Form before 5pm AEST on the Closing Date (as disclosed in the Term Sheet) to apply to invest in a Loan Class. Units in the Loan Class will be issued 10 Business Days after the Closing Date if sufficient investment funds are raised (as disclosed in the Term Sheet).

6.2 DISTRIBUTIONS

Subject to short-term cash flow requirements within the Fund and the borrowers payment of interest commitments, a distribution to investors of net income (if any) is intended to be paid pro rata to the number of Units investors hold in a the relevant Loan Class. The frequency of the

distributions will be disclosed in the relevant Term Sheet.

Distribution payments will be paid to a nominated bank account. None of the Trustee, the Manager or their related parties, officers, employees, consultants, advisers or affiliates guarantees the declaration and amount of any distribution.

6.3 REDEMPTIONS

Investors can only redeem their Units from the Cash Class by completing a redemption form and providing it to the Trustee. Redemptions from the Cash Class are generally made within 3 Business Days.

Investors do not however have a right to redeem their Units from a Loan Class. This is because it is expected that investors in a Loan Class remain invested for the fixed term of each loan held by each Loan Class. Payments under the loan are paid at regular intervals or at the end of the loan term as specified in the Term Sheet.

The Trust Deed permits compulsory redemption in certain circumstances, as described in section 6.4 of this Memorandum.

The Trustee may, in its absolute discretion, upon receipt of a request from an investor, allow a transfer of Units to another person, if another person can be identified by the investor to replace the investor, that person is a Wholesale Client and the Trustee agrees to the transfer.

6.4 COMPULSORY REDEMPTIONS

Investors' Units may be compulsory redeemed under, and in accordance with, the Trust Deed where for example:

- Units are held in circumstances which might result in a violation of an applicable law (including by the Fund, Trustee or Manager) or subject the Fund to consequences which are detrimental to investors as a whole;
- the investor made a misrepresentation in acquiring its Units; or
- the Unit Holder has failed, or is likely to fail, to meet any criteria for eligibility of investors, determined from time to time by the Trustee.

6.5 OFFER CHANGES

The Trustee and Manager reserve the right to cancel the offer in relation to the Fund and return

application monies (without interest) for whatever reason, as well as to update or change the terms of the offer.

7. HOW MANAGED INVESTMENT SCHEMES ARE TAXED

Investors should seek their own taxation advice about making an investment in the Fund.

8. ADDITIONAL INFORMATION

8.1 INVESTOR REPORTING

Investors will be provided with the reports set out in the table below. Investors will also receive confirmations of their Unit applications and withdrawals. Investors may ask the Manager for additional information as reasonably required, although the Manager may not always be able to satisfy such requests.

Report timing

Financial accounts for a financial year provided to each investor within 120 days after the end of the financial year.

Quarterly investor update report to be provided within 1 month of the end of each calendar quarter.

Monthly interest statements to be provided within 1 month of the payment of each income distribution.

8.2 RELATED PARTY TRANSACTIONS

The Trustee and the Manager are related parties.

In the management of the Fund, the Trustee or Manager may enter into other agreements with other related parties. These related party transactions will be conducted on arm's length terms. Any conflict of interest or potential conflict of interest is managed in accordance with the Trustee or Manager's internal conflict of interest policy.

8.3 CONFLICTS OF INTEREST

The Trustee or any of its associates may, from time to time:

- hold Unit in the Fund;
- represent or act for, or contract with, their affiliates and associates or investors;
- deal in any capacity with the Trustee or with any related body corporate or associate of the Trustee or with any trust;

- invest in and deal in any capacity, with the same investments as that of the Fund, on similar or different terms;
- act in various capacities in relation to, or be otherwise involved in (such as by way of investment), other business activities that may be in competition with the interests of investors;
- act in any capacity in relation to any other trusts, including subscribing for units in other trusts on behalf of investors;
- arrange, advise, consult, manage or act in any other capacity including as trustee of another trust or in connection with investment management arrangements, investment or advisory mandates and/or other similar arrangements (including, without limitation, where such capacities, arrangements or mandates involve activities similar to the Fund);
- appoint any agents and use brokers, custodians and clearing houses and other persons, including related parties, for the purposes of it meeting its obligations and responsibilities in respect of the Fund;
- acquire or dispose of trust property to associates of the Trustee at the price and in the manner contemplated by this Memorandum or the Trust Deed; or
- receive and retain profits or benefits of any nature in connection with the Fund, including buying or selling trust property from or to itself in another capacity, and may do so without being liable to account to investors.

8.4 ANTI-MONEY LAUNDERING

The Trustee and Manager are required to comply with the Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth) (AML/CTF Law). This means the Trustee or Manager will require you to provide personal information and documentation in relation to your identity when you invest in the Fund. The Trustee or Manager may need to obtain additional information and documentation from you to process your application or subsequent transactions, or at other stages during your investment.

The Trustee or Manager will need to identify you prior to issuing Units. The Manager or Trustee will not issue Units until all relevant information has

been received and your identity has been satisfactorily verified;

In some circumstances, the Trustee or Manager may need to re-verify this information.

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

In order to comply with AML/CTF Law, the Trustee or Manager may be required to disclose information that the Trustee or Manager holds about you or any beneficial owner of investments to third parties, including their related bodies corporate or relevant regulators of AML/CTF Law.

8.5 PRIVACY

The Application Form accompanying this Memorandum requires you to provide personal information. The Trustee, Manager and service providers to the Trustee or Manager may collect, hold and use your personal information in order to assess your application, service your needs as a Unit Holder, provide facilities and services to you, the Trustee, the Manager or the Fund and for other purposes permitted under the Privacy Act 1998 (Cth).

Tax and company law may also require some of the information to be collected in connection with your application. If you do not provide the information requested, or provide incomplete or inaccurate information, your application may not be processed efficiently, or at all. Your information may also be disclosed to your financial adviser (if any) and to the Trustee's or Manager's agents and their service providers on the basis that they deal with such information in accordance with the Trustee's or Manager's privacy policy respectively.

Your personal information may also be used to monitor and evaluate products and services or to inform you about other investment opportunities. Please contact the Manager if you do not want your personal information to be used for this purpose or have any concerns about the completeness or accuracy of the information you provided. You may also request a copy of your personal information held by the Trustee or Manager.

8.6 TAX INFORMATION SHARING OBLIGATIONS

As a result of the signing of the intergovernmental agreement between the Australian and United States (US) governments in relation to compliance with the Foreign Account Tax Compliance Act ('FATCA'), a US statute, the Trustee is required to collect and report information about investors who are US tax residents or entities that invest on behalf of US tax residents to the Australian Taxation Office (ATO). This information may be forwarded by the ATO onto the US Internal Revenue Service. To assist us in complying with these obligations, we will require certain information from you when completing the Application Form attached to this Memorandum.

The Australian Government has announced that it will implement the OECD Common Reporting Standard which may require the Trustee to report information in relation to non-resident members to the ATO to be provided to foreign tax authorities.

8.7 FURTHER INFORMATION

A non-exhaustive summary of some of the key terms of the offer and the Trust Deed has been set out in this Memorandum. For further information about the Fund, or to request a copy of the Trust Deed, please contact the Manager.

9. GLOSSARY

Application Form means the application form to invest in the Fund issued together with this Memorandum.

Business Day means any day excluding a Saturday, Sunday or a day which is a public holiday in Melbourne.

Cash Class means the class of Units that only holds cash.

Class means a class of Units in the Fund.

Corporations Act means the *Corporations Act 2001* (Cth).

Fund means the Archery Capital Mortgage Investment Fund, established pursuant to the Trust Deed.

Loan Class a Class of Units in the fund which invests in a loan asset.

Management Agreement means the investment management agreement between the Trustee and Manager on or around the date of this Memorandum, as amended or replaced from time to time.

Manager means the manager of the Fund, Archery Capital Investment Management Pty Ltd (ACN 628 985 419)

Memorandum means this information memorandum, as updated or amended from time to time.

Minimum Investment Amount is \$50,000, subject to the Trustee's discretion to vary this amount.

Nomination Form means the form that investors in the Cash Class need to complete to apply for Units in a Loan Class.

Term Sheet the disclosure document issued in respect of a specific Loan Class in the Fund.

Trust Deed means the trust deed of the Fund, as amended from time to time.

Trustee means the trustee of the Fund, being Archery Capital Pty Ltd ACN 141 236 535 AFSL No. 504586

Unit means a unit in the Fund.

Unit Holder means a person who holds a Unit.

Wholesale Client has the same meaning as that term under the Corporations Act.

10. CONTACT DETAILS

Trustee

Archery Capital Pty Limited

Address

Level 27, 259 George Street, SYDNEY NSW 2000

Telephone

1300 878 878

Email

info@archerycapital.com.au

Website

www.archerycapital.com.au



APPLICATION PACK

Archery Capital Mortgage Investment Fund

This Application Pack accompanies the Information Memorandum (**IM**) for the Archery Capital Mortgage Investment Fund (**Fund**) issued by Archery Capital Pty Ltd ABN 75 141 236 535, AFSL 504586 (**AC**, **we**, **us**, **our**). You should read the IM before completing any application form included in this Application Pack.

Contents	Page
Application Instructions	2
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Application Form – New Investment: Individuals	10
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Application Form – New Investment: Company	17
Identification Documents	21
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Application Instructions





Read the IM

You should have received a copy of the IM with the Application Pack. If not, you can get a copy from:

www.ArcheryCapital.com.au 1300 878 878

info@ArcheryCapital.com.au



New Investors complete the 'Eligibility Form' and the appropriate 'Application Form' If the applicant has not invested in the Fund previously, complete the 'Eligibility Form' and 'Application Form – New Investment' for the type of entity making the investment.

Type of Entity Investing	Forms to be completed	Pages
All New Investors	Eligibility Form – New Investor	4
Self-Managed Super Funds	Application Form – New Investment: SMSF	6-8
Individual	Application Form – New Investment: Individuals	10-11
Trusts	Application Form – New Investment: Trust	13-15
Companies	Application Form – New Investment: Company	17-19



New Investors must provide Identification Documents If the applicant has not invested in the Fund previously, they must provide certified copies of the relevant Identification Documents. Refer to page 21 of the Application Pack for detailed instructions.



Pay the investment by cheque or direct deposit

Cheque: Cheques should be either Australia bank cheques or drawn on an Australian domiciled account in the name of the applicant.

Direct Deposit: If you would like to make payment by direct deposit, instructions and bank account details can be found on the Application Form.



To add to an existing Fund investment

To add to an existing Fund investment, complete the Application Form – Additional Investment. Refer to page 25 of the Application Pack for detailed instructions.



Post these items to the Fund

Archery Capital Pty Ltd Level 27, 259 George Street SYDNEY NSW 2000

Application Instructions (cont'd)



Registrable Names

Only legal entities are allowed to hold units in the Fund. Applications must be in the name(s) of natural person(s), companies or other legal entities acceptable to AC. At least one full given name and the surname are required for each natural person. The name of the beneficiary or any other non-registrable name may be included by way of an account designation if completed exactly as described in the example of correct forms of registrable title shown below.

Type of Investor	Correct format of Registrable Name	Incorrect format
Individual		
Use given names, not initials	John Alfred Smith	J A Smith
Company		
Use company name, not abbreviations. Director(s) names must be completed within the Applicant(s) Details section	ABC Pty Ltd	ABC P/L or ABC Co
Trust ¹		
Use trustee(s) names	Sue Smith	Sue Smith Family Trust
Use name of the trust in the account designator section	Sue Smith Family Trust	Sue Smith
Superannuation Funds ¹		
Use trustee(s) names	Jane Smith Pty Ltd	Jane Smith Super Fund
Use name of the trust in the account designator section	Jane Smith Super Fund	Jane Smith Pty Ltd
Deceased Estates ²		
Use executor(s) names	Sue Lennon	
Use name of the deceased in the account designator section	Estate of the Late Jon Lennon	Estate of Jon Lennon
A Minor (less than 18 years old) ³		
Use Trustee(s) names	Sue Smith	Junior Smith
Use name of the Minor in the account designator section	Junior Smith	Sue Smith

Confidentiality

AC will maintain all information collected from investors in a secure manner in accordance with anti-money laundering and counter terrorism (AML/CTF) legislation and relevant privacy legislation and principles. We will only disclose information about you where we are required to do so by the laws of Australia. This means that identification information may be disclosed to government or law enforcement agencies. We may also disclose this information to other entities involved with the investment to the extent that this information is required to fulfil that entity's AML/CTF legislation obligations.

Incomplete Applications

If for any reason AC is unable to process your application (e.g. if the application form is incorrectly completed or we have not received all required identification and verification documents or the application monies in full), we may, at our absolute discretion, delay your application and request you to rectify any deficiencies in your application or return your application monies without interest.

Acceptance of Applications

AC has the sole discretion whether to accept or reject your application. If your application is rejected, wholly or in part, then AC will notify you in writing and return the relevant application monies (without interest), within 30 days. By sending a completed application form, you are making an offer to become an investor in the Fund and you are agreeing to be legally bound by the Fund and the terms of the IM. A summary of the Fund is contained in the IM.

¹ If there are two or more trustees, please name each. All trustees should sign.

² A certified copy of the grant of probate or letters of administration should be attached.

³ If the Minor does not hold a TFN, please supply the TFN of one of the trustees.

Eligibility Form – New Investor



PART 1 – INVESTOR I DENTIFIC				
If you have not invested in an Archery Capital Mortgage	Has the applicant invested in an Archery Capital Mortgage Investment Fund previously? Yes, investor number:			
Investment Fund previously,	1 65, IIIV65(UI TUITIDE).			
please provide Investor name.	No, provide Investor name:			
PART 2: ELIGIBILTY CONFIRMA	TION			
The Fund is only available	Select ONE option to indicate Eligibility and complete Part 3 or 4 if applicable:			
to Eligible Investors.	Lhouse been contified as an Elizible Investor by AC in the next two years			
Further detail is provided in the IM.	I have been certified as an Eligible Investor by AC in the past two years.			
	I am investing at least \$500,000.			
	I meet the net assets or gross income test. You must have your accountant complete Part 3 below or attach			
	an Accountant's Certificate prepared in accordance with Section 761G (7) of the Corporations Act 2001.			
	I am a Sophisticated Investor as defined by Section 761GA of the Corporations Act. An Australian financial services licensee must complete Part 4 below.			
	I am a professional investor under Section 761G (7) (d) of the Corporations Act. Type of professional investor:			
	Type of professional investor.			
DADT O ACCOUNT OF THE	COATE ONES UNDER OTAGO (T) OF THE CORDER TIQUE ACTION			
If you chose the third option in	FICATE – GIVEN UNDER S761G (7) OF THE CORPORATIONS ACT 2001 (Name of accountant) Address			
Part 2 above, this Part must	(Name of accountant) Address I. of			
be completed by a Qualified Accountant or attach an	Suburb State Postcode			
Accountant or attach an Accountant's Certificate prepared	Citate 1 distorted			
in accordance with Section 761G	Name of investor			
(7) of the Corporations Act 2001.	being a qualified Accountant* certify that:			
	 has net assets^ in excess of \$2.5 million, or had a gross income^ in excess of \$250,000 per annum for each of the last two financial years. 			
	(Name of professional body e.g. CPA Australia, ICAA, NIA)			
	I belong to:			
	(Insert details e.g. CPA, CA or PNA)			
	My membership number from this professional body is:			
	Signed:			
	Date certificate issued (day/month/year):			
	^ The net assets or gross income of the investor include:			
	- the assets or income of controlled trusts or companies; and/or			
	 the assets or income of a person who controls the investor (where the proposed investor is a company or trust). When determining the net assets or gross income of a person who controls a corporate or trust investor, the net 			
	assets or gross income of any other company or trust controlled by that person may be included. For the purposes of this Accountant's Certificate, the term 'control' is defined in section 50AA of the Corporations Act.			
	* Qualified accountant means any member of:			
	 Australian Certified Practicing Accountants (CPA) who is entitled to use the post nominals 'CPA' or 'FCPA'; Institute of Chartered Accountants in Australia (ICAA who is entitled to use the post-nominals 'CA', 'ACA' or 'FCA'; 			
	 Accountants belonging to certain foreign bodies who have at least three years' experience in accounting or auditing and are providing this certificate to a person who is a resident in the same country. 			
	are providing this definition to a person with is a restrict in the same country.			
PART 4: SOPHISTICATED INVESTOR SECTION 761GA OF THE CORPORATIONS ACT 2001				
If you chose the fourth option in Part 2 above, your financial	Financial services licensee to complete this section			
adviser or another AFS licensee	I am the financial services licensee no or an authorised representative (no) of financial services licensee no and certify that the			
must complete this Part. If you believe you meet the criteria but	following is true and correct:			
do not have a financial adviser,	The offer of units to the investor is made through me. I am satisfied on reasonable grounds that the investor has previous experience in investing in financial products that allows them to assess:			
call us on 1300 878 878 to	(i) the merits of subscribing for units; (ii) the value of units;			
discuss.	(iii) the risks involved in holding the units;			
	(iv) the investor's own information needs; and(v) the adequacy of the information given by me and Archery Capital Mortgage Investment Fund (AC).			
	Signature of financial services licensee/authorised representative			
	Date (day/month/year)			



Application Form – Self-Managed Super Fund



This Form is for Self-Managed Super Funds who have not previously invested in the Archery Capital Mortgage Investment Fund.

Complete this form using BLACK INK and write clearly within the boxes in CAPITAL LETTERS. Mark appropriate answer boxes with a cross (X). You should read the IM for the Fund in full before completing this Application Form.

If you have any questions, contact Archery Capital on 1300 878 878 or info@ArcheryCapital.com.au

PART 1 – INVESTOR I DENTIFICA	TION
If you have not invested in an Archery Capital Mortgage Investment Fund previously, you must attach the required certified identification documents.	Has the applicant invested in an Archery Capital Mortgage Investment Fund previously? Yes, investor number: No For each member, individual trustee or director of a company trustee, please attach a certified copy of an original driver's licence, passport or other Identification Document. Additional documents may be required. Refer to page 21 of the Application Pack for more detail on required Identification Documents.
PART 2 – INVESTMENT AMOUNT Minimum application is \$50,000.	
иншпит аррисацот is \$50,000.	Investment Amount: \$, , , 0 0
For direct deposits, please ensure your investor number or name is included in the application payment reference. Units will not be issued if the application payment cannot be identified and matched.	Please indicate which payment method you've used: Cheque Made payable to: ARCHERY CAPITAL PTY LTD ATF ARCHERY CAPITAL MORTGAGE INVESTMENT FUND Direct Deposit Your reference:
identined and matched.	Deposit funds to: Commonwealth Bank of Australia, 16 -18 Old Town Centre Plaza, Bankstown BSB: 062-111 Account No: 1126-0817 Name: Archery Capital Pty Ltd ATF Archery Capital Mortgage Investment Fund
Special Instructions: If known, provide details of Loan Class you would like to participate in. Alternatively, you can complete the Nomination Form provided	Please indicate which investment you would like to participate in: Loan Class Name:
separately.	Loan Class Number:
PART 3 – APPLICANTS DETAILS	
Include the full names of all persons or companies that are trustees. Provide a date of birth for individuals or an ACN / ABN for companies.	Trustees details (full name of individuals or company) Date of birth or ACN / ABN
Provide the full residential address for each individual trustee or the registered office address for each company trustee.	Trustees address (individuals residential address or company registered office)
	Company Trustee principal place of business (if different from registered office)
If the trustee is a company, please provide the full name of each director of the company.	Company Trustee directors (if more than three, provide details on a separate sheet)
Are any of the individual trustees or if the trustee is a company, the directors 'Politically Exposed Persons'?	Individual Trustee or Director 1 Yes No Individual Trustee or Director 2 Yes No No No Individual Trustee or Director 3 Yes No No
Provide the Super Fund name.	Super Fund Name
You MUST provide the ABN and TFN of the Super Fund for identification purposes.	Super Fund ABN Super Fund TFN

Application Form – Self-Managed Super Fund (cont'd)

٨	ARCHERY CAPITAL
43	MORTGAGE INVESTMENT FUND

		<u>'</u>	INIORIGAGE INVESTIGENT FOIND
	T DETAILS (MUST NOT BE ADVISER	DETAILS)	
Please enter contact details,	Preferred contact name(s)		
including phone numbers in case we need to contact you in			
relation to your application.	Postal Address		Suburb
These contact details will be	State Postcode	Country	
used for all correspondence.		,	
All investment communication	Business Phone	Home Phone	
is emailed.	Business Friend	Tiome Friend	
	Mobile Phone	Facsimile	
	Wieblie i Helle	1 doonning	
	Email		
	Linaii		
PART 5 – ADVISER DETAILS			
If you use a Financial Adviser,	Adviser Full Name		
have them complete and			
sign this Section. If an initial	Adviser Email Address		
advice fee is nominated, we will deduct this from your	Adviser Company (if applicable)		
application amount and pay it to your Adviser.	Licensed Dealer Name		
,	AFS Licence No:		
	Initial advice fee (if applicable)	%]
PART 6 - DISTRIBUTION AND WIT	HDRAWAL PAYMENTS		
You are required to provide	Would you like your distributions reinve	ested into the Fund as additional un	its? Yes No
Australian bank account details for electronic payment of distributions.	Bank Name and Address		
Payment cannot be made by			
cheque.	Account Name		
	BSB	Account number	
PART 7 – TAX STATUS			
We are required to collect	Are any of the applicants (including me		
this information to satisfy legal requirements and to	company trustee) citizens or residents purposes?	of a country other than Australia for	tax les livo
ensure correct amounts of	pui poses :		
withholding tax are deducted	If yes, complete the following and we r	may require you to provide additiona	al information:
for foreign investors.	Name	Country of tax residency	TIN, GIIN or other Tax ID Number

If you have provided your TIN, please download and complete a FATCA form available at www.ArcheryCapital.com.au or if you have provided details about your status as a non-resident of Australia (other than US citizen or tax resident), please download and complete a Self-Certification Declaration Form available at www.ArcheryCapital.com.au.

Application Form – Self-Managed Super Fund (cont'd)



PART 8 – DECLARATION AND SIGNATURES

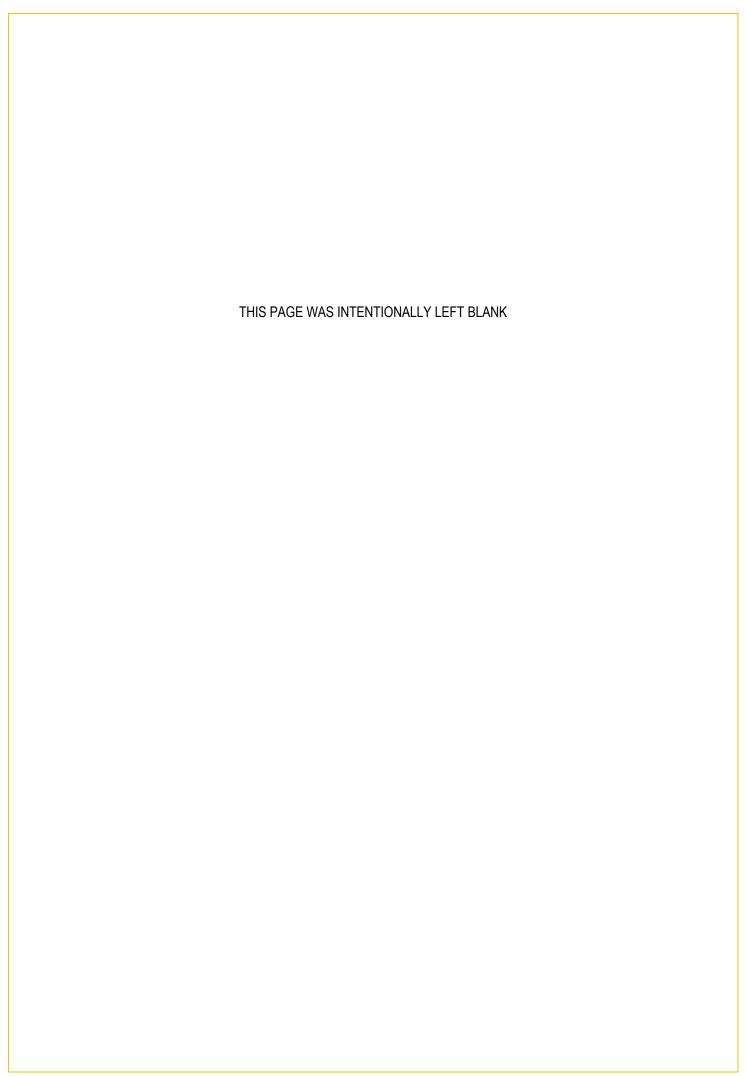
I acknowledge, declare and agree that by signing this Application Form:

- I have received, read and understood the IM dated 27 February 2020 to which this Application Form applies.
- The information contained in the IM does not constitute financial product advice or a recommendation that the Fund is suitable for me, given my investment objectives, financial situation and needs. AC has not given me a product disclosure statement or any other document that would be required to be given to me under Chapter 7 of the Corporations Act 2001 if this product were provided to me as a retail client and does not have any other obligation to me under Chapter 7 of the Corporations Act 2001 that AC would have if the product were provided to me as a retail client.
- None of AC or any other person guarantees the repayment of the amount invested in the Fund, the performance of nor any particular return from the Fund and I understand the risks involved in investing in the Fund.
- I have legal power to invest in accordance with this application and have complied with all applicable laws in doing so. All details provided in this Application Form are true and correct and I am over the age of 18 years.
- In the case of joint applications, the joint applicants agree that unless otherwise indicated on the application form, the investment will be held as joint tenants and either investor is able to operate the account and bind the other investor for future transactions.
- If this application is signed under Power of Attorney, I declare that I have not received notice of revocation of the power.
- I agree to be bound by the terms and conditions of the IM, as amended from time to time.
- AC may be required to pass on information about me or my investment to satisfy legal or other requirements. I will provide such assistance that may be requested by AC to comply with its obligations and I indemnify AC against any loss caused by my failure to provide such assistance.
- The monies used to fund my investment in the Fund are not derived from or related to any illegal activities and the proceeds of my investment in the Fund will not be used to finance any illegal activities. For the purpose of any AML/CTF Legislation I am not a "politically exposed" person or organisation.
- I have read and understood the 'Privacy Statement' in the IM. Unless I inform AC otherwise, I consent to all uses of my personal information contained under that heading.
- AC are authorised to accept and act upon any instructions in respect of this application and the investment to which it relates given by me by facsimile. I indemnify AC against any loss arising as a result of any of them acting on facsimile instructions.
- AC may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instruction or other instrument believed, in good faith, to be genuine or to be signed by properly authorised persons.
- AC reserves the right to reject any application and AC is released and indemnified in respect of any loss or liability arising from its rejection of an application for any reason.
- AC may provide details of my investment to the adviser or AFSL holder nominated, by the means and in the format that they direct. I authorise AC to calculate and pay the nominated advice fee (if any) to the nominated AFSL holder from my application monies.

Signatures			
If the application is signed by more than one person, who can operate the a	ccount in the future? Any to sign All to sign		
Date (day/month/year)	Date (day/month/year)		
Full Name	Full Name		
1 uii Name	1 uii Name		
Director Sole Director & Company Secretary	Director Sole Director & Company Secretary		
Trustee Other	Trustee Other		
			
Email your completed form to info@ArcheryCapital.com.au, or			

Mail these items to the Fund:

Archery Capital Pty Ltd Level 27, 259 George Street SYDNEY NSW 2000



Application Form – Individuals



This Form is for one or more individuals who have not previously invested in the Archery Capital Mortgage Investment Fund.

Complete this form using BLACK INK and write clearly within the boxes in CAPITAL LETTERS. Mark appropriate answer boxes with a cross (X). You should read the IM for the Fund in full before completing this Application Form.

If you have any questions, contact Archery Capital on 1300 878 878 or info@ArcheryCapital.com.au

PART 1 – INVESTOR IDENTIFICA	TION		
If you have not invested in		ry Capital Mortgage Investment Fund previously?	
an Archery Capital Mortgage	Yes, investor number:	, , ,	
Investment Fund previously,			
you must attach the required certified identification		ch individual who has not previously invested, please attach a certified f an original driver's licence, passport or other Identification Document.	
documents.	Addition	and documents may be requested. Refer to page 21 of the Application	
	Pack f	or more detail on required Identification Documents.	
PART 2 – INVESTMENT AMOUNT	& PAYMENT DETAILS		
Minimum application is \$50,000.	Investment Amount:	\$, , . 0 0	
or direct deposits, please nsure your investor number	Please indicate which payment method	d you've used:	
or name is included in the	Cheque Made payable to:	ARCHERY CAPITAL PTY LTD ATF	
application payment reference.		ARCHERY CAPITAL MORTGAGE INVESTMENT FUND	
Units will not be issued if the	Direct Your reference:		
application payment cannot be identified and matched.	Deposit		
identined and matched.		ustralia, 16 -18 Old Town Centre Plaza, Bankstown	
	BSB: 062-111 Account No: 1126-0817 Na	ame: Archery Capital Pty Ltd ATF Archery Capital Mortgage Investment Fund	
Special Instructions:	Please indicate which investment you	would like to participate in:	
If known, provide details of Loan	r lease indicate which investment you	would like to participate in.	
Class you would like to participate	Loan Class Name:		
in. Alternatively, you can complete the Nomination Form provided	Edan Glade Name.		
separately.	Loan Class Number:		
copulatory.			
PART 3 – APPLICANTS DETAILS			
Include the full names	Individual full name	Date of birth	
of all persons.			
Provide a date of birth for each individual.			
ioi eacii iridividuai.			
Provide the full residential	Individual address (residential address)	
address for each individual.	Trained and door (rostatinal address)		
You MUST provide the TFN of	Individual 1 TFN	Individual 2 TFN Individual 3 TFN	
each individual.			
Are any of the individual	Individual 1	Individual 2 Individual 3	
applicants 'Politically Exposed	Yes	Yes Yes	
Persons'?	No	No No	
PART 4 – APPLICANT(S) CONTA	CT DETAILS (MUST NOT BE ADVISER	DETAILS)	
Please enter contact details,	Preferred contact name(s)		
including phone numbers in case we need to contact you in			
relation to your application.	Postal Address	Suburb	
, ,,			
These contact details will be	State Postcode	Country	
used for all correspondence.			
All investment communication	Business Phone	Home Phone	
is emailed.	23011000 1 110110	TIONS FROM	
	Mobile Phone	Facsimile	
	MODIE FIOLE	i acsiiiiic	
	[
	Email		

Application Form – Individuals (cont'd)

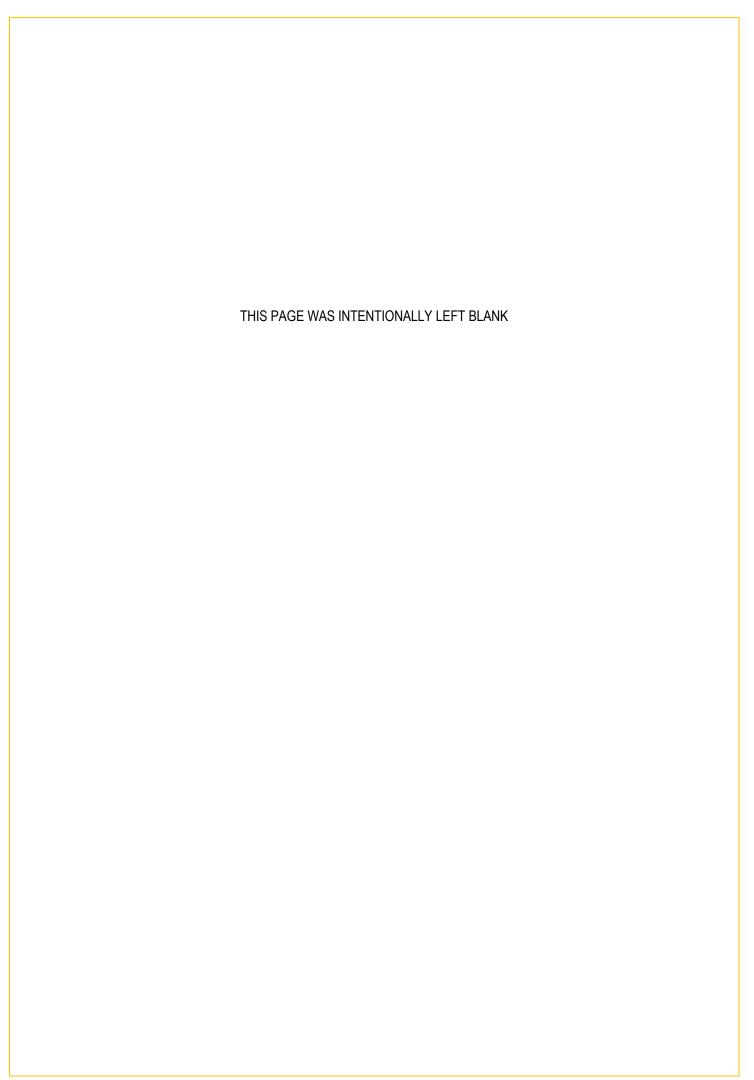
Full Name

٨	ARCHERY CAPITAL
43	MORTGAGE INVESTMENT FUND

Application Form	marriadaio (oont a)	()	MORTGAGE INVESTMENT FUND
PART 5 – ADVISER DETAILS			
If you use a Financial Adviser, have them complete and	Adviser Full Name		
sign this Section. If an initial advice fee is nominated, we	Adviser Email Address		
will deduct this from your	Adviser Company (if applicable)		
application amount and pay it to your Adviser.	Licensed Dealer Name		
•	AFS Licence No:		
	Initial advice fee (if applicable)	%	
PART 6 – DISTRIBUTION AND WIT	THDRAWAL PAYMENTS		
You are required to provide Australian bank account details for electronic payment of distributions. Payment cannot be made by	Would you like your distributions reinvest Bank Name and Address	sted into the Fund as additional units?	Yes No
cheque.	Account Name		
	BSB	Account number	
PART 7 – TAX STATUS			
We are required to collect this information to satisfy	Are any of the applicant's citizens or res tax purposes?	sidents of a country other than Australia	for Yes No
legal requirements and to	• •		
ensure correct amounts of withholding tax are deducted	If yes, complete the following and we manage Name		rmation: TIN, GIIN or other Tax ID Number
for foreign investors.	Numo	Country of tax residency	The, Chief of Other Tax ID Humber
	If you have provided your TINI places down	and and complete a FATCA form qualible.	at www. Archam Canital com ay an if you
	If you have provided your TIN, please downle have provided details about your status as a r complete a Self-Certification Declaration Forn	non-resident of Australia (other than US citize	
PART 8 - DECLARATION AND SIG	SNATURES		
I acknowledge, declare and agree that by I have received, read and understo The information contained in the III financial situation and needs. AC I the Corporations Act 2001 if this p 2001 that AC would have if the pro None of AC or any other person understand the risks involved in im I have legal power to invest in acc true and correct and I am over the In the case of joint applications, the investor is able to operate the acc If this application is signed under F I agree to be bound by the terms a AC may be required to pass on int AC to comply with its obligations a The monies used to fund my inves used to finance any illegal activities I have read and understood the I heading. AC are authorised to accept and against any loss arising as a result AC may rely conclusively upon an good faith, to be genuine or to be s AC reserves the right to reject any reason. AC may provide details of my inve- the nominated advice fee (if any) to	signing this Application Form: bod the IM dated 27 February 2020 to which this does not constitute financial product advice or as not given me a product disclosure statement roduct were provided to me as a retail client and duct were provided to me as a retail client. guarantees the repayment of the amount inves vesting in the Fund. ordance with this application and have complied	a recommendation that the Fund is suitable or any other document that would be required does not have any other obligation to me used in the Fund, the performance of nor and with all applicable laws in doing so. All detailicated on the application form, the investmentions. I with all applicable laws in doing so. All detailicated on the application form, the investmentions. I will provide such assistance. I will provide suc	ed to be given to me under Chapter 7 of under Chapter 7 of the Corporations Act by particular return from the Fund and I will provided in this Application Form are not will be held as joint tenants and either the assistance that may be requested by of my investment in the Fund will not be anisation. Sonal information contained under that given by me by facsimile. I indemnify AC estruction or other instrument believed, in the provided in the properties of the provided in th
Full Name		Full Name	
	Date (day/month/year)	Email your completed form to info@/	ArcheryCapital.com.au, or

Mail these items to the Fund:

Archery Capital Pty Ltd Level 27, 259 George Street SYDNEY NSW 2000



Application Form – Trust



This Form is for Trusts who have not previously invested in the Archery Capital Mortgage Investment Fund.

Complete this form using BLACK INK and write clearly within the boxes in CAPITAL LETTERS. Mark appropriate answer boxes with a cross (X). You should read the IM for the Fund in full before completing this Application Form.

If you have any questions, contact Archery Capital on 1300 878 878 or info@ArcheryCapital.com.au

PART 1 – INVESTOR IDENTIFICA	TION
If you have not invested in	Has the applicant invested in an Archery Capital Mortgage Investment Fund previously?
an Archery Capital Mortgage	Yes, investor number:
Investment Fund previously, you must attach the required	No For each individual trustee or at least one beneficial owner of a company trustee,
certified identification	please attach a certified copy of an original driver's licence, passport or other
documents.	Identification Document. Additional documents may be required. Refer to page 21 of the Application Pack for more detail on required Identification Documents.
	of the Application 1 ack for more detail of required identification bocuments.
PART 2 – INVESTMENT AMOUNT	& PAYMENT DETAILS
Minimum application is \$50,000.	Investment Amount: \$, , , . 0 0
For direct deposits, please	Please indicate which payment method you've used:
ensure your investor number or name is included in the	Charge Mada payable to: ARCHERY CAPITAL PTY LTD ATF
application payment reference.	Cheque Made payable to: ARCHERY CAPITAL MORTGAGE INVESTMENT FUND
Units will not be issued if the	Direct Your reference:
application payment cannot be identified and matched.	Берозії
aonanoa ana matonoa.	Deposit funds to: Commonwealth Bank of Australia, 16 -18 Old Town Centre Plaza, Bankstown BSB: 062-111 Account No: 1126-0817 Name: Archery Capital Pty Ltd ATF Archery Capital Mortgage Investment Fund
	555. 002-111 Account No. 1120-0017 Name. Archery Capital Fty Ltd A11 Archery Capital Worlgage Investment 1 und
Special Instructions:	Please indicate which investment you would like to participate in:
If known, provide details of Loan Class you would like to participate	
in. Alternatively, you can complete	Loan Class Name:
the Nomination Form provided	Loan Class Number:
separately.	Loan Class Number:
PART 3 – APPLICANTS DETAILS	
Include the full names of all	Trustees details (full name of individuals or company) Date of birth or ACN / ABN
persons or companies that are	Pate of Birth of North Abit
trustees. Provide a date of birth	
for individuals or an ACN / ABN for companies.	
Provide the full residential	Trustees address (individuals residential address or company registered office)
address for each individual	
trustee or the registered office address for each	
company trustee.	
	Company Trustee principal place of business (if different from registered office)
Provide the Trust name.	Trust Name
	ATF
You MUST provide the ABN and	Trust ABN Trust TFN
TFN of the Trust.	
Select any items which apply	Registered managed investment scheme ARSN:
to the Trust and provide the required information.	Other regulated trust Details:
	Other trust (e.g. family, unit, charitable) Trust type:
	Sales and (o.g. minny, min, originable)
	Do the terms of the trust identify the beneficiaries by reference to membership of a class?
	Yes Provide details of the membership class/es (e.g. unit
	holders, family members of named person, charitable
	purpose)
	No How many beneficiaries are there?

ARCHERY CAPITAL Application Form – Trust (cont'd) MORTGAGE INVESTMENT FUND PART 3 - APPLICANTS DETAILS (cont'd) If you answered "No" to the Beneficiaries full names Date of birth question, include the full name and date of birth of beneficiaries. Provide the full residential Beneficiaries residential address address for each beneficiary. If Trust type is "Other trust" Trustee company directors (if more than three, provide details on a separate sheet) and there is a Company trustee, provide names of all Company directors. Individual Trustee or Director 3 Are any of the individual trustees Individual Trustee or Director 1 Individual Trustee or Director 2 or if the trustee is a company, the Yes Yes Yes directors 'Politically Exposed No No No Persons'? PART 4 - APPLICANT(S) CONTACT DETAILS (MUST NOT BE ADVISER DETAILS) Please enter contact details, Preferred contact name(s) including phone numbers in case we need to contact you in Postal Address Suburb relation to your application. These contact details will be State Postcode Country used for all correspondence. All investment communication **Business Phone** Home Phone is emailed. Mobile Phone Facsimile Email PART 5 - ADVISER DETAILS If you use a Financial Adviser, Adviser Full Name have them complete and Adviser Email Address sign this Section. If an initial advice fee is nominated, we Adviser Company (if applicable) will deduct this from your application amount and pay it Licensed Dealer Name to your Adviser. AFS Licence No: % Initial advice fee (if applicable) PART 6 - DISTRIBUTION AND WITHDRAWAL PAYMENTS You are required to provide Would you like your distributions reinvested into the Fund as additional units? No Australian bank account details for Bank Name and Address electronic payment of distributions. Payment cannot be made by cheque. Account Name **BSB** Account number

Application Form - Trust (cont'd)

Λ	ARCHERY CAPITAL MORTGAGE INVESTMENT FUND
{ }	MORTGAGE INVESTMENT FUND

PART 7 – TAX STATUS

We are required to collect this information to satisfy legal requirements and to ensure correct amounts of withholding tax are deducted for foreign investors.

owners of a company trustee) citize for tax purposes?	named beneficiaries, trustees or beins or residents of a country other that we may require you to provide addition	an Australia Yes No
Name	Country of tax residency	TIN, GIIN or other Tax ID Number

If you have provided your TIN, please download and complete a FATCA form available at www.ArcheryCapital.com.au or if you have provided details about your status as a non-resident of Australia (other than US citizen or tax resident), please download and complete a Self-Certification Declaration Form available at www.ArcheryCapital.com.au.

PART 8 - DECLARATION AND SIGNATURES

I acknowledge, declare and agree that by signing this Application Form:

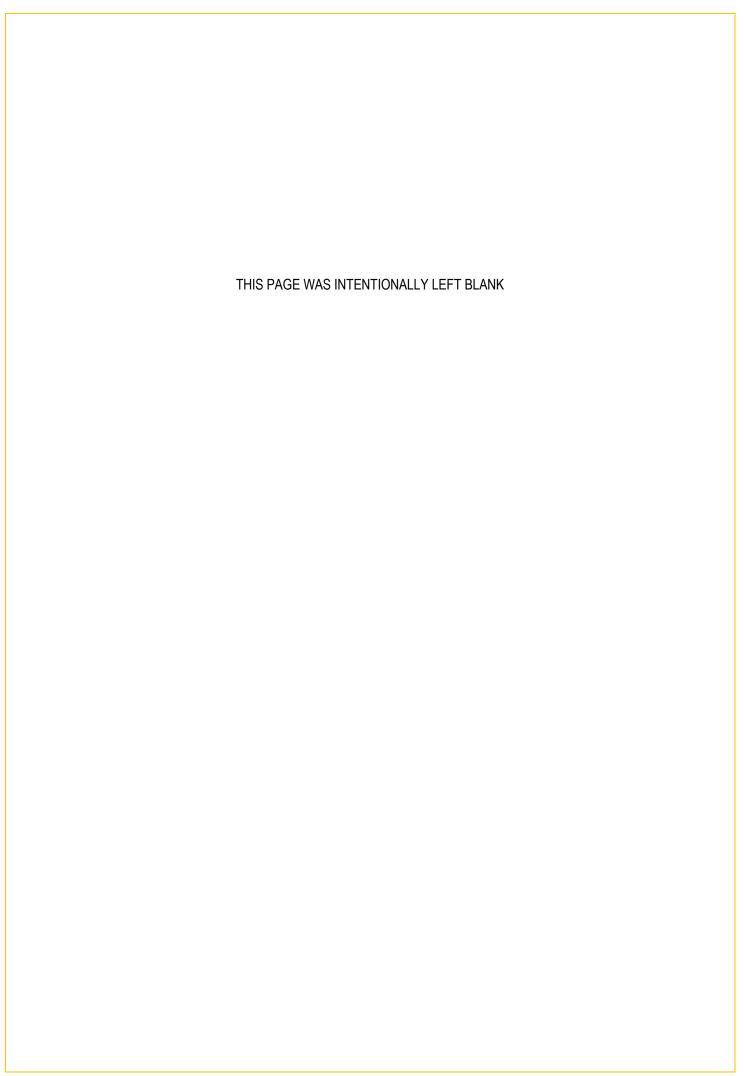
- I have received, read and understood the IM dated 27 February 2020 to which this Application Form applies.
- The information contained in the IM does not constitute financial product advice or a recommendation that the Fund is suitable for me, given my investment objectives, financial situation and needs. AC has not given me a product disclosure statement or any other document that would be required to be given to me under Chapter 7 of the Corporations Act 2001 if this product were provided to me as a retail client and does not have any other obligation to me under Chapter 7 of the Corporations Act 2001 that AC would have if the product were provided to me as a retail client.
- None of AC or any other person guarantees the repayment of the amount invested in the Fund, the performance of nor any particular return from the Fund and I understand the risks involved in investing in the Fund.
- I have legal power to invest in accordance with this application and have complied with all applicable laws in doing so. All details provided in this Application Form are true and correct and I am over the age of 18 years.
- In the case of joint applications, the joint applicants agree that unless otherwise indicated on the application form, the investment will be held as joint tenants and either investor is able to operate the account and bind the other investor for future transactions.
- If this application is signed under Power of Attorney, I declare that I have not received notice of revocation of the power.
- I agree to be bound by the terms and conditions of the IM, as amended from time to time.
- AC may be required to pass on information about me or my investment to satisfy legal or other requirements. I will provide such assistance that may be requested by AC to comply with its obligations and I indemnify AC against any loss caused by my failure to provide such assistance.
- The monies used to fund my investment in the Fund are not derived from or related to any illegal activities and the proceeds of my investment in the Fund will not be used to finance any illegal activities. For the purpose of any AML/CTF Legislation I am not a "politically exposed" person or organisation.
- I have read and understood the 'Privacy Statement' in the IM. Unless I inform AC otherwise, I consent to all uses of my personal information contained under that heading.
- AC are authorised to accept and act upon any instructions in respect of this application and the investment to which it relates given by me by facsimile. I indemnify AC against any loss arising as a result of any of them acting on facsimile instructions.
- AC may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instruction or other instrument believed, in good faith, to be genuine or to be signed by properly authorised persons.
- AC reserves the right to reject any application and AC is released and indemnified in respect of any loss or liability arising from its rejection of an application for any reason.
- AC may provide details of my investment to the adviser or AFSL holder nominated, by the means and in the format that they direct. I authorise AC to calculate and pay the nominated advice fee (if any) to the nominated AFSL holder from my application monies.

Signatures If the application is signed by more to	han one person, who can operate the a	ccount in the future?	Any to sign All to sign
	Date (day/month/year)		Date (day/month/year)
Full Name		Full Name	
Title (e.g. Trustee, Director-Trustee	Company)	Title (e.g. Trustee, Director-Trustee Co	mpany)

Email your completed form to info@ArcheryCapital.com.au, or

Mail these items to the Fund:

Archery Capital Pty Ltd Level 27, 259 George Street SYDNEY NSW 2000



Application Form – Company



This Form is for Companies who have not previously invested in the Archery Capital Mortgage Investment Fund.

Complete this form using BLACK INK and write clearly within the boxes in CAPITAL LETTERS. Mark appropriate answer boxes with a cross (X). You should read the IM for the Fund in full before completing this Application Form.

If you have any questions, contact Archery Capital on 1300 878 878 or info@ArcheryCapital.com.au

PART 1 – INVESTOR IDENTIFICA	TION
If you have not invested in an Archery Capital Mortgage Investment Fund previously, you must attach the required certified identification documents.	Has the applicant invested in an Archery Capital Mortgage Investment Fund previously? Yes, investor number: No For each beneficial owner and at least one director of a company, please attach a certified copy of an original driver's licence, passport or other Identification Document. Additional documents may be required. Refer to page 21 of the Application Pack for more detail on required Identification Documents.
PART 2 – INVESTMENT AMOUNT	© PAYMENT DETAILS
Minimum application is \$50,000.	Investment Amount: \$, , , . 0 0
For direct deposits, please ensure your investor number or name is included in the application payment reference. Units will not be issued if the application payment cannot be identified and matched.	Please indicate which payment method you've used: Cheque Made payable to: ARCHERY CAPITAL PTY LTD ATF ARCHERY CAPITAL MORTGAGE INVESTMENT FUND Direct Deposit Your reference: Deposit funds to: Commonwealth Bank of Australia, 16-18 Old Town Centre Plaza, Bankstown BSB: 062-111 Account No: 1126-0817 Name: Archery Capital Pty Ltd ATF Archery Capital Mortgage Investment Fund
Special Instructions:	Please indicate which investment you would like to participate in:
If known, provide details of Loan Class you would like to participate in. Alternatively, you can complete the Nomination Form provided	Loan Class Name:
separately.	Loan Class Number:
PART 3 – APPLICANTS DETAILS	
Provide the full company name.	Company Name
You MUST provide the ABN and TFN of the Company.	Company ABN or ACN Company TFN Company registered office address (PO Box is not acceptable)
	Company principal place of business (if different from registered office)
Select any items which apply	Company licensed by Australian Regulator Licence details:
to the Company and provide the	ASX listed or subsidiary of ASX listed entity ASX Code:
required information.	Torrible of customer, continues only
	Public company
	If none of the above items apply, provide beneficial owner and director details below:
Include the full name and	Beneficial owner full name (individuals with > 25% shareholding) Date of birth
date of birth of all persons that control more than 25% of	
the shares or voting rights of	
the company.	
Provide the full residential address for each beneficial owner.	Beneficial owner residential address
	Company directors (if more than three, provide details on a separate sheet)
	Company and the first and a provide details of a departite directly

PART 3 – APPLICANTS DETAILS (c Are any of the directors 'Politically Exposed Persons'? PART 4 – APPLICANT(S) CONTACT Please enter contact details, Including phone numbers in		Director 2 Yes	Director 3 Yes
Please enter contact details,		No	No
Please enter contact details,	T DETAILS (MUST NOT BE ADVISER D	OFTAILS)	
ease we need to contact you in elation to your application.	Preferred contact name(s) Postal Address		Suburb
These contact details will be used for all correspondence.	State Postcode		
All investment communication s emailed.	Business Phone	Home Phone	
[Mobile Phone Email	Facsimile	
L			
PART 5 – ADVISER DETAILS			
f you use a Financial Adviser, nave them complete and	Adviser Full Name		
sign this Section. If an initial	Adviser Email Address		
advice fee is nominated, we vill deduct this from your	Adviser Company (if applicable)		
application amount and pay it	Licensed Dealer Name		
o your Adviser.	AFS Licence No:		
	Initial advice fee (if applicable)	%	i
PART 6 – DISTRIBUTION AND WITH You are required to provide Australian bank account details for Plectronic payment of distributions. Payment cannot be made by	HDRAWAL PAYMENTS Would you like your distributions reinve Bank Name and Address	sted into the Fund as additional ur	nits? Yes No
cheque.	Account Name		
_	BSB	Account number	
L			
PART 7 – TAX STATUS			
We are required to collect his information to satisfy	Are any of the applicants (including ben citizens or residents of a country other t If yes, complete the following and we m	han Australia for tax purposes? ay require you to provide addition	Yes No lal information:
withholding tax are deducted or foreign investors.	Name	Country of tax residency	TIN, GIIN or other Tax ID Number
Ĺ			
		non-resident of Australia (other than US	ilable at www.ArcheryCapital.com.au or if you S citizen or tax resident), please download and and a.au.

Application Form – Company (cont'd)



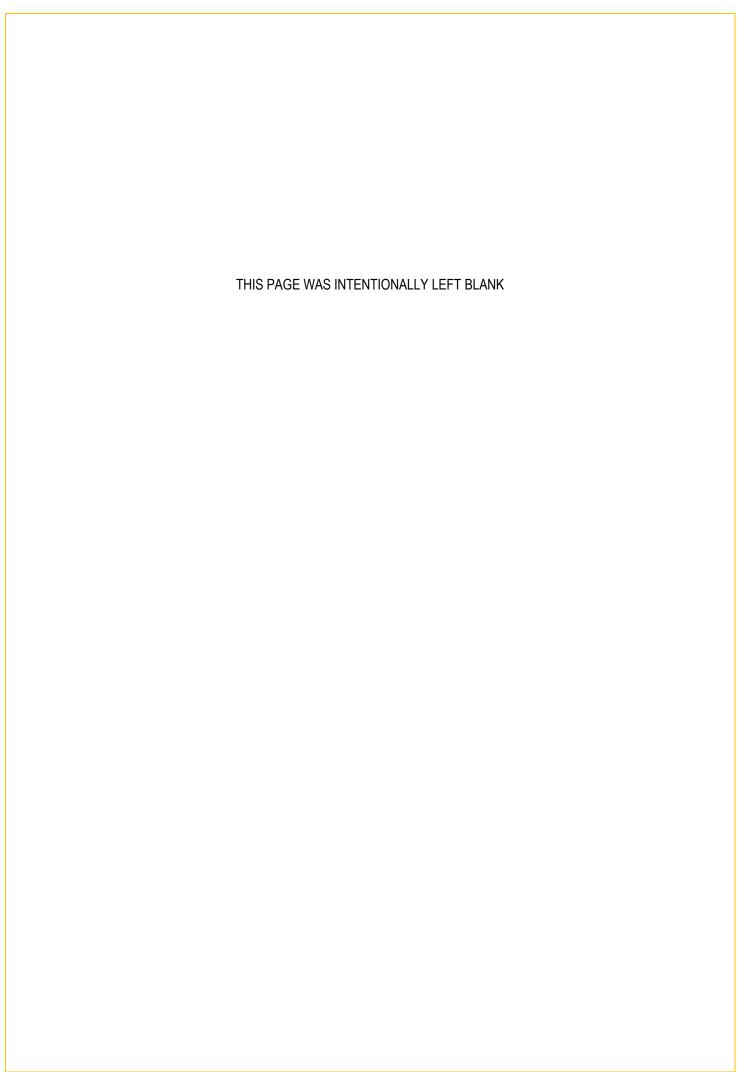
PART 8 – DECLARATION AND SIGNATURES

I acknowledge, declare and agree that by signing this Application Form:

- I have received, read and understood the IM dated 27 February 2020 to which this Application Form applies.
- The information contained in the IM does not constitute financial product advice or a recommendation that the Fund is suitable for me, given my investment objectives, financial situation and needs. AC has not given me a product disclosure statement or any other document that would be required to be given to me under Chapter 7 of the Corporations Act 2001 if this product were provided to me as a retail client and does not have any other obligation to me under Chapter 7 of the Corporations Act 2001 that AC would have if the product were provided to me as a retail client.
- None of AC or any other person guarantees the repayment of the amount invested in the Fund, the performance of nor any particular return from the Fund and I understand the risks involved in investing in the Fund.
- I have legal power to invest in accordance with this application and have complied with all applicable laws in doing so. All details provided in this Application Form are true and correct and I am over the age of 18 years.
- In the case of joint applications, the joint applicants agree that unless otherwise indicated on the application form, the investment will be held as joint tenants and either investor is able to operate the account and bind the other investor for future transactions.
- If this application is signed under Power of Attorney, I declare that I have not received notice of revocation of the power.
- I agree to be bound by the terms and conditions of the IM, as amended from time to time.
- AC may be required to pass on information about me or my investment to satisfy legal or other requirements. I will provide such assistance that may be requested by AC to comply with its obligations and I indemnify AC against any loss caused by my failure to provide such assistance.
- The monies used to fund my investment in the Fund are not derived from or related to any illegal activities and the proceeds of my investment in the Fund will not be used to finance any illegal activities. For the purpose of any AML/CTF Legislation I am not a "politically exposed" person or organisation.
- I have read and understood the 'Privacy Statement' in the IM. Unless I inform AC otherwise, I consent to all uses of my personal information contained under that heading.
- AC are authorised to accept and act upon any instructions in respect of this application and the investment to which it relates given by me by facsimile. I indemnify AC against any loss arising as a result of any of them acting on facsimile instructions.
- AC may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instruction or other instrument believed, in good faith, to be genuine or to be signed by properly authorised persons.
- AC reserves the right to reject any application and AC is released and indemnified in respect of any loss or liability arising from its rejection of an application for any
- AC may provide details of my investment to the adviser or AFSL holder nominated, by the means and in the format that they direct. I authorise AC to calculate and pay the nominated advice fee (if any) to the nominated AFSL holder from my application monies.

Signatures If the application is signed by more t	han one person, who can operate the a	ccount in the future?		Any to sign All to sign
	Date (day/month/year)			Date (day/month/year)
Full Name	_	Full Name		
Director Sole Directo	r & Company Secretary	Director	Sole Directo	r & Company Secretary
Email your completed form to info@Ai	rcheryCapital.com.au, or			
Mail these items to the Fund:	Archery Capital Pty Ltd	t		

SYDNEY NSW 2000



Identification Documents



In 2006 the Federal Government enacted the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF). The purpose of this legislation is to detect and prevent money laundering and terrorism financing.

Why does this legislation affect you?

AC have to meet stringent investor identification and verification requirements. This means that prior to units in the Archery Capital Mortgage Investment Fund being issued, we must be 'reasonably satisfied' that investors are who they claim to be.

What do you need to do?

If you invest in the Fund you need to provide certified copies of Identification Documents. The documents required differ depending on the type of entity making the investment. We may require additional information from you where we reasonably consider it necessary to satisfy our obligations under the AML/CTF Act. Applications cannot be processed until all the necessary information is provided.

What Identification Documents must be provided?

The type of entity making the investment determines what Identification Documents you must provide.

Type of Entity Investing	Identification Documents required
SMSF with an ABN	For each individual who is either a member, a trustee or a beneficial owner (controls at least 25% of the issued capital or voting rights) of a company trustee, provide certified copies of Individual Identification Documents outlined on the next page.
SMSF without an ABN	For the SMSF, provide certified copies of the Trust Identification Documents outlined on the next page. For each individual who is either a member, a trustee or a beneficial owner of a company trustee, provide certified copies of Individual Identification Documents outlined on the next page.
Individuals	For each individual, provide certified copies of Individual Identification Documents outlined on the next page.
Company	For each individual who is a beneficial owner of the company, provide certified copies of Individual Identification Documents outlined on the next page.
Family or Discretionary Trust	For the trust, provide certified copies of the Trust Identification Documents outlined on the next page. For each individual who is either a trustee or a beneficial owner of a company trustee, provide certified copies of Individual Identification Documents outlined on the next page.
Charitable Organisation	For the charity, provide certified copies of the Trust Identification documents outlined on the next page. For at least one individual who is an office bearer of the charitable organisation, provide certified copies of Individual Identification Documents outlined on the next page.
Children under 18 (minors)	For each trustee and the child, provide certified copies of Individual Identification Documents outlined on the next page.
Registered Managed Investment Scheme	No Identification Documents required.
Deceased Estate	A certified copy of the grant of probate or letters of administration.

Not on the list?

If you are investing via a type of entity not listed above, please phone Archery Capital on 1300 878 878 to discuss which Identification Documents are appropriate for your needs.

Identification Documents (cont'd)



DOCUMENTS (CERTIFIED COPIES TO BE PROVIDED)

INDIVIDUAL IDENTIFICATION
Please provide an Identification Document from Section 1. If you do not own a document from Section 1, then provide an Identification Document from Section 2 or 3.

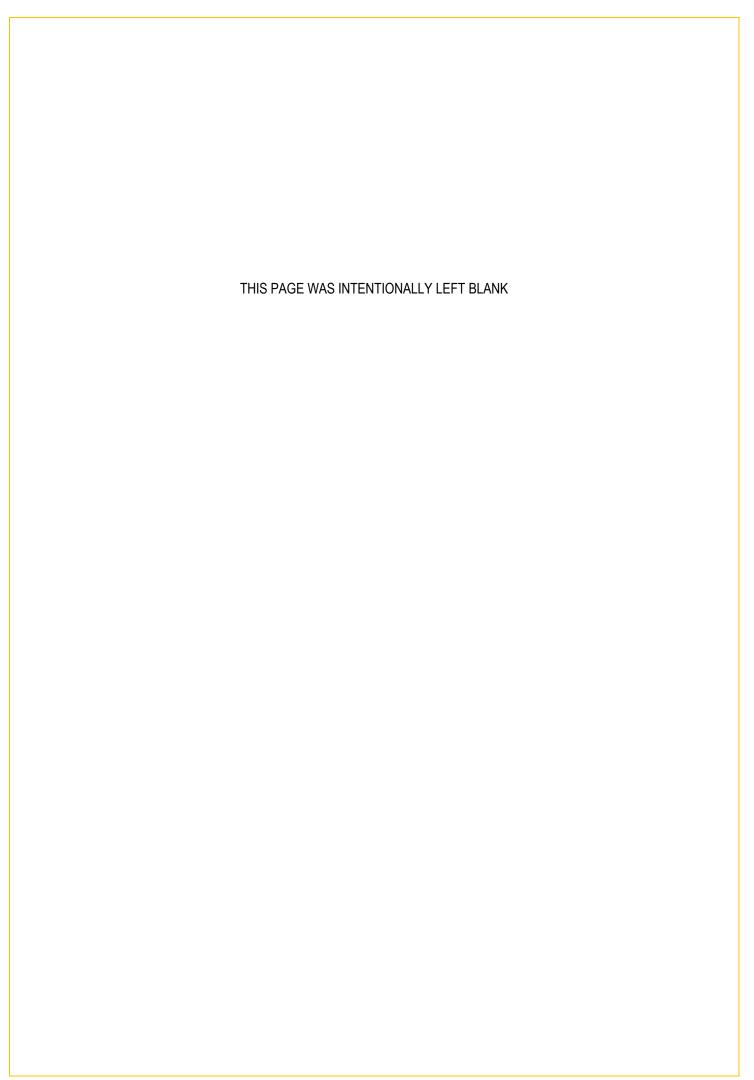
Please provide an Identification Document from Section 1.	Section 1 – Acceptable primary Identification Documents Select ONE document from this list:
If you do not own a document from Section 1, then provide an	Australian State/Territory driver's licence containing a photograph of the person
Identification Document from Section 2 or 3.	Australian passport (a passport that has expired within the preceding 2 years is acceptable)
	Card issued under a State or Territory for the purpose of proving a person's age containing a photograph of the person
	Foreign passport or similar travel document containing a photograph and the signature of the person
	Section 2 – Acceptable secondary Documents – Australian citizens – should only be completed if the individual does not own a document from Section 1 Select ONE document from this list:
	Australian birth certificate
	Australian citizenship certificate
	Pension card issued by Centrelink
	Health card issued by Centrelink
	AND ONE document from this list:
	A document issued by the Commonwealth or a State or Territory within the preceding 12 months that records the provision of financial benefits to the individual and which contains the individual's name and residential address.
	A document issued by the Australian Taxation Office within the preceding 12 months that records a debt payable by the individual to the Commonwealth (or by the Commonwealth to the individual), which contains the individual's name and residential address. Black out the TFN on the certified copy of this document.
	A document issued by a local government body or utilities provider within the preceding 3 months which records the provision of services to that address or to that person (the document must contain the individual's name and residential address).
	If under the age of 18, a notice that was issued to the individual by a school principal within the preceding 3 months and contains the name and residential address and records the period of time that the individual attended that school.
	Section 3 – Acceptable Identification Documents – Foreign citizens – should only be completed if the individual does not own a document from Section 1 BOTH documents must be provided:
	Foreign driver's licence that contains a photograph of the person in whose name it is issued and the individual's date of birth; and
	National ID card issued by a foreign government containing a photograph and a signature of the person in whose name the card was issued.
	IMPORTANT: You must provide a <u>certified</u> , legible copy of the original Identification Documents selected above for each individual. Documents that are written in a language that is not English must be accompanied by an English translation prepared by an accredited translator.
TRUST IDENTIFICATION DOCUM	MENTS (CERTIFIED COPIES TO BE PROVIDED) For a registered managed investment scheme, regulated trust (e.g. SMSF) or government superannuation fund
	AND if the Trust has an Australian Business Number (ABN), no Trust documentation is required.
	If the Trust is not one of the types noted above OR the Trust does not have an ABN, then provide a certified copy of ONE of the following Trust Identification Documents:
	The pages of the Trust Deed or other constitutional document that includes the cover page, full name of the Trust, type of trust, trustees, settlor (if applicable), appointor (if applicable), beneficiaries and signature page.
	A notice issued by the Australian Taxation Office within the last 12 months (e.g. Notice of Assessment).
	A letter from a solicitor or qualified accountant that confirms the name of the Trust.
	IMPORTANT:

You must provide a <u>certified</u>, legible copy of the original Identification Document selected above. Documents that are written in a language that is not English must be accompanied by an English translation prepared by an accredited translator.

Who is allowed to certify Identification Documents?

Copies of Identification Documents MUST BE CERTIFIED by one or the following persons who is not related to the applicant:

- a Justice of the Peace
- a member of the Institution of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants
- a person who is enrolled on the role of the Supreme Court of a State or Territory, or High Court of Australia, as a legal practitioner (however described)
- a judge of a court or a magistrate
- a permanent employee of Australia Post employed in an office supplying postal services to the public with 5 years continuous service
- a full-time teacher at a school or tertiary institution
- a police officer
- a person who, under a law in force in a State or Territory, is currently licenced or registered to practice one of the following occupations: Chiropractor, Dentist, Medical practitioner, Nurse, Optometrist, Pharmacist, Physiotherapist, Psychologist, Veterinary
- an officer with, or authorised representative of, a holder of an Australian financial services licence, having 2 or more continuous any other persons mentioned in Part 1 and Part 2 of the Statutory Declarations Regulations 1993 - Schedule 2



Application Form - Additional Investment

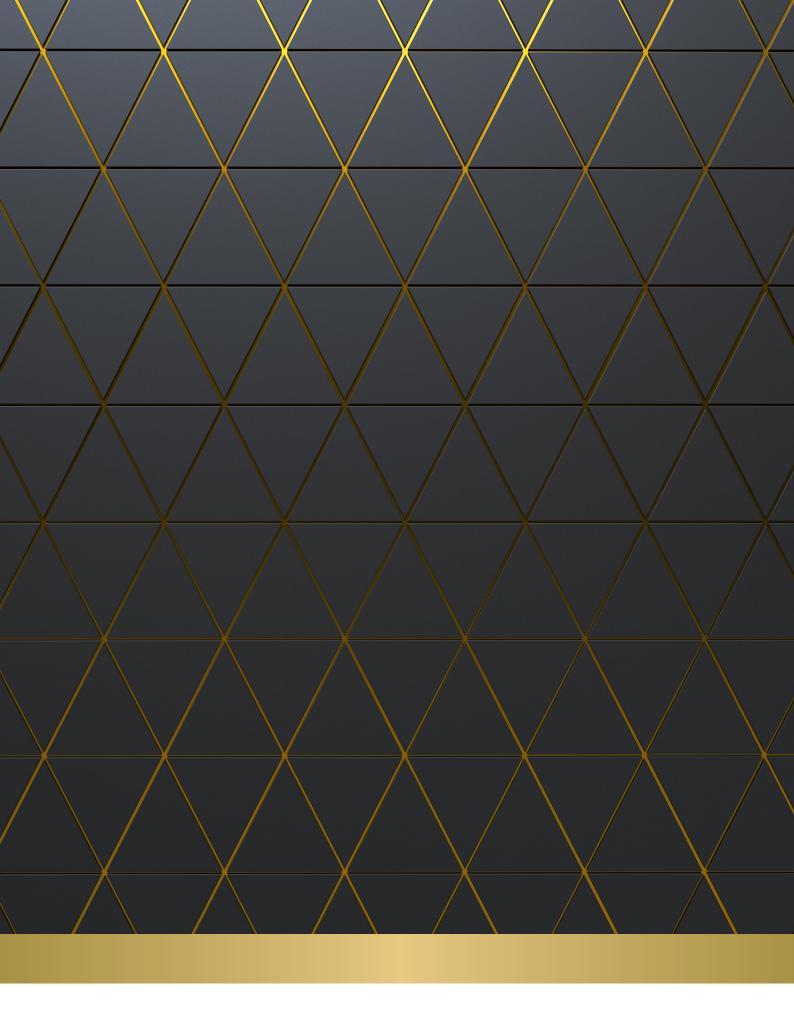


This Form is for existing investors in the Archery Capital Mortgage Investment Fund who wish to apply for additional units in the Fund. The investment amount will be added to your existing investment in the Fund. You can only use this form if your application details are unchanged.

Complete this form using BLACK INK and write clearly within the boxes in CAPITAL LETTERS. Mark appropriate answer boxes with a cross (X). You should read the IM for the Fund in full before completing this Application Form.

relcome letter which confirmed	Investor Number	
our initial investment in the Fund.	Investor Name (Example: "John Smith	" or "John Smith ATF John R Smith Super Fund")
ART 2 – INVESTMENT AMOUNT	& PAYMENT DETAILS	
Enter the amount you would like o increase your investment by.	Additional Investment Amount:	\$, , , . 0 0
For direct deposits, please ensure your investor number	Please indicate which payment method	
or name is included in the application payment reference.	Cheque Made payable to:	ARCHERY CAPITAL PTY LTD ATF ARCHERY CAPITAL MORTGAGE INVESTMENT FUND
Inits will not be issued if the application payment cannot be	Direct Your reference:	
dentified and matched.		ıstralia, 16 -18 Old Town Centre Plaza, Bankstown me: Archery Capital Pty Ltd ATF Archery Capital Mortgage Investment Fund
ART 3 – ADVISER DETAILS		
you use a Financial Adviser,	Adviser Full Name	
ave them complete and ign this Section. If an initial	Adviser Email Address	
dvice fee is nominated, we vill deduct this from your	Adviser Company (if applicable)	
pplication amount and pay it	Licensed Dealer Name	
o your Adviser.	AFS Licence No:	
	Initial advice fee (if applicable)	%
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PART 4 – DECLARATION AND A	y signing this Application Form:	this Application Form applies and have received and accepted the offer to invest in
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