

MA Redcape Hotel Fund

Product Disclosure Statement

2 April 2024

THE EASTWOOD HOTEL

redcape.
HOSPITALITY

ISSUER AND RESPONSIBLE ENTITY

MA Redcape Hotel Fund RE Ltd
ACN 610 990 004, as responsible entity
of the MA Redcape Hotel Trust I, ARSN
629 354 614 and the MA Redcape Hotel
Trust II, ARSN 629 354 696

MANAGER

Redcape Hospitality Pty Ltd
ACN 619 297 228

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Important notices

This is an important document which should be read in its entirety before making any investment decision. You should obtain independent advice if you have any questions about any of the matters contained in this product disclosure statement.

This document is a Product Disclosure Statement (PDS) for the purposes of Part 7.9 of the Corporations Act. This PDS is issued by MA Redcape Hotel Fund RE Ltd ACN 610 990 004, AFSL 505932 (Responsible Entity, us, our or we), as responsible entity of the MA Redcape Hotel Trust I ARSN 629 354 614 (Trust I) and MA Redcape Hotel Trust II ARSN 629 354 696 (Trust II) (each a Trust) (together MA Redcape Hotel Fund or the Fund). You should read this information before making an important decision. This material may change between the time when you read this PDS and when you acquire the product. This PDS is a summary of significant information about the Fund.

Lodgement

This PDS is dated 2 April 2024 and an in-use-notice relating to this PDS has been lodged with the Australian Securities and Investments Commission (ASIC) on that date. Units in the Fund (Units) issued under this PDS will be issued by the Responsible Entity on the terms and conditions set out in this PDS.

Invitation to apply for Units

This PDS contains an invitation to apply for Units. No person is authorised to provide any information, or to make any representation, about the Fund or the invitation to apply for Units that is not contained in this PDS. Potential investors should only rely on the information contained in this PDS. Any information or representation not contained in this PDS may not be relied on as having been authorised by the Responsible Entity or Redcape Hospitality Pty Ltd ACN 619 297 228 (Manager) in connection with the invitation to apply for Units. Except as required by law and only to the extent required by such law, neither the Responsible Entity, the Manager nor any other person associated with the Responsible Entity or the Manager (or the invitation to apply for Units) guarantees or warrants the future performance of the Fund, the return on an investment made under this PDS, the repayment of capital or the payment of distributions on the Units.

Before deciding to invest in the Fund, investors should read the PDS in its entirety. The information contained in individual sections is not intended to and does not provide a comprehensive review of the business and

the financial affairs of the Fund or the Units under this PDS. The invitation under this PDS does not take into account the investment objectives, financial situation or particular needs of individual investors. An investment in the Fund should be considered speculative. You should carefully consider the risks (including those set out in section 7) that impact on the Fund in the context of your personal requirements (including your financial and taxation position) and, if required, seek professional guidance from your financial advisor, solicitor, accountant or other professional adviser prior to deciding to invest in the Fund.

The invitation to apply for Units under this PDS is available only to persons receiving this PDS (electronically or otherwise) in Australia and does not constitute an offer or recommendation in any jurisdiction, or to any person to whom it would be unlawful to make such an offer.

This PDS does not constitute an offer of Units in any jurisdiction where, or to any person to whom, it would be unlawful to make such an offer. Units have not been registered under the United States Securities Act of 1933 (as amended) (US Securities Act) or the securities laws of any state of the United States and may not be offered or sold in the United States absent registration or an applicable exemption from registration under the US Securities Act and applicable state securities laws. This PDS may not be transmitted in the United States or distributed, directly or indirectly, to any "U.S. person" (as defined in Regulation S under the US Securities Act) (a US person). It does not constitute an offer to sell, or a solicitation of an offer to buy, or an invitation to subscribe for or buy Units in the United States or to any US person or for the benefit of a US person and is not available to persons in the United States or US persons or for the benefit of US persons. Each Applicant will be taken to have represented and warranted to the Responsible Entity that such Applicant is not a US person and is not acting on account of a US person.

PDS updates

Information in this PDS may need to be updated from time to time. Any updated information in this PDS that is considered not materially adverse to holders of Units (Unitholders) (Updated Information) will be made available by the Responsible Entity by publishing such information on the Fund's Website. A paper copy of the Updated Information will be provided free of charge on request. It is recommended that you review any such additional material before making a decision whether to acquire Units. Any new or updated information that is materially adverse to Unitholders will be available to Unitholders via a supplementary or new PDS accessible via the Fund's Website.

Important notices (continued)

Where Unitholders have provided us with their email addresses, we will send notices of meetings and other meeting-related documents electronically unless the Unitholders elect to receive these in physical form and notify us of this election. As a Unitholder, you have the right to elect whether to receive some or all of these communications in electronic or physical form. We will notify Unitholders of their right to elect to receive meetings and other meeting-related documents electronically or in physical form at least once each financial year via our website mafinancial.com/invest/real-estate-operational-and-core/ma-redcape-hotel-fund. Annual Financial Statements are available via the Fund's website at mafinancial.com/invest/real-estate-operational-and-core/ma-redcape-hotel-fund.

This PDS supersedes and replaces any earlier information provided by the Responsible Entity, MA Financial Group, their affiliates and their respective representatives and agents in respect of the Fund.

Risks

An investment in the Units is subject to risk (refer to Section 7), which may include possible delays in repayment and loss of income and capital invested. There is no public market for the Units in the Fund.

None of the Responsible Entity, the Manager, or any of their related entities, directors or officers gives any guarantee or assurance as to the performance of, or the repayment of capital or income reinvested in, the Fund described in this PDS. The Responsible Entity, the Manager and their related entities may invest in or provide other services to the Fund.

Forward-looking statements

This PDS contains forward-looking statements, statements identified by the use of the words 'believes', 'estimates', 'anticipates', 'expects', 'predicts', 'intends', 'targets', 'plans', 'goals', 'outlook', 'aims', 'guidance', 'forecasts', 'may', 'will', 'would', 'could' or 'should' and other similar words that involve risks and uncertainties.

These statements are based on an assessment of present economic and operating conditions, and on a number of assumptions and contingencies that are subject to change without notice and involve known and unknown risks and uncertainties and other factors which are beyond the control of the Responsible Entity, its Directors and its management. They are provided as a general guide only and should not be relied upon as an indication or guarantee of future performance.

As set out above, the Responsible Entity, the Manager, or any of their related entities, directors or officers do not make any representation, express or implied, in relation to forward looking statements and you are cautioned not to

place undue reliance on these statements and you should form your own view as to the reasonableness of any such matters and the assumptions on which they are based.

These statements are subject to various risk factors that could cause the Fund's actual results to differ materially from the results expressed or anticipated in these statements. Key risk factors are set out in section 7.

These and other factors could cause actual results to differ materially from those expressed in any statement contained in this PDS.

Information about the Manager

This PDS contains certain information about the Manager, and businesses. It also contains details of their investment approach, strategy, and philosophy. To the extent that this PDS includes statements by the Manager or includes statements based on any statement of, or information provided by the Manager, the Manager consents to each such statement being included in this PDS in the form and context in which it is included and has not withdrawn that consent at any time prior to the lodgement of this PDS.

Websites

Any references to documents included on the Fund, the Responsible Entity or Manager's website are provided for convenience only, and none of the documents or other information on those websites is incorporated by reference into this PDS, except where the document or other information is Updated Information. The Manager's website is available at mafinancial.com/invest/real-estate-operational-and-core/ma-redcape-hotel-fund.

Currency

References in this PDS to currency are to Australian dollars unless otherwise indicated.

Time

All references in this PDS to time are to the legal time in Sydney, Australia.

Glossary

Certain terms and abbreviations in this PDS have defined meanings that are explained in the Glossary to this PDS. Defined terms are generally identifiable by the use of an upper case first letter.

Diagrams

Diagrams used in this PDS are illustrative only.

Important notices (continued)

Privacy

Please refer to Section 12.18 for information regarding the handling of your personal information in relation to the invitation to apply for Units.

Applications

By lodging an Application Form or completing an Online Application, you declare that you were given access to the entire PDS, together with the Application Form or prior to completing the Online Application. The Responsible Entity will not accept a completed Application Form if it has reason to believe that it has been altered, or tampered with, in any way.

Pictures of assets in this PDS

All pictures of assets in this PDS are either actual pictures or artists' impressions of assets to be held by the Fund unless stated otherwise.

Indirect investors

Investors and prospective investors may access the Fund indirectly. This PDS has been authorised for use by operators through an IDPS. Such indirect investors do not acquire the rights of a Unitholder of the Fund. Rather, it is the operator or custodian of the IDPS that acquires those rights. Therefore, indirect investors do not receive income distributions or reports directly from the Responsible Entity, do not have the right to attend meetings of Unitholders and do not have cooling off rights. Indirect investors should not complete the Application Form. The rights of indirect investors are set out in the disclosure document for the IDPS. If you are investing through an IDPS, enquiries should generally be made directly to the IDPS operator. However, the Responsible Entity's complaints handling procedure is also available to indirect investors.

A copy of the Constitution, which has been lodged with ASIC, is available free of charge by contacting Client Services.

1. Fund features

This section presents an overview of a selection of the Fund features in a summarised and simplified form and is intended to provide a convenient way of locating where the further detail is located in this PDS. You should read the whole of this PDS before making an investment decision, and not rely solely on this section.

Feature	Summary	Further Information
Fund Name	MA Redcape Hotel Fund	
Fund structure	The Fund is comprised of two unlisted Australian Unit trusts which are stapled together and are both registered managed investment schemes.	Section 6.1
ARSN	Trust I 629 354 614 Trust II 629 354 696	
Responsible Entity	MA Redcape Hotel Fund RE Ltd ACN 610 990 004, AFSL 505932 (Responsible Entity) acts as responsible entity of the Fund.	Section 5.4
Manager	Redcape Hospitality Pty Ltd ACN 619 297 228 (Manager) acts as the investment manager of the Fund.	Section 5.2
Custodian	The Custodian of the Fund is Certane CT Pty Ltd ACN 106 424 088	
Base currency	The Fund is denominated in Australian dollars (AUD).	
Fund investment objective	The Fund's objective is to provide investors with regular cash distributions and the potential for income and capital growth over the investment term by investing in and actively managing a diversified portfolio of high-quality hotels with the potential for refurbishment or redevelopment.	Section 4.2
Target Market Determination	The Responsible Entity has issued a target market determination (TMD) which, among other things, describes the class of consumers for whom this Fund is likely to be consistent with their likely objectives, financial situation and needs. The TMD for this Fund is available on the Fund's Website.	Section 12.18
Minimum suggested time frame for holding investment	Considering the nature of the assets which the Fund invests the minimum suggested timeframe for an investment in the Fund is 5 years. Please note this is a guide only, not a recommendation.	Section 6.2
Minimum investment	Minimum Investment Amount of \$20,000 or such other amount as we may determine from time to time. Minimum additional investment amounts of \$1,000. The Responsible Entity reserves the right to waive the minimum investment requirements at its discretion.	Section 9.1

1. Fund features (continued)

Feature	Summary	Further Information
Buy/Sell spread and Withdrawal Discount	<p>Buy spread: Nil Sell spread: Nil</p> <p>Applicants and redeeming Unitholders in the Fund will not be charged a 'buy spread' or a 'sell spread' however under the Constitution the Responsible Entity has the ability to apply a spread to the Unit Price if it considers it is in the best interests of Unitholders.</p> <p>While redeeming Unitholders will not be charged a 'sell-spread', the Withdrawal Price is determined by applying a 2.5% discount to the Portfolio NAV per Unit (Withdrawal Discount) while the Application Price is at the Portfolio NAV per Unit. The 2.5% Withdrawal Discount is applied in accordance with the Constitution and may cover some or all costs that the Responsible Entity estimates the Fund would incur to redeem Units including administration costs and costs of selling the underlying assets. The Responsible Entity may from time to time reduce the amount of Withdrawal Discount applied at its discretion and in accordance with its statutory duties.</p>	Section 8.1
Fees and costs	<p>The Responsible Entity and the Manager are entitled to fees and costs from the assets of the Fund. Further information on the fees and other costs is detailed in Section 8.</p>	Section 8
Unit pricing frequency	<p>The Responsible Entity will calculate the Unit Price (being the Portfolio NAV per Unit) of the Fund on at least a monthly basis (Unit Pricing Date).</p>	Sections 6.2 and 9.11
Investment term	<p>The Fund has rolling five-year investment terms which commenced on 2 November 2021. At the end of each term, it is intended that there will be a liquidity event where, subject to its obligations of law, the Responsible Entity will endeavour to provide liquidity for Unitholders wishing to redeem some or all of their investment.</p> <p>To provide liquidity, the Responsible Entity may (but is not obliged to):</p> <ol style="list-style-type: none"> 1. sell one or more of the Fund assets; 2. raise new equity; 3. take on additional debt; or 4. undertake a combination of these measures. <p>The Responsible Entity intends to meet all withdrawal requests under a liquidity event within 180 days (although under the Constitution, the Responsible Entity has up to 365 days to satisfy accepted withdrawal requests, if needed).</p> <p>Liquidity events may be cancelled, deferred, scaled back or suspended in exceptional circumstances including for so long as it is impracticable to offer liquidity, or if it would not be in the best interests of Unitholders for liquidity to be offered. Accordingly, Unitholders should consider an investment in the Fund to be a long-term investment.</p>	Sections 6.2

1. Fund features (continued)

Feature	Summary	Further Information
Applications	<p>Applications for Units in the Fund can be submitted via the application portal link (Online Application) or by completing a paper Application Form for the Fund.</p> <p>The cut-off parameters are detailed in section 9 of this PDS. In accordance with the terms of the Constitution the Responsible Entity may, from time to time, change these cut-off parameters.</p> <p>Refer to the Fund's Website for the latest published cut-off parameters.</p>	Section 9.1
Redemptions	<p>As set out below in further detail and in section 6.2, for the 2025 financial year:</p> <ul style="list-style-type: none"> the Responsible Entity will prioritise unitholders who have submitted withdrawal requests prior to the quarter ending 30 June 2023 and in accordance with the 'closing date' for the notification of the withdrawal request being 16 May 2023, such that these requests will be redeemed in priority to unitholders who have not submitted a withdrawal request prior to that date (Priority Requests); and the Liquidity Facility is currently paused for any new withdrawal requests until the Priority Requests have been satisfied in full. <p>The Responsible Entity otherwise intends to provide liquidity on a quarterly basis through a Liquidity Facility (Liquidity Facility) on each 'closing date'.</p> <p>The 'closing date' for notification of withdrawal requests to the Responsible Entity is generally 5.00pm Sydney time 30 days prior to the last day of the relevant quarter, or the next Business Day if the last day of the relevant quarter is a non-Business Day.</p> <p>Withdrawal requests may be subject to cut-off parameters as detailed in section 9 of this PDS. In accordance with the terms of the Constitution the Responsible Entity may, from time to time, change these cut-off parameters. Refer to the Fund's Website for the latest published cut-off parameters.</p> <p>When reinstated by the Responsible Entity for new withdrawal requests, the Liquidity Facility aims to offer investors quarterly liquidity at a Withdrawal Price calculated by reference to the Fund's Portfolio NAV per Unit, minus a discount equal to 2.5% of the Portfolio NAV per Unit known as the Withdrawal Discount. The Responsible Entity may from time to time reduce the amount of Withdrawal Discount applied at its discretion and in accordance with its statutory duties.</p> <p>The difference between Portfolio NAV and NAV is described in section 12.2.</p> <p>The Responsible Entity expects that the amount of available liquidity in each quarter will be capped at up to \$10 million during the 2025 financial year. The Responsible Entity may revise the terms of the Liquidity Facility from time to time and investors should refer to the Fund's website for the latest Liquidity Facility terms.</p>	Sections 6.2.9.9 and 12.2

1. Fund features (continued)

Feature	Summary	Further Information
	<p>If the \$10 million cap is reached in any given quarter during the 2025 financial year, those Unitholders will automatically participate in the carry forward facility to carry forward any unfulfilled part of the withdrawal request to the next available Liquidity Facility and be treated as a new request for the unfulfilled amount.</p> <p>See further details in relation to the carry forward facility in section 9.11.</p> <p>Any withdrawal requests carried over to the next period (quarter) do not have priority, but form part of the pool of new withdrawal requests for that next quarter.</p> <p>Proceeds from accepted withdrawal requests will be paid within 21 Days from the last Business Day of the relevant quarter. However, under the Fund’s Constitution, the Responsible Entity is allowed up to 365 days in which to satisfy accepted withdrawal requests. Withdrawals will take effect as at the end of the quarter in which the relevant request is accepted.</p> <p>Further information on the withdrawals is detailed in the applications and withdrawals section below.</p>	
<p>Distributions</p>	<p>The Responsible Entity expects to pay distributions on a quarterly basis and will advise Unitholders if it intends to do otherwise before the end of the respective quarter.</p> <p>Distributions are aligned to the Fund’s ongoing earnings capacity from assets held.</p> <p>While the Responsible Entity has full discretion with regards to the distribution policy of the Fund, its intention is to pay-out at least 80.0% of Underlying Earnings each financial year subject to the capital and liquidity requirements of the Fund.</p> <p>Investors have the option of reinvesting part or all of their distributions by participating in the Distribution Reinvestment Plan (DRP). Refer to section 6.3 for further details.</p>	<p>Section 6.3</p>
<p>Hotel asset valuations</p>	<p>The Responsible Entity’s valuation policy is for the hotel assets of the Fund to be independently valued on a rolling semi-annual basis with all hotel assets to be independently valued at least once every 24 months.</p> <p>If the Responsible Entity believes that any of the Fund’s hotel assets have had a significant valuation movement relative to its last independent valuation, under its valuation policy the Responsible Entity will determine an updated valuation based on its best assessment of the value of the assets in the portfolio having regard to the most recent independent valuations available of similar assets in the Fund, similarities and differences between relevant assets, local market conditions and trading, and such other market evidence as is available to the Responsible Entity at the time.</p>	<p>Section 12.8</p>

1. Fund features (continued)

Feature	Summary	Further Information
Gearing	<p>The Fund may borrow to acquire hotel assets directly or indirectly. The Responsible Entity has a target Portfolio Gearing level of between 35.0% – 45.0%, although the Fund may exceed this level from time to time to facilitate certain capital events such as acquisitions.</p> <p>The difference between Portfolio Gearing and the Fund’s gearing ratio is described in section 12.3.</p> <p>It is proposed that Portfolio Gearing will not exceed 50.0% on an ongoing basis. If the value of the Fund’s assets fall and Portfolio Gearing increases above this level, the Responsible Entity will implement a strategy to restore the level of Portfolio Gearing to 50.0% or below.</p> <p>Such a strategy may include one or a combination of actions including, but not limited to, the revaluation or sale of Fund assets or the application of working capital to the reduction of Fund debt.</p>	Section 12.4
Interest cover	<p>The Fund’s minimum interest cover ratio (ICR) is currently 2.0x however the RE may revise the Fund’s minimum ICR from time to time. The ICR is generally calculated on a rolling semi-annual basis calculated as at 30 June and 31 December each year. If the Fund’s ICR falls below the minimum ICR, the Responsible Entity will implement a strategy to restore the level of interest cover to a level that exceeds the minimum level.</p>	Section 12.5
Investor information	<p>The Fund will publish quarterly fund updates, semi-annual and annual management reports (including audited financial statements), annual periodic statement and an annual taxation statement. It is intended that investors will be able to access correspondence and details of their investments electronically or via paper. Financial statements and required disclosures are intended to be accessible electronically through Fund’s Website.</p>	Section 12.9
Conflict of interest policy	<p>The Responsible Entity has a conflicts-of-interest policy in place to ensure that any related-party transaction entered into by the Responsible Entity is on arm’s length terms and monitored on a regular basis.</p>	Section 12.7

1. Fund features (continued)

Feature	Summary	Further Information
Investment considerations and risks	<p>All investments are subject to risk, which means the value of your investment may rise or fall. Before making an investment decision, it is important to understand the risks that can affect the value of your investment.</p> <p>There is an extensive regulatory regime that affects many aspects of the operation of the Fund's assets including:</p> <ul style="list-style-type: none">• licensing requirements;• regulations of electronic gaming machines;• anti-money laundering laws; and• workplace health and safety regulations. <p>A failure by the Responsible Entity to comply with any of the regulatory regimes and associated licenses which apply to its operations may significantly and adversely affect its reputation and financial performance and any Unitholder's investment in the Fund.</p> <p>Other general risks of an investment in the Fund include but are not limited to:</p> <ul style="list-style-type: none">• the inability of the Fund to meet redemption requests;• the risk that the Fund does not achieve its investment objective; and• the risk that Unitholders may lose some or all of their capital invested in the Fund. <p>Further information on risks associated with the Fund is detailed in the Risk section below.</p>	Section 7

Further information

The PDS contains important information regarding the Fund. We encourage you to read it carefully and in its entirety, including without limitation Section 7 which sets out certain key risks associated with an investment in the Fund, and Section 8 which sets out the fees and other costs associated with investing in the Fund. If you have any questions, you should seek relevant professional advice before making an investment decision.

2. ASIC disclosure benchmarks for an unlisted property scheme

In ASIC Regulatory Guide 46: *Unlisted property schemes: Improving disclosure for retail investors* (RG 46), ASIC has developed a range of benchmarks for unlisted property schemes (ASIC RG 46 Benchmarks). ASIC expects issuers of products of such funds to disclose in a Product Disclosure Statement whether the responsible entity meets the benchmarks on an ‘if not, why not’ basis. The ASIC RG 46 Benchmarks are intended to assist investors to understand the risks associated with an investment in the Fund, assess the potential benefits of the Fund and decide whether an investment in the Fund is suitable for them.

The following table provides a summary of the benchmarks set out in RG 46 and a summary of information about how we meet the benchmarks. You should consider this information together with the detailed explanation of the cross-referenced information set out in this PDS and the key risks of investing in the Fund highlighted in Section 7 of this PDS.

The information in this section about the ASIC RG 46 benchmarks will be updated periodically. Where this updated information is not materially adverse to Unitholders it will be available on the Fund’s Website and a paper copy will be given to you, without charge, upon request by contacting Client Services. If there is a materially adverse change to the information in this section, we will issue a supplementary or new PDS.

While the Fund has a substantial share of its non-cash assets invested in real property, it operates hotels on these properties and does not generally derive rental income from these operations. The Fund is therefore not the type of fund to which the RG 46 Benchmarks are typically applied and as such there are some departures from RG 46 Benchmarks.

ASIC RG 46 Benchmark	Does the Manager Comply?	Explanation/Reference
Benchmark 1: Gearing The responsible entity maintains and complies with a written policy that governs the level of gearing at an individual credit facility level.	Yes	For additional disclosure on this benchmark, refer to Section 12.4
Benchmark 2: Interest cover policy The responsible entity maintains and complies with a written policy that governs the level of interest cover at an individual credit facility level.	Yes	For additional disclosure on this benchmark, refer to Section 12.5.
Benchmark 3: Interest capitalisation The interest expense of the scheme is not capitalised.	No	As of the date of this PDS, the interest expense of the scheme is not capitalised. Interest capitalisation occurs when accrued or accumulated interest is added to the loan principal instead of being paid on a regular basis. The Fund intends to primarily expense interest costs as they are incurred on a regular basis. However, the Fund may capitalise interest expenses as they relate to development projects where capitalising interest expenses is generally accepted practice due to the potential lack of income generated by the asset during development.

2. ASIC disclosure benchmarks for an unlisted property scheme (continued)

ASIC RG 46 Benchmark	Does the Manager Comply?	Explanation/Reference
		<p>There are risks associated with capitalising interest. This practice may result in increased leverage as interest is capitalised resulting in an increased gearing ratio and gearing related risks. In addition, if there isn't sufficient headroom in the debt facility to finance capitalised interest then the Fund may not be able to continue to meet its debt facility covenants.</p> <p>The Fund intends to operate within its capital management policy in order to manage these risks. For further information or to obtain a copy of the capital management policy please contact the Responsible Entity.</p> <p>Refer to Section 12.6.</p>
<p>Benchmark 4: Valuation policy The responsible entity maintains and complies with a written valuation policy that requires:</p> <p>(a) a valuer to:</p> <ul style="list-style-type: none"> (i) be registered or licensed in the relevant state, territory or overseas jurisdiction in which the property is located (where a registration or licensing regime exists), or otherwise be a member of an appropriate professional body in that jurisdiction; and (ii) be independent; <p>(b) procedures to be followed for dealing with any conflicts of interest;</p> <p>(c) rotation and diversity of valuers;</p> <p>(d) valuations to be obtained in accordance with a set timetable; and</p> <p>(e) for each property, an independent valuation to be obtained:</p> <ul style="list-style-type: none"> (i) before the property is purchased: <ul style="list-style-type: none"> (A) for a development property, on an 'as is' and 'as if complete' basis; and (B) for all other property, on an 'as is' basis; and (ii) within two months after the directors form a view that there is a likelihood that there has been a material change in the value of the property. 	<p>No</p>	<p>The Responsible Entity maintains and complies with a written valuation policy, however a modified approach is adopted in respect of the source of valuations.</p> <p>Due to the operational nature of the assets in the Fund's portfolio and potential variability of earnings of each asset, it would be cost prohibitive for the Fund to use independent valuers to update valuations for an asset which on its own would not materially impact the total portfolio value due to the size and scale of the Fund's portfolio. As such, the Responsible Entity adopts Portfolio Valuations to reflect movements in individual asset values between independent valuations. Note that under the valuation policy, assets are independently valued at least every 24 months.</p> <p>The Responsible Entity will require an updated independent valuation when the directors form a view that there has been a material change in the value of the property. The Responsible Entity will require an independent valuation to be undertaken by a qualified independent valuer at the next practical opportunity after the change in value occurring.</p> <p>A material change is considered to be a variance of greater than 10% of the asset's previous independent valuation.</p> <p>There are risks associated with the use of Portfolio Valuations instead of independent valuations conducted by registered and licensed valuers. While the Responsible Entity will determine an updated valuation based on its best assessment of the value of the assets in the Portfolio, the Responsible Entity is not considered a qualified expert that is registered or licensed in the relevant jurisdictions. As such Portfolio Valuations may vary from independent valuations.</p> <p>Refer to section 12.8.</p>

2. ASIC disclosure benchmarks for an unlisted property scheme (continued)

ASIC RG 46 Benchmark	Does the Manager Comply?	Explanation/Reference
<p>Benchmark 5: Related party transactions The responsible entity maintains and complies with a written policy on related party transactions, including the assessment and approval processes for such transactions and arrangements to manage conflicts of interest.</p>	Yes	For additional disclosure on this benchmark, refer to Section 12.7 of this PDS.
<p>Benchmark 6: Distribution practices The scheme will only pay distributions from its cash from operations (excluding borrowings) available for distribution.</p>	No	<p>The Fund intends to pay distributions primarily from cash from operations. However, the Fund may pay distributions from other sources if it would be in the best interests of Unitholders.</p> <p>Other sources include excess cash and cash equivalents, capital or borrowings.</p> <p>Examples of where distributions may be paid from other sources include but are not limited to:</p> <ul style="list-style-type: none"> • If Underlying Earnings are reduced due to short term trading volatility; • If Underlying Earnings are reduced in the period between asset sales and the re-investment of sale proceeds into new acquisitions; and • Payment of a special distribution if the Fund were to realise a capital gain on sale of an asset. <p>There are risks associated with paying distributions from sources other than cash from operations. This practice may not be commercially sustainable over the longer term, particularly where asset values are not increasing.</p> <p>Where part of the distribution is paid from borrowings, this reduces Unitholders' equity and the Portfolio NAV per unit. It will also increase the Fund's gearing ratio and gearing related risks. Where the Fund is close to its loan to valuation ratio covenant, the risk of breaching these covenants is increased.</p>

3. ASIC disclosure principles for an unlisted property scheme

In RG 46, ASIC has developed eight disclosure principles for unlisted property schemes (ASIC RG 46 Principles) and expects issuers of products of such funds to disclose in a Product Disclosure Statement information about the disclosure principles.

The following table sets out the ASIC RG 46 Principles and a summary of information applicable to the Fund in relation to the principles. You should consider this information together with the detailed explanation of the cross-referenced information set out in this PDS and on the Fund Website and the key risks of investing in the Fund highlighted in Section 7 of this PDS.

The information in this section about the ASIC RG 46 benchmarks and disclosure principles is available on the Fund's Website and will be updated periodically. Where this updated information is not materially adverse to Unitholders it will be available on the Fund's Website and a paper copy will be given to you, without charge, upon request by calling Client Services. If there is a materially adverse change to the information in this section we will issue a supplementary or new PDS.

While the Fund has a substantial share of its non-cash assets invested in real property, it operates hotels on these properties and does not generally derive rental income from these operations. The Fund is therefore not the type of fund to which the RG 46 Principles are typically applied and as such there are some departures from RG 46 Principles.

ASIC RG 46 principles	Does the Manager Comply?	Explanation/Reference
Disclosure Principle 1: Gearing ratio The Responsible Entity will disclose a gearing ratio in accordance with RG 46 requirements.	Yes	For additional disclosure on this benchmark, refer to Section 12.4 of this PDS. The gearing ratio is available on the Fund's Website and will be updated periodically.
Disclosure Principle 2: Interest cover ratio The Responsible Entity will disclose an interest cover ratio in accordance with RG 46 requirements.	Yes	For additional disclosure on this benchmark, refer to Section 12.5 of this PDS. The interest cover ratio is available on the Fund's Website and will be updated periodically.
Disclosure Principle 3: Scheme borrowing If a scheme has borrowed funds, the Responsible Entity will disclose relevant information on such borrowings.	Yes	For additional disclosure on this benchmark, refer to Section 12.6 of this PDS. The relevant information on scheme borrowings is available on the Fund's Website and will be updated periodically.
Disclosure Principle 4: Portfolio diversification The Responsible Entity will disclose information as required by RG 46 around the level of diversification in a portfolio.	No	<p>The Responsible Entity will disclose details on the geographic location of the Fund's portfolio on the Fund's Website. However, the Responsible Entity does not intend to disclose individual asset valuations or yields as it would be inappropriate and not in the best interests of the Unitholders to do so. This information is considered commercially sensitive, and any disclosure of such information may compromise future divestment optionality for assets within the Fund's portfolio.</p> <p>For additional disclosure on the reasons for non-compliance, see section 12.8</p> <p>Since the Fund does not lease its properties to third parties, lease expiry, occupancy rates and top five tenant information are not applicable. The Fund will own both the property and operational components for each freehold going concern asset (and only the operational component for leasehold assets).</p>

3. ASIC disclosure principles for an unlisted property scheme (continued)

ASIC RG 46 principles	Does the Manager Comply?	Explanation/Reference
<p>Disclosure Principle 5: Related party transactions If the Responsible Entity enters into transaction with related parties it will disclose such arrangements relevant to the investment decision.</p>	Yes	For additional disclosure on this benchmark, refer to Section 12.7 of this PDS. Particulars of any relevant related party transactions is available on the Fund's Website and will be updated periodically.
<p>Disclosure Principle 6: Distribution practices If the scheme is making or forecasts making distributions to investors, the Responsible Entity should disclose relevant information as required by RG 46.</p>	Yes	For additional disclosure on this benchmark, refer to Section 6.3 of this PDS. Information about distributions is available on the Fund's Website and will be updated periodically.
<p>Disclosure Principle 7: Withdrawal arrangements If investors are given the right to withdraw from a scheme, the Responsible Entity should disclose relevant information to investors as required by RG 46.</p>	Yes	For additional disclosure on this benchmark, refer to Section 9.9 of this PDS.
<p>Disclosure Principle 8: Net tangible asset The Responsible Entity should disclose the NTA of the scheme on a per unit basis.</p>	Yes	For additional disclosure on this benchmark, refer to Section 12.8 of this PDS. The NTA of the scheme is available on the Fund's Website and will be updated periodically.

4. Overview of the investment strategy

4.1 Industry overview

Hotels are operational businesses with diverse earnings profiles across food & beverage, gaming, off premise and accommodation. As an operating asset, hotels may have an ability to maintain and grow earnings across a range of economic cycles. In this respect they may be more defensive than other forms of real estate investment such as core real estate which can be subject to vacancy risks and is traditionally characterised by contractual rent escalation which may not be linked to inflation. The industry is underpinned by household expenditure toward hospitality experiences with high barriers to entry which provides an advantage to existing operators.

Yields plus industry growth

The Fund seeks to deliver regular distributions and the potential for earnings and capital growth underpinned by a Portfolio of 30 hotels (as at the date of this PDS). The Fund is targeting organic growth within the business, plus potential capital and earnings growth from active portfolio management, including investment in the refurbishment or redevelopment of Fund assets.

FIGURE 1: YIELDS PLUS INDUSTRY GROWTH



Underlying real estate ownership

As at the date of this PDS the Fund owns (via wholly owned investment vehicles and operating entities) 28 of the 30 hotels it operates as a freehold going concern (meaning the Fund owns the land, building, PPE (property plant equipment) and operational entitlements of each hotel). Freehold ownership helps provide the following:

- Autonomy over the capital allocation process and therefore the ability to quickly respond to changes in customer preferences and/or regulatory changes;
- Cost effective debt funding (secured against the Fund's underlying asset values); and
- The ability for Unitholders to retain the benefits associated with both property ownership and hotel operator growth.

The majority of the Fund's hotels are in suburban infill markets across Sydney, Brisbane and major regional QLD cities.

Ownership of this underlying real estate land bank provides the Fund with the potential to realise additional value over time through the subdivision and/or redevelopment of properties to increase land utilisation and convert surplus land holdings into higher and better use alternatives. This additional value potential is not captured in the independent valuations.

Capital expenditure opportunities

The Fund's real estate ownership across its Portfolio provides the opportunity for the Fund to deliver value enhancing capital refurbishment. The Fund has a track record of investment in its hotels, and typically focuses on creating attractive, safe and locally relevant hotel environments for customers. Investments target improvements in customer satisfaction, revenue and profitability. The Fund has a pipeline of refurbishment opportunities which are expected to continue to deliver future revenue and earnings growth.

Managed by an experienced operator

Redcape Hospitality's management and operating platform comprises industry expertise and a management team with a successful track record. Redcape Hospitality applies its asset management and operating capabilities to select additional assets for acquisition and to determine non-strategic assets to divest. The sale of assets enables the Fund to recycle capital into higher growth opportunities.

4. Overview of the investment strategy (continued)

4.2 Investment strategy

The Fund aims to provide investors with regular cash distributions and capital growth over the investment term by investing in and actively managing a diversified Portfolio of high-quality hotels combined with the potential for refurbishment or redevelopment (subject to approvals) to increase land utilisation.

The Fund's investment strategy is to:

- invest in high-quality community hotels underpinned by sustainable cashflows with opportunities for accretive capital expenditure;
- leverage the Redcape Hospitality platform to drive enhanced outcomes from existing assets and new acquisitions; and
- actively manage the Portfolio over time including through the sale of existing assets or acquiring new assets to maximise risk adjusted returns for investors.

4.3 Investment guidelines

The Manager aims to make investment decisions having regard to the following criteria:

CATEGORY	GUIDELINES
Asset type	Community centric hotels with a preference for Freehold Going Concern venues.
Location	Hotels in well-established towns and cities, with easy access and high passing traffic.
Refurbishments	The Fund intends to focus refurbishment spend on generating attractive risk adjusted returns through refurbishment capital expenditure focused on optimising the performance of the Fund's portfolio.
Operating platform	The Fund intends to focus on: <ul style="list-style-type: none">• Leveraging Redcape Hospitality's scalable and adaptable platform;• High level of digital enablement; and• Enhanced performance through buying and operational efficiencies.

The Responsible Entity may revise these investment guidelines from time to time, having regard to the best interests of Unitholders. Changes to these investment criteria will be communicated to investors on the Fund's Website or in the quarterly Fund updates.

4.4 Portfolio overview

As at the date of this PDS, the Portfolio comprises 30 hotels across New South Wales and Queensland consisting of 28 freehold and 2 leasehold hotels worth approximately \$1.3 billion. More information about the Portfolio can be found on the Fund's Website.

Acquisition of future assets from MA Financial Group

The Fund may, from time to time, acquire assets from MA Financial Group or from other related parties of MA Financial Group on arms-length terms, provided that:

- the investment is in accordance with its investment strategy and investment parameters;
- the investment complies in all material respects with applicable law; and
- the investment is acquired at independent value and on arms-length terms.

The Fund is under no obligation to acquire investments that are offered for investment by MA Financial Group or related parties of MA Financial Group.

See Sections 12.7 and 12.14 for details on related party transaction policies.

4.5 Changes to investment strategy

It is expected that the investment strategy of the Fund will be implemented as detailed in this PDS. However, changes in the market conditions, which could be favourable or adverse to the Portfolio's performance, may require the Manager to adopt changes to the investment strategy and the investment guidelines. Subject to compliance with the Corporations Act, the Manager may change the investment strategy in order to achieve the Fund's investment objective (subject to the Responsible Entity's written consent).

5. About the Manager and the Responsible Entity

5.1 About MA Financial Group

MA Financial Group (ASX:MAF) is a global alternative asset manager specialising in private credit, real estate and hospitality. The firm lends to property, corporate and specialty finance sectors and provides corporate advice.

The Group has a team of over 600 professionals across locations in Australia, China, Hong Kong, New Zealand, Singapore and the United States.

Alternative Asset Management

MA Financial specialises in private credit, core and operating real estate, hospitality, private equity and venture capital as well as traditional asset classes.

The Firm's investment teams have diverse skill sets and experience across a range of strategies and market conditions and are focused on delivering long-term growth. MA Financial co-invests in many of its strategies alongside its clients to align interests.

Lending & Technology

MA Financial offers a range of non-bank residential lending solutions including home loans and commercial loans for individual borrowers. It operates a large residential mortgage marketplace representing over \$100 billion in loans from over 80 bank and non-bank lenders.

The firm also offers specialty finance solutions including legal disbursement funding and bespoke receivable finance as well as asset-backed and corporate lending.

Corporate Advice

The Corporate Advisory business (MA Moelis Australia) provides companies with financial advice across mergers and acquisitions and strategic advisory, equity and debt capital markets, capital structure advisory, equities research and trading. MA Financial is a global strategic alliance partner and exclusive Australian partner of NYSE-listed global investment bank Moelis & Company.

The Equities business provides equities research, sales and trading execution services.

5.2 The Manager

Redcape Hospitality is the investment manager and operator of the Fund and is one of Australia's leading hotel managers with diverse expertise in strategy, operations, talent development, community engagement, property refurbishment and capital management.

Redcape Hospitality is a wholly owned subsidiary of MA Financial Group and has been appointed by the Responsible Entity as the manager of the Fund and the hotel operator.

Redcape Hospitality's goal is to provide sociable, fun, friendly and safe hospitality offerings in the communities it operates in.

The Redcape Hospitality senior leadership team has extensive experience across a broad range of hospitality venues in both regional and metropolitan areas. As at the date of this PDS, Redcape Hospitality manages 30 community hotels in New South Wales and Queensland, Australia.

5.3 Role of the Manager

The primary responsibility of the Manager is to provide investment management and administrative services in addition to the management and operation of Portfolio assets.

As Manager of the Fund, the Manager has agreed to:

- implement the investment strategy, including actively manage and supervise the Fund's investments;
- construct and manage the Portfolio of the Fund in accordance with the investment guidelines set out in the Investment Management Agreement;
- regularly update the Responsible Entity regarding the Fund's portfolio and provide all information necessary for the maintenance of the Fund's financial accounts to be completed; and
- provide administrative support to assist and ensure the maintenance of the Fund's records and compliance with the Corporations Act.

More information about the Investment Management Agreement can be found at Section 11.2.

5. About the Manager and the Responsible Entity

(continued)

As Manager and hotel operator of the Fund's portfolio assets under the Hotel Operating Agreement, the Manager has agreed to:

- the efficient operation, management, marketing and conduct of the business of each asset in the Fund's portfolio;
- the management of any legal proceedings in the name of the Fund;
- negotiation and execution of agreements on behalf of the Fund to effect any of these services;
- the obtaining and holding of any licences and permits issued by public authorities and necessary for operation of the hotel either by its own name or in the Fund's name (or the investment vehicles where the underlying assets are held); and
- development management services in respect of each asset. The development management services are all services required to develop or redevelop any asset in the Fund's portfolio.

More information about the Hotel Operating Agreement can be found at Section 11.3.

5.4 Role of the Responsible Entity

The Responsible Entity is responsible for the overall management of the Fund in accordance with its duties to Unitholders. While the Responsible Entity has the power to delegate investment management and administrative services to other entities, it retains ultimate responsibility for these functions. As such, the Constitution contains indemnity provisions covering the Responsible Entity for losses and liabilities incurred in connection with the operation of the Fund subject to certain limited exclusions. More information about the Constitution can be found at Section 11.4.

- The Responsible Entity holds an AFSL issued by ASIC, which authorises it to operate the Fund.
- The Responsible Entity is bound by the Constitution and the Corporations Act.
- The Responsible Entity has the power to delegate certain aspects of its duties.

In addition to the appointment of the Manager described above, the Responsible Entity has appointed Boardroom Pty Limited ACN 003 209 836 as the Unit registry (Unit Registry). A summary of the services provider arrangements are set out in Section 12.1.

6. Overview of the fund and investment structure

6.1 Overview of the Fund

The Fund is comprised of two unlisted Australian Unit trusts which are stapled together and are both registered managed investment schemes, operated and managed by the Responsible Entity which is a wholly-owned subsidiary of MA Financial Group.

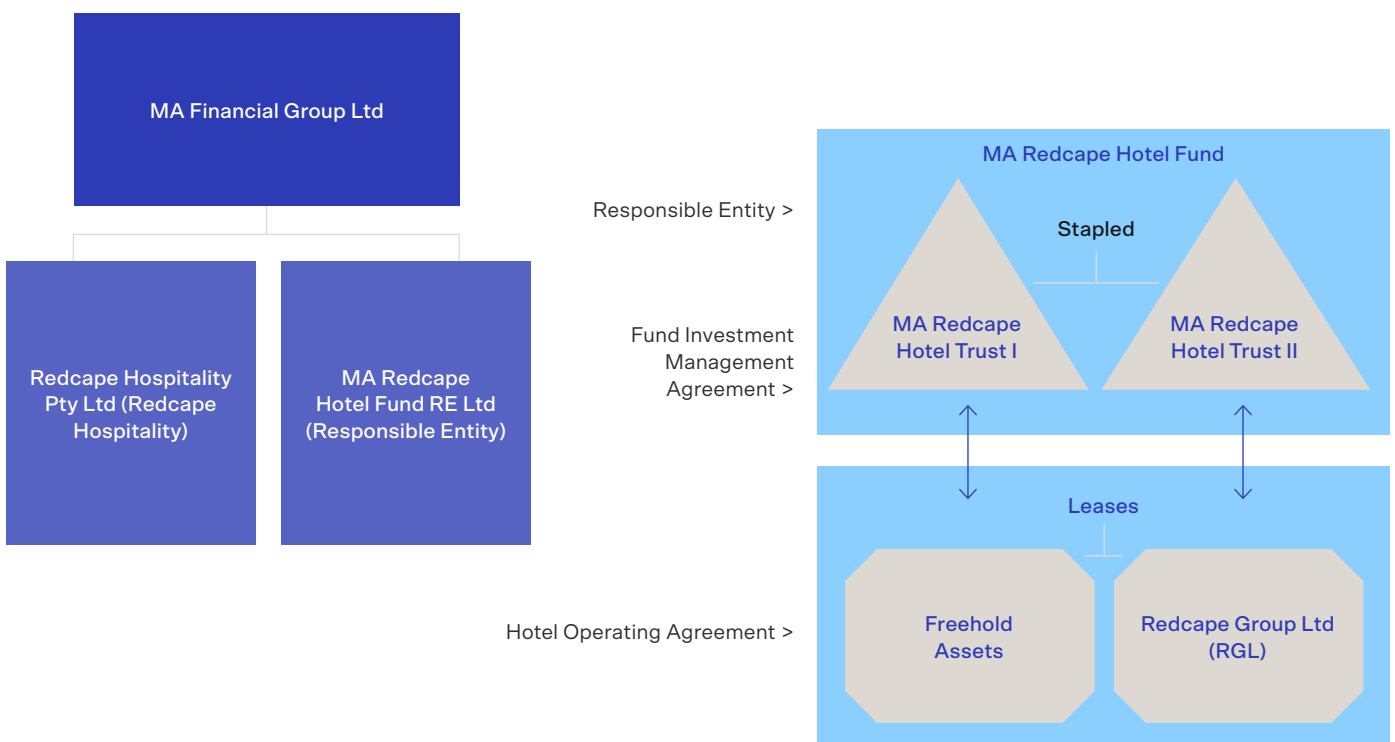
The Responsible Entity has appointed Redcape Hospitality as Manager of the Fund to provide certain investment management and administration services pursuant to an Investment Management Agreement which has been entered into between the Responsible Entity and Redcape Hospitality on arms-length terms.

Refer to Section 11.2 for a summary of the terms of the Investment Management Agreement.

In addition, the Responsible Entity has appointed Redcape Hospitality to manage and operate all the Fund's assets under a Hotel Operating Agreement. Refer to Section 11.3 for a summary of the terms of the Hotel Operating Agreement.

The Portfolio NAV, Application Price and Withdrawal Price of the Fund are available on the Fund's Website. The following diagram shows the Fund's structure.

FIGURE 2 - MA REDCAPE HOTEL FUND STRUCTURE



6.2 Fund term and liquidity

The Fund will have rolling five-year investment terms commencing from 2 November 2021. At the end of each term, there will be a liquidity event where, subject to its obligations at law, the Responsible Entity will provide liquidity for investors wishing to redeem all or some of their investment.

To provide liquidity, the Responsible Entity may (but is not obliged to):

- (1) Sell one or more of the Fund's assets;
- (2) Raise new equity;
- (3) Take on additional debt; or
- (4) Undertake a combination of these measures.

The Responsible Entity will aim to meet all withdrawal requests under a liquidity event within 180 days (although under the Fund's Constitution, the Responsible Entity will have up to 365 days to satisfy accepted withdrawal requests).

Liquidity events may also be cancelled, deferred, scaled back or suspended in exceptional circumstances including for so long as it is impracticable to offer liquidity, or if it would not be in the best interests of Unitholders for liquidity to be offered. As such, investors should consider an investment in the Fund to be a long-term investment.

6. Overview of the fund and investment structure

(continued)

Liquidity Facility

In addition to the liquidity event the Responsible Entity intends to provide liquidity on a quarterly basis through a Liquidity Facility (Liquidity Facility) on each 'closing date'. The 'closing date' for notification of withdrawal requests to the Responsible Entity is generally 5.00pm Sydney time 30 days prior to the last day of the relevant quarter, or the next Business Day if the last day of the relevant quarter is a non-Business Day.

For the 2025 financial year:

- the Responsible Entity will prioritise unitholders who have submitted withdrawal requests prior to the quarter ending 30 June 2023, and in accordance with the 'closing date' for the notification of the withdrawal request being 16 May 2023, such that these requests will be redeemed in priority to unitholders who have not submitted a withdrawal request prior to that date (Priority Requests); and
- the Liquidity Facility is currently paused for any new withdrawal requests until the Priority Requests have been satisfied in full.

Withdrawal requests may be subject to cut-off parameters as detailed in this PDS. In accordance with the terms of the Constitution the Responsible Entity may, from time to time, change these cut-off parameters. Refer to the Fund's Website for the latest published cut-off parameters.

When reinstated by the Responsible Entity for new withdrawal requests, the Liquidity Facility aims to offer investors quarterly liquidity at a Withdrawal Price calculated by reference to the Fund's Portfolio NAV per Unit minus a discount equal to 2.5% of the Portfolio NAV per Unit known as the Withdrawal Discount. The Responsible Entity may from time to time reduce the amount of Withdrawal Discount applied at its discretion and in accordance with its statutory duties.

The Responsible Entity expects that the amount of available liquidity in each quarter will be capped at up to \$10 million during the 2025 financial year. The Responsible Entity may revise the terms of the Liquidity Facility from time to time and investors should refer to the Fund's website for the latest Liquidity Facility terms.

If the \$10 million cap is reached in any given quarter during the 2025 financial year, those Unitholders will automatically participate in the carry forward facility to automatically carry forward any unfulfilled part of the withdrawal request to the next available Liquidity Facility and be treated as a new request for the unfulfilled amount.

Any withdrawal requests carried over to the next period (quarter) do not have priority, but form part of the pool of new withdrawal requests for that next quarter.

Proceeds from accepted withdrawal requests will be paid within 21 Days of the last Business Day of the relevant quarter. However, under the Fund's Constitution, the Responsible Entity is allowed up to 365 days in which to satisfy any accepted withdrawal requests. Withdrawals will take effect as at the end of the quarter in which the relevant request is accepted and satisfied.

Further information on the withdrawals is detailed in the applications and withdrawals section below.

6.3 Distributions

The Responsible Entity expects to pay distributions on a quarterly basis unless advised otherwise before the end of the respective quarter. The amount of distribution income paid is based on the number of Units held at the end of each distribution period.

Distributions are usually paid into an Investor's bank account by the last Business Day two months after the relevant quarter end date.

The Manager anticipates that a proportion of distributions will be tax-deferred for Australian tax residents. An advantage of the investment structure is the ability of the Fund to pass on taxation allowances, such as building allowances, imputation credits, and plant and equipment depreciation to Australian tax residents. Please refer to Section 10 for further information on the tax implications for Australian tax residents investing in the Fund.

Distributions from the Fund are dependent on the ongoing earnings capacity of assets held. The Fund aims to source distributions primarily from Underlying Earnings. However, it is permitted to fund distribution payments from other sources, such as capital, if the Responsible Entity considers it to be in the best interests of investors. Other sources include cash and cash equivalents, capital or borrowings.

Examples of where distributions may be paid from other sources include but are not limited to:

- If Underlying Earnings are reduced due to short term trading volatility;
- If Underlying Earnings are reduced in the period between capital raisings or asset sales and investment of proceeds into acquisitions; and
- Payment of a special distribution if the Fund were to realise a capital gain on sale of an asset.

There are risks associated with paying distributions from sources other than cash from operations. This practice may not be commercially sustainable over the longer term, particularly where asset values are not increasing.

6. Overview of the fund and investment structure

(continued)

Underlying Earnings is a key determinant for the Fund when calculating and deciding the level of distribution to pay. Underlying Earnings are based on Operating EBITDA less cash rent, cash interest and maintenance capital expenditure.

While the Responsible Entity has full discretion regarding the distributions of the Fund, its intention is to pay-out at least 80.0% of Earnings.

Where the Fund makes distributions from capital, this will have the effect of reducing investor equity. Where this occurs and the Fund has borrowings, the reduction in investors' equity will have the effect of increasing the gearing ratio and gearing related risks. Where a fund is close to its gearing related covenants, the risk of breaching these covenants is increased.

Further information on the Fund's distributions is set out in the Fund's latest quarterly report on the Fund's Website.

Distribution Reinvestment Plan (DRP)

Investors have the option of opting into the Distribution Re-investment Plan (DRP). The DRP provides Unitholders with the option of automatically reinvesting part or all of their distributions as additional Units in the Fund.

The DRP price is the Portfolio NAV divided by the number of Units on issue at the last day of the Distribution Period adjusted for any income distributed during the Distribution Period and applying a discount of 2.5% to that price and as notified to Unitholders on the Fund Website on the first day after the Distribution Period.

While the DRP is open, Unitholders can elect to participate in the DRP at any time. The DRP Instruction Form must be received by the Unit Registry no later than 5.00 pm Australian Eastern Time on the last Business Day of the calendar quarter in order to participate in the DRP for that particular quarter's distribution.

The Responsible Entity may, in its absolute discretion, accept or refuse a DRP Instruction Form without giving reasons for its decision in accordance with the terms of the Fund Constitution. The Responsible Entity may also determine that a Unitholder's DRP Instruction Form is valid even if the DRP Instruction Form is incomplete, contains errors or is otherwise defective. By submitting a DRP Instruction Form, each Unitholder is taken to have authorised the Responsible Entity (and its delegates or agents) to correct any error in, or omission from, the Unitholder's DRP Instruction Form.

No cooling off period applies in relation to the acquisition of Units under the DRP.

Participation in the DRP will automatically continue until you notify the Unit Registry that you no longer wish to participate by submitting a DRP Instruction Form, the DRP

is suspended or withdrawn by the Responsible Entity; or you submit a full redemption request to the Unit Registry.

The DRP will be automatically suspended upon the Responsible Entity determining to suspend the DRP. If the DRP is suspended, an election as to your participation in the DRP will also be suspended and all Units are taken not to be participating in the DRP for the purpose of any distribution paid while the DRP is suspended. Upon reinstatement of the DRP, all of your prior elections are reinstated unless a DRP Instruction Form is validly submitted by you by 5.00 pm Australian Eastern Time on the last Business Day of the calendar quarter for the next distribution which follows the reinstatement of the DRP.

Your right to participate in the DRP is not transferable.

The Responsible Entity may, at its sole and absolute discretion, modify, suspend or terminate the DRP at any time. The modification, suspension or termination shall take effect from the date specified by the Responsible Entity. Sufficient written notice shall be given to all Unitholders prior to the changes occurring to allow Unitholders to withdraw or otherwise change their level of participation in the DRP before the changes come into effect (except in the event the Responsible Entity considers in its absolute discretion that the change is not adverse to Unitholders, in which case such notification only needs to be given within the three month period after the change is made).

The Responsible Entity may, in its sole and absolute discretion, arrange for the DRP to be underwritten in respect of a particular distribution on any terms it considers appropriate.

See further information below in section 10.5.3 regarding taxation implications in respect of the participation in the DRP.

6.4 Fund operations and service providers

The Responsible Entity has outsourced:

- investment valuation, accounting and certain administrative functions to the Manager;
- management and operation of all the Fund assets to Redcape Hospitality; and
- Unit registry services to Boardroom Pty Limited.

A summary of the service provider arrangements are set out in Section 12.1.

KPMG has been appointed auditor of the Fund and will perform certain audit procedures in relation to the investment valuation, accounting and administration roles performed by the Redcape Hospitality relevant to KPMG's obligations as the financial statement auditor and compliance plan auditor of the Fund.

7. Risks

7.1 Introduction

Before making an investment decision, it's important to understand the risks that can affect the value of your investment.

While not exhaustive, this section identifies the risks that the Responsible Entity and Manager regard as the major risks associated with an investment in the Fund, including risks relating to the business and operations of the Portfolio assets, specific Fund risks, general risks and general investment risks. You should read the whole of this PDS in order to fully appreciate the risks of an investment in Units before any decision is made to subscribe for Units.

Different strategies may carry different levels of risk, depending on the assets that make up the strategy and past performance is not a reliable indicator of future performance. The value of Units may decline significantly if the Fund's business, financial condition or operations were to be negatively impacted. In these circumstances, you could lose all or part of your investment in the Fund.

If you are considering an investment in the Fund, you are also strongly advised to consider whether the Units are a suitable investment having regard to your personal investment objectives and financial circumstances (and the risk factors set out in this Section 7). If you are in any doubt about the suitability of an investment in the Fund, you should consult with your financial adviser, stockbroker, solicitor, accountant or other professional adviser before deciding whether to apply for the Units.

7.2 Risks relating to the business and operations of the Hotels

This Section sets out risks associated with an investment in the Fund which are specific to the Fund's business activities and operations.

Regulatory risk

There is an extensive regulatory regime that affects many aspects of the Fund's operating business, including restrictions on the number of electronic gaming machines permitted in venues, restrictions on gaming machine entitlements and forfeitures and taxation of gaming machine revenues. It is likely that state and territory governments will continue addressing issues such as alcohol-based violence, health reforms and problem gambling. The extent and degree of regulation differs on a state-by-state basis. Inconsistencies in the regulatory regimes, as well as potential changes in legislation and government policies, or the interpretation of legislation and policies, may adversely impact on the Fund's profitability. Any legislative or regulatory changes in NSW

or QLD may have a greater adverse impact on the Fund's profitability given the geographic concentration of the Fund's hotels.

The Fund is bound by laws relating to the prevention of money laundering and the financing of terrorism, including the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (AML/CTF Laws). The Responsible Entity could face civil penalty proceedings, and other legal and regulatory sanctions, as well as reputational damage, following any failure to comply with AML/CTF Laws. Penalties, fines or other compensation payable as a result of any breach of AML/CTF laws, and related reputational damage, could have a material adverse effect on the Fund's business, financial condition and performance, and operating performance and growth.

There is a risk that liability arising from workplace health and safety matters at any of the Portfolio's hotels may be attributable to the Fund and, to the extent that the Fund bears any such liability which is not covered by insurance, this may impact the Fund's financial performance. In addition, the Fund may have to pay monetary penalties, which may also adversely affect its financial performance.

A failure by the Responsible Entity to comply with any of the regulatory regimes and associated licenses which apply to its operations may significantly and adversely affect its reputation and financial performance and any Unitholder's investment in the Fund.

Supplier risks

The Fund has a number of agreements with certain suppliers for the supply of key business inputs, such as EGMs, liquor and food. All current supply arrangements are based on commercial supplier and customer terms, and the interruption or termination of these supply agreements may have a material adverse impact on the Fund. Additionally, the Fund cannot guarantee that its existing arrangements with key suppliers will be renewed, or renewed on terms similar to its current supply terms.

Demographics and changes in consumer preferences and tastes risk

Consumers' spend on entertainment and alcoholic beverages is discretionary in nature, and as such, the Fund's offering of products and services in its hotels, and its financial performance, may be affected by changes in consumers' disposable income, or their preferences as to the utilisation of that disposable income. Any decrease in the real disposable income of the Fund's patrons in NSW and QLD as a result of general economic forces, such as an increase in interest rates, may decrease consumer confidence and consumer demand, which may subsequently result in lower levels of trading activity and the Fund's profitability.

7. Risks (continued)

Additionally, any changes in population density, growth and demographics in local communities may adversely affect the Fund's financial performance and the value of an investment in the Fund. Conversely, any increase in the real disposable income of the Fund's patrons may lead to increased competition, from both existing and prospective entrants, in the hospitality industry.

Further, any change in Australian attitudes towards, and societal norms concerning, gambling and alcohol consumption and their potential implications may affect the Fund's profitability.

Technology changes, including product development in the EGM industry and offerings for online and mobile gaming, could drive a change in the level of consumer demand for EGMs and lead to lower demand for the Fund's existing EGMs.

Competition risk

The Fund could be adversely affected by increased competition in the hotel, gaming and retail liquor markets in Australia. The Fund's hotels compete for customers with a wide variety of other hotels and entertainment venues, and the Fund's competitors may be better equipped and could have access to greater financial resources than the Fund. Further, change to the design or application of the classification of Local Government Area gaming 'bands' in NSW may increase competition in the Local Government Areas in which the Fund operates.

Furthermore, the various offerings of online and mobile gaming also pose a risk to the Fund which may detrimentally affect its operations and financial performance. Increased competition in the retail liquor markets and other specialty stores in the regions of Australia in which the Fund operates, including competing with supermarkets where alcoholic and other products could be purchased more cheaply, as well as general competition with alternative entertainment and leisure activities, have the potential to adversely affect the Fund's profitability.

Rapid changes in technology may lead to the Fund's competitors introducing technologies that provide them with a competitive advantage relative to the Fund and may lead to increased risk of asset obsolescence.

Refurbishment and development risk

There is a risk that future refurbishments of the Fund's portfolio are delayed, take longer or cost more than anticipated to implement or be completed, which may detrimentally affect the Fund's profitability and future returns.

Additionally, there is no guarantee the refurbishment of gaming facilities of certain premises will add value to, or result in improved profitability of, the Fund's portfolio or its operations.

Furthermore, delays in or failure to obtain any required development approvals, planning and zoning issues and any failure to complete renovations or developments according to planned timelines may result in a loss of revenue, and may have a material detrimental effect on the Fund's profitability and financial performance.

Interest rate risk

To the extent that interest rates are not hedged, unfavourable movements in interest rates relating to the syndicated debt facility could lead to increased interest expense. Any such movement may have a negative impact on the Fund's financial position and results.

Increased general interest rates may also result in a reduction in consumers' discretionary income (which may affect the Portfolio's operations), increased capitalisation rates for hotel real estate (which may negatively impact the valuation of the Portfolio's existing owned hotels) and a reduction in the attractiveness of debt funding of the Portfolio's growth initiatives such as refurbishments and acquisitions.

Development risk

Development activities are subject to additional risks associated with the timing, completion and cost of the development. For example, completion of delivery of the developments may be delayed (including due to unforeseen circumstances, contractor default and weather), costs associated with the development may be more than anticipated or counterparties involved in the development may default. Any of these circumstances may have an adverse financial impact on the Fund.

7.3 Specific Fund risks

Manager risk

The success and profitability of the Portfolio, and therefore the Fund, will depend in large part upon the performance of the Manager, which is dependent on the skill and expertise of the investment team. The Manager may not manage the Portfolio in a manner that consistently achieves the Fund's investment objective over time. If the Manager was to lose the services of its key members of the investment team or otherwise be precluded from providing its management services (for example, by virtue of the loss of their respective licenses or registration), the success and profitability of the Portfolio could be materially and adversely affected.

7. Risks (continued)

There can be no assurances that the investment team will remain wholly intact or that the Manager will maintain key licences and registrations throughout the term of the Fund. If the Manager ceases to manage the Fund, the Responsible Entity will need to identify and engage an alternative, and suitably qualified and experienced investment manager. This may affect the Fund's success and performance.

Additionally, the operations of the Fund's business depend on its ability to attract and retain quality venue staff. Any changes that adversely impact the Fund's ability to attract and retain key venue staff may adversely impact the Fund's profitability, and the Fund Unitholder returns from the Fund Units.

Potential conflicts of interest of the Responsible Entity, the Manager and their affiliates

The Responsible Entity, the Manager and third party service providers of the Fund may, in the course of their business, have potential conflicts of interest which may not be managed effectively and may be detrimental to the Fund and its Unitholders. The Manager, the Responsible Entity and their affiliates are part of MA Financial Group. MA Financial Group businesses include asset management, corporate advisory and equities businesses. MA Financial Group may in the future acquire interests in other businesses. As a result of the range of MA Financial Group's activities, the Manager and its affiliates, personnel and associates may have multiple advisory, transactional, financial and other interests and relationships that conflict with the interests of the Fund. They manage a range of investment funds and vehicles which may compete with the Fund for investment opportunities. These funds and vehicles may also take actions which are contrary to the interests of the Fund – in particular, when the assets respectively held do not align in interests. MA Financial Group may also provide other services to the Fund.

These service providers may receive fees, commissions and other payments for these activities. MA Financial Group also makes substantial investments for its own account, which may have an adverse impact on the Fund, for example by reducing the amount of an investment opportunity that is allocated to the Fund. The Manager, the Responsible Entity and their affiliates have implemented policies and procedures to seek to identify and manage conflicts in a fair and equitable manner. There can be no guarantee that any such conflicts will be resolved in a manner that will not have an adverse effect on the Fund.

Acquisition and disposal risk

In seeking to maximise returns for the Fund's Unitholders, the Fund may acquire further hotels in accordance with its acquisition strategy. The risks faced by the Fund in relation to a future acquisition will depend on the terms of the transaction at the time. Future acquisitions may affect the value of, and returns from, an investment in the Fund. There is a risk that the Fund may be unable to source and acquire properties or hotels, as well as dispose of any hotels or properties, on commercially appropriate terms, which may in turn limit the Fund's growth.

There is also a risk that the Fund may be unable to successfully integrate any future acquisitions into its business model, or deliver the anticipated returns from those acquisitions.

Additionally, distributions may be adversely affected by future acquisitions or disposals, and there is no guarantee that any future acquisitions or disposals will enhance the investment returns of the Fund Unitholders.

Liquidity risk

Despite the Fund offering certain liquidity opportunities as described in Section 6.2 and 9.9, there may be circumstances where the Manager is not able to satisfy withdrawal requests (including for the avoidance of doubt any deceased estate requests in accordance with section 9.10 of this document), within the timeframes specified, or at all. The ability to withdraw (in part or in full) at any particular time is not promised nor guaranteed. It may be difficult for the Manager to maintain the quarterly Liquidity Facility and to offer periodic Liquidity Events. This may occur as a result of, for example, movements in the hotel market, withdrawal requests exceeding the Fund's available liquid assets or the Fund not being able to realise sufficient assets in a timely manner or at an optimal sale price. This may affect the Manager's ability to return capital to investors and may reduce the Portfolio NAV per Unit.

As set out in section 6.2 and 9.9:

- the Responsible Entity will prioritise unitholders who have submitted withdrawal requests prior to the quarter ending 30 June 2023, and in accordance with the 'closing date' for the notification of the withdrawal request being 16 May 2023, such that these requests will be redeemed in priority to unitholders who have not submitted a withdrawal request prior to that date (Priority Requests); and
- the Liquidity Facility is currently paused for any new withdrawal requests until the Priority Requests have been satisfied in full.

7. Risks (continued)

Further, the amount of available liquidity in each quarter will be capped at up to \$10 million during the 2025 financial year. It may be difficult for the Manager to offer liquidity at up to \$10 million and in some quarters the liquidity available will be less than \$10 million.

The assets in the Fund's portfolio are, by their nature, illiquid investments. There is a risk that, if required to do so, the Fund may not be able to realise value for the assets within a short period of time or may not be able to realise the full valuation, which may affect an investment in the Fund.

Reputational risk

There is a risk that the Fund's reputation may erode if the Fund fails to comply with its licences and regulatory requirements, or if there is any episode of death, armed robbery or violence at any of the Fund's hotels or other occurrences which adversely affect the reputation of the Fund's hotels. Further, episodes of death, armed robbery or violence may result in the loss of patronage.

These risks may in turn detrimentally affect the Fund's profitability and financial performance.

Concentration risk

MA Financial Group and its associates could control the majority of the Funds Units. Accordingly, these parties would continue to be in a position to exert significant influence over matters relating to the Fund and may control the Fund. Although the interests of these Fund Unitholders and other Unitholders are likely to be aligned in most cases, there may be instances where their respective interests diverge. For example, the Manager, which is a Subsidiary of MA Financial Group may obtain higher performance fees if the Fund undertakes transactions and raises additional capital which may not coincide with the preferences of particular the Fund Unitholders.

Change in control risk

There is a risk that change in control provisions in contracts to which the Fund is a party, including supplier agreements and licensing and regulatory approvals, may be triggered if MA Financial Group and its associates move to a control position and if the Fund cannot obtain the relevant counterparty's consent. In such a case, this may give the counterparty a right to terminate the agreement, which in turn has the potential to affect the Fund's operations and financial performance.

7.4 General Risks

General taxation risk

An investment in the Fund involves a number of complex tax considerations which may differ for each investor. Changes in tax legislation and their interpretation in relation to the Fund could adversely impact the returns achieved by the Fund. No assurance can be given regarding the actual level of taxation that may be imposed upon the Fund, its investments or investors with respect to their investments in the Fund. While the Manager will endeavour to structure the Fund's investments in a manner that is intended to achieve the Fund's investment objective and investment strategy, there can be no guarantee that the structure of any investment will be tax efficient for a particular investor or that any particular tax result will be achieved. Any investor may be required to provide such information as may reasonably be required by the Manager to enable the Fund to properly and promptly make such filings or elections as the Manager may consider desirable or as required by law. Prospective investors should consult their own tax advisers regarding the tax implications of acquiring, holding and disposing of Units.

Global health pandemics

Global health pandemics, such as COVID-19, can cause significant disruption to consumer behaviours and activity levels, in the sectors in which the Fund operates, as well as to securities markets and global and regional economic conditions and cycles. These pandemics can therefore directly and adversely impact the operation of the Fund's venues and supply chains, including through changes in consumer behaviours, and the introduction of laws and regulations designed to suppress the transmission of viruses and disease.

Gearing risk

Gearing exposes the Fund to any changes in interest rates and increases its exposure to movements in the value of its Portfolio or performance measures. If the Fund's level of gearing increases over the term of its debt financing, this will increase the volatility of earnings and increase the level of financial risk, including the risk of default under the Fund's financing facilities. Higher gearing may also affect the Fund's ability to refinance its financing facilities.

7. Risks (continued)

Funding and extension and refinancing of debt

The Fund's ability to raise funds from either debt or equity markets in the future, on favourable terms for future activities, depends on a number of factors, including the:

- state of debt and equity markets at the time;
- general economic and political climate;
- appetite of finance providers to provide debt to hotel operators;
- appetite of finance providers to provide debt to unlisted vehicles as opposed to listed vehicles;
- performance, reputation and financial strength of the Fund; and
- value of business and properties in the Fund's portfolio.

There is a risk that the Fund may not be able to refinance its debt at or before expiry or may not be able to do so on as favourable terms as its current financing facilities.

Facility undertakings and covenants risk

Under the Fund's financing facilities, the Fund is subject to a number of undertakings and covenants, including in relation to loan to value levels and interest cover ratios. An event of default would occur if the Fund fails to maintain these financial covenants. This may be caused by unfavourable movements in interest rates (to the extent interest rates are not hedged) or deterioration in the income or the value of the Fund's operations or the properties in its Portfolio. In the event that an event of default occurs, the lender may require immediate repayment of facility. The Fund may need to dispose of all or parts of its business or properties in its Portfolio for less than their market value or reduce or suspend distributions in order to repay the Fund's financing facilities.

Cyber security, data and privacy risk

The Fund collects a range of customer, supplier, employee and company data through its ordinary course of business. In addition, through providing certain online services, such as the ability for customers to reserve hotel bookings online, the Fund is exposed to risks relating to security of customer information and payment details.

Cyber-attacks, data breaches or unauthorised access to confidential information such as customer information may have a negative impact the Fund's operations and reputation and could cause the Fund to suffer financial loss and regulatory consequences.

Changing community expectations with respect to environmental, social and governance standards

Changes in community expectations regarding environmental, social and governance standards and risk management (such as responsible sourcing of products, serving of alcohol and gaming, and community engagement) may impact the hospitality industries, including the operations and profitability of the Fund. These changes in community expectations may also lead to regulatory changes and increased operational and compliance costs for the Fund, and restrict the Fund's ability to attract financing and investment.

Employment costs and disputes risk

The Fund has a range of agreements with various employees and contractors which are on a rolling basis and may be amended or terminated by complying with the relevant notice periods. In addition, the ability to appropriately manage its labour needs and requirements while controlling costs associated with hiring and training new employees is subject to external factors such as unemployment rates and minimum wage requirements imposed at law.

Disputes may arise in the course of such renegotiations that could disrupt the Fund's operations and in times of high employment or a shortage of appropriately skilled employees, there can be upward pressure on wages. If any of these events occur, the Fund's financial performance and position may be affected.

Economic and political risk

The Fund's financial performance is subject to general economic conditions in Australia, as well as general economic conditions globally. Prolonged downturn in general economic conditions (including as a result of the COVID-19 pandemic) may impact the demand for services, decreasing consumer demand and lowering sentiment or its assets, which may affect the ability of the Fund to fulfil its investment objectives and could result in a loss of some or all of Fund's Unit holders' capital invested in the Fund. These events could be expected to have a material impact on the Fund's business and financial performance.

Further the risk of higher operational costs and capital expenditure due to varying macroeconomic conditions could impact the performance of the Fund. The Manager has incorporated cost escalation within its modelling, however there remains a risk that costs are greater than budgeted forecast which may adversely impact the returns to investors.

7. Risks (continued)

Risk of reliance on experts

The Manager will from time to time obtain advice from independent experts. While the Manager believes it is reasonable to rely on experts, there is a risk that expert advice may prove incorrect if, for example, a technical property report fails to identify the need for capital works or a revenue authority disagrees with an expert opinion and levies additional stamp duty.

Litigation

In the ordinary course of operations, the Fund may be involved in disputes and possible litigation. These include environmental disputes and occupational health and safety claims, industrial disputes, native title claims, and any legal claims or third-party losses. It is possible that a material or costly dispute or litigation could affect the value of the assets or expected income of the Fund.

Accounting Standards

Changes to Australian Accounting Standards issued by the Australian Accounting Standards Board or changes to the application and interpretation of those standards could materially adversely affect the financial performance and position reported in the Fund's financial statements.

General business risks

The Fund is subject to a number of additional general business risks, including but not limited to litigation, environment, IT systems and insurance risks, and the risk of counterparties failing to perform obligations under contracts with the Fund.

7.5 General investment risks

General investment risks include:

- a downturn in the Australian and/or global economy in general;
- interest rate fluctuations;
- legislative changes (which may or may not have a retrospective effect) including taxation and accounting issues;
- inflation;
- natural disasters, including earthquakes, social unrest, terrorist attacks or war in Australia or overseas; and
- if you are a foreign investor, currency exchange rate fluctuations.

8. Fees and other costs

DID YOU KNOW?

Small differences in both investment performance and fees and costs can have a substantial impact on your long-term returns.

For example, total annual fees and costs of 2% of your investment balance rather than 1% could reduce your final return by up to 20% over a 30 year period (for example, reduce it from \$100,000 to \$80,000).

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

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

TO FIND OUT MORE

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

8.1 Fees and costs summary

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

Tax details are set out in the 'Taxation' section 10 of this PDS.

You should read all the information about fees and costs because it is important to understand their impact on your investment.

MA Redcape Hotel Fund

Type of fee or cost	Amount	How and when paid
Ongoing annual fees and costs¹		
Management fees and costs² The fees and costs for managing your investment ³	0.66% p.a. of the Gross Portfolio Value of the Fund which comprises 0.50% p.a. of Management fees, 0.16% p.a. of indirect costs and normal expense recoveries. ⁴	The Management Fee component of management fees and costs are accrued monthly and are payable from the assets of the Fund monthly in arrears. Management fees and costs include indirect costs and recoverable expenses (if incurred). Indirect costs and recoverable expenses are variable. All of the above management fees and costs are deducted and reflected in the Unit price of the Fund as they are incurred or accrued.
Performance fees⁵ Amounts deducted from your investment in relation to the performance of the product ⁶	1.13% p.a. of the Gross Portfolio Value of the Fund	Performance Fees are calculated semi-annually and are paid from the assets of the Fund semi-annually in arrears and reflected in the Unit Price of the Fund as they are incurred.

1. The amounts of fees and charges quoted above are inclusive of GST less input tax credits, including reduced inputs tax credits.
2. Acquisition and disposal fees have been excluded from this calculation (refer to section 8.3 for an overview of these fees). These fees are included in 'Transaction costs'.
3. The amount of management fees and costs and transaction costs are based on the FY23 costs. Please see "Additional Explanation of fees and costs" below for more information.
4. The amount of indirect costs and normal expense recoveries includes \$34,375 for custodian fees which were incurred by the Fund in FY23.
5. This represents the Performance fee of the Fund which is payable as an expense of the Fund to the Manager. The amount of Performance fee is based on the average of the performance fees over the previous five financial year of the Fund. Please see "Performance fees" below for more information.
6. The Performance fee stated in this table is based on the average of the Performance fee over the last 5 years. Performance fees are based on the investment performance of the Fund and are variable. They might be higher or lower in future years.

8. Fees and other costs (continued)

Type of fee or cost	Amount	How and when paid
Transaction costs⁷ The costs incurred by the scheme when buying or selling assets	0.00% p.a. of the Gross Portfolio Value of the Fund per annum	Transaction costs are variable and deducted from the assets of the Fund as they are incurred and reflected in the Unit Price of the Fund.
Member activity related fees and costs (fees for services or when your money moves in or out of the Fund)		
Establishment fees The fee to open your investment	Not applicable	Not applicable
Contribution fee The fee on each amount contributed to your investment	Not applicable	Not applicable
Buy/sell spread An amount deducted from your investment representing costs incurred in transactions by the scheme	Not applicable	Not applicable ⁸
Withdrawal fee The fee on each amount you take out of your investment	Not applicable	Not applicable
Exit fee The fee to close your investment	Not applicable	Not applicable
Switching fee The fee for changing investment options	Not applicable	Not applicable

7. Transaction costs are variable. The Transaction costs amount has been determined by reference to the 2023 financial year during which the Fund did not buy or sell any assets. The Responsible Entity does not expect Transaction costs to continue to be nil. The Fund has sold assets during the 2024 financial year and will incur Transaction costs as a consequence of those activities.

8. While the Fund does not intend to charge a buy-sell spread, withdrawal pricing will be offered with a 2.5% Withdrawal Discount applied to Portfolio NAV.

8. Fees and other costs (continued)

8.2 Example of annual fees and costs for the Fund

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

Example – MA Redcape Hotel Fund ⁹	Amount	Balance of \$50,000 with a contribution of \$5,000 during the year
Contribution fees	Not applicable	For every additional \$5,000 you put in, you will be charged \$0
PLUS Management fees and costs	0.66% p.a. of the Gross Portfolio Value of the Trusts	And , for every \$50,000 you have in the MA Hotel Fund you will be charged or have deducted from your investment \$653 each year
PLUS Performance fees	1.13% p.a. of the Gross Portfolio Value of the Trusts	And , you will be charged or have deducted from your investment \$1,120 in performance fees each year
PLUS Transaction costs ¹⁰	0.00% p.a. of the Gross Portfolio Value of the Trusts	And , you will be charged or have deducted from your investment \$0 in transaction costs
EQUALS cost of the MA Redcape Hotel Fund		If you had an investment of \$50,000 at the beginning of the year and you put in an additional \$5,000 during that year, you would be charged incremental fees and costs of: \$177 ¹¹ What it costs you will depend on the fees you negotiate

This example assumes the \$5,000 contribution occurs at the end of the first year, therefore the fees and costs are calculated using the \$50,000 balance only.

This example is based on the FY23 Balance Sheet for the period ended 30 June 2023 and reflects a Portfolio Gearing ratio of 44.2%.

Management fees and cost ratios in the example are represented as a proportion of the total Portfolio Value of the Fund assets as at 30 June 2023. The Manager has calculated the fees and costs based on the balance of \$50,000 as a proportion of the Portfolio NAV and then applied this ratio to the Gross Portfolio Value. As at 30 June 2023, the Fund had a Portfolio NAV of \$727.3 million and an average Gross Portfolio Value of \$1.44 billion over the financial year. In this scenario, \$50,000 as a proportion of the Portfolio NAV equates to \$99,273 as an equivalent proportion of the Gross Portfolio Value and is the figure used to calculate the fee examples.

Warning: If you have consulted a financial adviser, you may pay additional fees. You should refer to the Statement of Advice or Financial Services Guide provided by your financial adviser in which details of the fees are set out.

The performance fees stated in this table are based on the average Performance Fee for the Fund, over the previous 5 financial years. The performance of the Fund for this financial year, and the performance fees, may be higher or lower or not payable in the future. It is not a forecast of the performance of the Fund or the amount of the performance fees in the future.

9. This example is based on the financial performance of the Fund during the 12 months ending on 30 June 2023 and reflects a Portfolio Gearing ratio of 44.2%.

10. Transaction costs are variable. The Transaction costs amount has been determined by reference to the 2023 financial year during which the Fund did not buy or sell any assets. The Responsible Entity does not expect Transaction costs to continue to be nil. The Fund has sold assets during the 2024 financial year and will incur Transaction costs as a consequence of those activities.

11. Additional fees may apply.

8. Fees and other costs (continued)

8.3 Additional Explanation of fees and costs

Management fees and costs

Management fees and costs include the amounts payable for administering the Fund, amounts paid for investing in the assets of the Fund and other expenses and reimbursements in relation to the Fund and investments. The Management fees and costs of the Fund are comprised of a Management Fee, indirect costs and recoverable expenses and abnormal recoverable expenses (if incurred). Management fees and costs do not include performance fees or transaction costs, which are disclosed separately.

Management Fees (includes normal expenses)

Management Fees

The Responsible Entity is entitled to receive a Management Fee of 0.50% per annum of the Gross Portfolio Value of the Fund for providing investment management services to the Fund. The Responsible Entity has appointed the Manager to manage the Fund under the Investment Management Agreement summarised in Section 11.2.

The Responsible Entity and the Manager may rebate all or part of the fees they receive to 'wholesale clients' as defined in the Corporations Act on an individually negotiated basis. For further information, on negotiated fees, see the 'Differential Fees' section below.

Wholesale clients seeking to negotiate alternate fee arrangements can contact the Responsible Entity at the address specified in the 'Corporate Directory' in Section 14 of this PDS.

The Fund's historical Management Fees may not be an accurate indicator of the actual Management Fees deducted from the Fund in the future. Details of any future changes to Management Fees will be provided on the Fund's Website where they are not otherwise required to be disclosed to investors under law.

Other costs

Debt arrangement fees

The Responsible Entity is entitled to receive a fee equal to 0.50% of the total amount of any third-party debt finance or refinancing obtained for the Fund (this fee will be paid to the Manager under the Investment Management Agreement).

Debt arranging fees are payable from the assets of the Fund on the date binding commitment documentation for the third-party debt finance or refinancing is entered into. The management fees and costs figure disclosed in the fees and costs summary of this PDS includes debt arrangement fees of the Fund of 0.00% p.a. of Gross Portfolio Value of the Fund, which is the amount which was incurred during FY23, however this may vary from year to year depending on the Fund's debt expiry profile.

Indirect costs and normal recoverable expenses

Indirect costs include any amount that we know or reasonably ought to know, or where this is not the case, may reasonably estimate has reduced or will reduce (as applicable), whether directly or indirectly, the return of the Fund, or the amount or value of the income of, or investment attributable to the Fund. These indirect costs are reflected in the Unit price of your investment in the Fund and include any underlying (indirect) management fees and costs and other indirect costs.

The Responsible Entity is entitled to separately recover expenses (such as fund accounting, Unit registry, custody, audit costs, postage and preparation of tax returns etc) from the assets of the Fund. Provided that the expenses are properly incurred, there is no limit on the amount of these expenses that may be recovered by the Responsible Entity from the assets of the Fund.

The management fees and costs disclosed in the fees and costs summary of this PDS includes indirect costs and normal expense recoveries of 0.16% p.a. of Gross Portfolio Value of the Fund, which is the amount incurred during FY23. The actual indirect costs and normal expense recoveries incurred may vary from year to year.

The actual indirect costs and normal expense recoveries that the Fund incurs may differ from the indirect costs disclosed in this PDS. Details of any future changes to indirect costs will be provided on the Fund's Website where they are not otherwise required to be disclosed to investors under law.

Abnormal expense recoveries

The Responsible Entity may also recover abnormal expenses (such as costs of Unitholder meetings, changes to Constitution, and defending or pursuing legal proceedings) from the Fund.

Abnormal expenses are not generally incurred during the day-to-day operation of the Fund and are not necessarily incurred in any given year. In circumstances where such events do occur, we may decide not to recover these from the Fund.

8. Fees and other costs (continued)

Performance fee

Performance fees include amounts paid or payable calculated by reference to the performance of the Fund.

The Performance Fee of 1.13% of Gross Portfolio Value of the Trusts disclosed in the fees and costs summary of this PDS is the average of the Performance Fee paid in each financial year over the Gross Portfolio Value of the Fund in each financial year, for the 5 years ending 30 June 2023.

The performance of the Fund for this financial year, and the performance fees, may be higher or lower or not payable in the future. It is not a forecast of the performance of the Fund or the amount of the performance fees in the future.

Performance Fee calculation

The Responsible Entity is entitled to and is to be paid out of the assets (which fees may be paid to the Manager in accordance with the Investment Management Agreement), a Performance Fee calculated and accrued as set out below.

Under the terms of the Investment Management Agreement, the Responsible Entity will pay this fee to Redcape Hospitality.

For each six-month period ending on 30 June and 31 December each year (Performance Fee Period), the Performance Fee is the positive amount (if any) that is calculated as follows:

$$P = 20.0\% \times [(Outperformance/SNA \text{ per Stapled Unit}) - Hurdle \text{ Return}] \times ENA \text{ per Stapled Unit} \times \text{Weighted Average Stapled Units on Issue}$$

where:

P	is the Performance Fee for the Performance Fee Period
Outperformance	is calculated as: [ENA per Stapled Unit – SNA per Stapled Units] plus any distributions per Stapled Unit made to Members during the Performance Fee Period
Hurdle Return:	is 10% per annum (adjusted pro rata where the Performance Fee Period is less than 12 months)
SNA per Stapled Unit:	is the Management NA on the first day of the Performance Fee Period divided by the number of Stapled Units on issue on the first day of the Performance Fee Period.

ENA per Stapled Unit: is the Management NA on the last day of the Performance Fee Period divided by the number of Stapled Units on Issue on the last day of the Performance Fee Period.

Weighted Average Stapled Units on Issue means the day-weighted average number of Stapled Units on Issue during the Performance Fee Period determined by taking the sum of the number of Stapled Units on each day of the Performance Fee Period and dividing by the number of days in the Performance Fee Period.

Management NA means the net assets of the Fund as reported in the latest audited consolidated balance sheet of the Fund

- (i) excluding the total of plant, property and equipment, investment properties and goodwill relating to real property assets held by the Fund; and
- (ii) adding back the sum of the most recent independent valuations of each of the real property assets held by the Fund (which valuation methods must be consistent with ordinary commercial practice for valuing the type of asset and produce a value that is reasonably current at the time of valuation) plus any capital invested into the real property assets by the Fund since the most recent independent property valuation obtained.

The following provisions apply to the calculation, accrual and payment of the Performance Fee:

- (i) If the Performance Fee for a Performance Fee Period is a negative amount, no Performance Fee for that Performance Fee Period is payable to the Responsible Entity. Subject to the final bullet point below, the Performance Fee for a Performance Fee Period is calculated using the above formula plus any negative Performance Fee calculated for the previous Performance Fee Period. Subject to the final bullet point below, a negative Performance Fee amount for the previous Performance Fee Period is to be added to the Performance Fee amount for the current Performance Fee Period in determining the Performance Fee for the period.

8. Fees and other costs (continued)

- (ii) If the Performance Fee for a Performance Fee Period is a positive amount and remains a positive amount after deducting any negative amount under the first bullet point above, a Performance Fee equal to the positive amount is payable to the Responsible Entity. The Performance Fee is accrued at each Unit Pricing Date and is to be paid semi-annually.
- (iii) Where the Performance Fee for six consecutive Performance Fee Periods has been a negative amount, the Performance Fee for the previous Performance Fee Period is reset to zero for the purposes of calculating the Performance Fee for the next Performance Fee Period.

The Responsible Entity may, in respect of any Performance Fee Period, elect to receive the Performance Fee in cash or Units in the Fund.

Example of calculation of performance fee

This example is provided for information purposes only to illustrate the calculation of the performance fee. Actual results may vary significantly from those in the example.

The benchmark performance for the period 10.0% p.a./2	5.0%
Performance fee	20.0%
SNA per Stapled Unit	\$1.31
ENA per Stapled Unit	\$1.35 (represents 3.0% growth)
Distributions per Stapled Unit	\$0.047
Weighted Average Stapled Unit on Issue	452,195,195

The Fund Performance for the period is 6.6%, calculated as:

$$\text{Performance} = (\text{ENA per Stapled Unit} - \text{SNA per Stapled Unit} + \text{Distributions per Stapled Unit}) / \text{SNA per Stapled Unit}$$

Example:

$$\text{Performance} = (\$1.35 - \$1.31 + \$0.047) / \$1.31 = 6.6\%$$

The Fund's Performance Fee is calculated as:

$$P = 20\% \times [(\text{Outperformance} / \text{SNA per Stapled Unit}) - \text{Hurdle Return}] \times \text{ENA per Stapled Unit} \times \text{Weighted Average Stapled Units on Issue}$$

Example:

$$P = 20\% \times [6.6\% - 5.0\%] \times \$1.35 \times 452,195,195 = \$1,906,910 \text{ or } 0.42 \text{ cents per Stapled Unit}$$

Transaction Costs

In managing the assets of the Fund, the Fund may incur transaction costs such as acquisition fees, disposal fees, agent's commission, stamp duty and legal fees when assets are bought and sold. Transaction costs exclude borrowing costs, property operating costs (such as the hotel operating fee) and certain implicit or market impact costs associated with derivatives. Transaction Costs are paid out of the assets of the Fund (or the relevant sub-trust) when incurred.

Transaction Costs which are not recovered by a buy/sell spread reduce returns and are reflected in the Unit Price of the Fund. For the time being, the Responsible Entity does not intend to charge any buy/sell spread to cover the transaction costs in connection with applications and redemptions. As such, the gross transaction costs of the Fund as for the period covered in this PDS are the same as the transaction costs disclosed in the fees and costs summary of this PDS.

While the Fund does not intend to charge a buy-sell spread, withdrawal pricing will be offered at a 2.5% Withdrawal Discount to Portfolio NAV. The Withdrawal Discount may cover transaction costs in connection with redemptions. The transaction costs amount has been determined by reference to the 2023 financial year during which the Fund did not buy or sell any assets. The Fund has sold assets during the 2024 financial year and will incur transaction costs as a consequence of those activities and part of any Withdrawal Discount may cover the some or all transaction costs in connection with those and redemptions.

Transaction costs are dependent upon a number of factors and therefore may change from year to year. Transaction costs for future periods may be higher or lower than the transaction costs currently disclosed.

Acquisition fees

The Responsible Entity will be entitled to receive an Acquisition Fee of 1.0% of the total purchase price of any real property acquired directly or indirectly by the Trusts (which will include the Fund entering an arrangement which provides the Fund with substantially the same economic return as an interest in real property) (this fee will be paid to the Manager under the Investment Management Agreement). Acquisition fees are payable from the assets of the Fund on completion of an acquisition of real property.

Disposal fees

The Responsible Entity is entitled to receive a Disposal Fee equal to 1.0% of the total sale price of any real property disposed of by the Fund (which will include the Fund entering into an arrangement which will provide the Fund with substantially the same economic return as an interest in real property) (this fee will be paid to the

8. Fees and other costs (continued)

Manager under the Investment Management Agreement). Disposal fees are Payable from the assets of the Fund on completion of a disposal or real property.

Buy/Sell spread

A buy/sell spread is an amount deducted from the value of an investor's application money or redemption proceeds that represents the estimated costs incurred in transactions by the Fund as a result of the application or redemption.

Applicants and redeeming Unitholders in a Fund will not be charged a 'buy spread' or a 'sell spread' however under the Constitution the Manager may apply a buy/sell spread to the Unit Price if it considers it is in the best interest of investors.

The Withdrawal price is intended to be at a 2.5% Withdrawal Discount to the Portfolio NAV per Unit while the Application price is intended to be at Portfolio NAV per Unit.

The 2.5% Withdrawal Discount is applied in accordance with the Constitution and may cover some or all costs that the Responsible Entity estimates the Fund would incur to redeem Units including administration costs and costs of selling the underlying assets. The Responsible Entity may from time to time reduce the amount of Withdrawal Discount applied at its discretion and in accordance with its statutory duties. The 2.5% Withdrawal Discount is applied in accordance with the Constitution and may cover some or all costs that the Responsible Entity estimates the Fund would incur to redeem Units including administration costs and costs of selling the underlying assets.

In-specie transfers

On investing in the Fund, any costs associated with an 'in specie' transfer will be paid by the investor.

Where a withdrawal is satisfied by an 'in specie' transfer, the investor will bear all costs, including any applicable stamp duty payable as a result of the transfer.

The Responsible Entity reserves the right to accept 'in specie' transfers for applications in its absolute discretion or in satisfaction of withdrawals if agreed to by the Responsible Entity and the investor.

Adviser Service Fee

The Manager does not pay any commission to financial advisers in respect of the issue of Units in the Fund.

From time to time, the Manager or its affiliates may pay commissions to certain intermediaries (who are not financial advisers) in respect of investments in the Fund by wholesale clients.

Financial advisers

Additional fees may, subject to the Corporations Act, be paid by you to a financial adviser if you have consulted a financial adviser. You should refer to the Statement of Advice provided by your financial adviser in which details of the fees are set.

Differential fees

The Responsible Entity and the Manager may charge, rebate or waive all or part of the fees they receive to 'wholesale clients' as defined in the Corporations Act on an individually negotiated basis. In addition, different or additional fees may be applied in respect of investments in the Fund by wholesale clients. The Responsible Entity can be contacted at the address specified in the 'Corporate Directory' section 14 of this PDS for further details.

Changing the fees

The Responsible Entity may change the amount of any fees in this PDS (including increasing fees up to the maximum set out in the Constitution) without your consent on 30 days' advance notice to you.

In accordance with the Constitution and subject to law, the Responsible Entity may vary the amount of abnormal expense recoveries at any time without your consent or advance notice.

The Responsible Entity may introduce and increase fees at its discretion, including where increased charges are due to changes to legislation or regulation, increased costs, significant changes to economic conditions and/or the imposition of increased processing charges by third parties.

Other fees

All fees in the Funds Constitution have been disclosed throughout this retail PDS with the exception of the Establishment Fee. The Constitution entitles the Responsible Entity to receive an Establishment Fee equal to 1.0% of the total application money received under a capital raising undertaken for the Trusts at any time. However, the Responsible Entity has waived its entitlement to an Establishment Fee.

8. Fees and other costs (continued)

Fees to related parties under other arrangements

Certain fees and expenses may be paid from the income or assets of the Fund to Redcape Hospitality pursuant to the Hotel Operating Agreement. These amounts are consistent with market rates and are not included in the above tables as management costs. The major categories of these fees are summarised in the table below. These are separate to the management fees and costs and transaction costs of the Fund.

Type of fee or cost	Expected total (\$ million) (rounded to the nearest \$0.1 million)
Hotel operating fee¹²	<p>Under the Hotel Operating Agreement, Redcape Hospitality is entitled to a Hotel Operating Fee payable from the income or assets of the Trusts on a monthly basis in arrears equal to:</p> $\text{Index Threshold} \times 15.75\% + (\text{Hotel Operating Profit} - \text{Index Threshold}) \times 8.00\% - \text{Central Overheads} - \text{Queensland Management fee}$ <p>For the purposes of calculating this fee, the indexed threshold is equal to \$84.1 million for FY24 indexed annually at 4% per annum on 1 July. Hotel Operating Profit means the aggregate operating profit of the Portfolio calculated by deducting the operating expense of the Portfolio from the revenue of the Portfolio.</p> <p>Central Overheads means the costs in relation to the Portfolio which are not directly attributable to individual hotels which the Fund and Redcape Hospitality agree on an annual basis are to be incurred by the Fund.</p> <p>The Queensland Management Fee (which is a fixed annual amount per Queensland hotel) will be separately paid to Redcape Hospitality by the Fund for managing the Queensland properties – the Queensland Management Fee is currently \$1.36 million with this to be reviewed and amended as required as hotels are acquired or divested.</p>
Development management fee	<p>Under the Hotel Operating Agreement, Redcape Hospitality is entitled to a development management fee equal to 5.0% of total costs of developing and constructing the development project (including the construction costs, design, plans, approvals, sales and marketing but does not include the costs of the tenant on fit out) payable from the income or assets of the Trusts on a monthly basis in arrears.</p> <p>Total Development Management fees paid during FY23 were \$0.9 million.</p>

Taxation

Taxation information is in section 10.

12. Redcape Hospitality, in its capacity as manager and hotel operator of the Fund has agreed that in accordance with the Hotel Operating Agreement, it will be temporarily reducing the Hotel Operating Fee charged in accordance with the following terms:

- the fee reduction will be equal to an amount of up to \$4.5 million for the 2025 calendar year;
- effective date is 1 January 2024 and term is 12 months expiring on 31 December 2024; and
- the reduction will be adjusted from the Hotel Operating Fee on a pro rata basis each month.

9. Applications and withdrawals

9.1 Applications into the Fund

The minimum initial investment amount is \$20,000, and the subsequent minimum investment amount is \$1,000. The Responsible Entity can vary or waive the Minimum Investment Amount at any time.

The Minimum Investment Amount does not apply if investing through an Investor Directed Portfolio Services (IDPS).

Please refer to Section 9.7 for more information. You should check with the operator of the IDPS to verify what minimum limits apply for investing in the Fund through that IDPS.

If accepted, valid applications will be processed on the date the Unit Registry receives both a completed Online Application or Application Form for the Fund by email or mail and your application money in cleared funds. If accepted, valid applications for units received by the Unit Registry before 5pm on any Business Day will be processed at the Application Price applicable on the first Business Day of the following month, and Units will be issued on that day (Application Dealing Day).

Applications received by the Unit Registry after 5pm on a Business Day, or on a day that is not a Business Day, will typically be treated as having been received prior to 5pm on the following Business Day. Once you have made your initial investment in the Fund, you can make additional investments by completing an Online Application or by sending a completed Application Form by email or mail to the Unit Registry. The minimum additional investment amount is \$1,000.

You can make a regular investment in the Fund by electing to participate in the Regular Investment Plan when completing your initial Online Application or by sending a completed Direct Debit Request Form to nominate the amount you will regularly invest and your direct debit details. The minimum amount for regular investment is \$1,000 per month. Your Direct Debit Request Form must be received by the Unit Registry 5 Business Days before the start of your Regular Investment Plan. Changes can be made to your regular investments, provided you give us 5 Business Days to action your request. Your Regular Investment Plan will automatically cease if two consecutive payments are dishonoured. The PDS, Application Portal, Application Form and Direct Debit Request Form are available on the Fund's Website.

The Responsible Entity may allocate Units to applicants in its absolute discretion. Acceptance of new Applications will be at the sole discretion of the Responsible Entity.

9.2 Minimum Account Balance

The minimum account balance is \$20,000. The Responsible Entity reserves the right to waive this requirement and allow for balances below \$20,000.

9.3 Identification and verification requirements

The AML/CTF Act requires the collection and verification of specific information from investors and where relevant, from beneficial owners. As well as completing the Application Form, you may also be required to provide identification.

The actual documentation required will depend on what type of investor you are (for example, individual, sole trader, superannuation fund, trust or Australian company). The required identification documents are outlined in the Application Form.

Under relevant laws, the Responsible Entity may be required to ask you for additional identity verification documents and/or information about you or anyone acting on your behalf, either when we are processing your investment request or at some stage after we have issued Units in the Fund. We may pass any information we collect and hold about you or your investment to relevant government authorities.

If we do not receive all the required valid customer identity verification documents with your Application Form, or we are unable to verify your identity at any time, we may not be able to commence your investment or may not process any future withdrawal requests until we receive the required document(s). We will contact you as soon as possible if we require more information. More information regarding our obligations under the AML/CTF Act are provided in Section 12.16.

The Application Form or Online Application includes details of the identification documentation that the Trustee is required by law to collect from you before it can issue Units in the Fund to you.

9.4 Restrictions on applications

Application Forms for an investment may be mailed as originals or emailed as scanned copies to the Unit Registry, or completed via the Online Application portal.

9.5 Incomplete or rejected Application Forms

Under the Constitution we can accept or reject investments into the Fund at any time and are not required to give any reason or grounds for such a refusal.

9. Applications and withdrawals (continued)

To address money laundering and terrorism financing risks, verification of each Unitholder's identity, and where relevant, the beneficial owner's identity is a prerequisite for all new Unitholders.

If we do not receive all valid documents with your relevant Application Form or Online Application and we are unable to verify your identity at any time, we may not be able to commence your investment or may not process any future withdrawal requests until we receive the required documents.

If your Application Form or Online Application is not complete to our satisfaction or accepted by us and we are not able to proceed with your request, we may:

- attempt to contact you; and/or
- hold your application monies in an interest-bearing trust account until we receive the required information. All interest earned will be retained by the Fund.

Application monies will be held for a maximum period of one month commencing on the day we receive the Application monies. After this period your funds will be returned to the source of payment as soon as is reasonably practicable.

Application Price

The issue price of Units will be calculated as at the relevant Application Dealing Day or month end as follows:

$$\frac{\text{(Portfolio NAV)}}{\text{(Number of Units on issue)}}$$

9.6 Direct investors

(1) Read PDS and Financial Services Guide

Before completing the Application Form or Online Application please ensure you have read this PDS and the Financial Services Guide in their entirety.

(2) Initial investment

Complete all relevant sections of the Online Application or Application Form available at Fund's Website.

If you are completing the Online Application Form, you may be asked for additional identity verification documents and/or information about you if you cannot be e-verified.

If you are completing the paper copy Application Form, email or mail the original to:

Mail: GPO Box 3993,
Sydney NSW 2001

Email: maclientservices@boardroomlimited.com.au

Additional investment

If you are applying for additional Units in the Fund, please complete all relevant sections of the Online Application or by completing an Application Form, available on the Fund's Website and return to Boardroom Pty Limited at the following address:

Mail: GPO Box 3993,
Sydney NSW 2001

Email: maclientservices@boardroomlimited.com.au

We accept the following payment options:

1. **By electronic funds transfer.** The details to transfer funds by electronic funds transfer are available on the Application Form or by contacting the MA Client Service team.
2. **By BPAY®.**

The details to make a BPAY payment are available on the Application Form or by contacting the MA Client Service team.

If you are funding the application via BPAY® using the paper copy Application Form, please contact MA Client Service team to obtain a CRN.

Investments made by BPAY® will be processed once we receive your funds. Please note that, although your BPAY® transaction is processed from your financial institution account immediately, your funds may take some time to be transferred to us from your financial institution. Typically, if your BPAY® request is made before your financial institution's cut-off time (usually 5:00 pm Sydney time), we will receive your funds the following Business Day.

BPAY® is registered to BPAY Pty Ltd ABN 69 079 137 518.

3. **By direct debit.** Do not select Direct Debit if you are submitting your application less than 7 business days before the last day of the month. As payments can take a minimum of 3 business days to clear, please take the application cut-off date into consideration, as this may result in you missing the application cut-off date and you may receive fund units at a later date.

To use this option, you will need to complete the Online Application or Direct Debit Request Form, provide the details of the bank account from which to deduct your investment amount and acknowledge that you have read and understood the terms of the Direct Debit Request Service Agreement set out in the Direct Debit Request Form. If your investment is greater than \$500,000, please use BPAY, cheque or EFT.

4. **By cheque.**

Please make your cheque payable to "MA Redcape Hotel Fund RE Ltd ARE MA Redcape Hotel Trust I" and crossed "Not negotiable".

9. Applications and withdrawals (continued)

9.7 Indirect investors

If you are an indirect investor investing via an Investor Directed Portfolio Services (IDPS) you must complete documentation which your IDPS operator requires.

9.8 Your cooling-off rights

If you are a retail investor (as defined in the Corporations Act), who invests directly in the Fund, you are entitled to a 14 day cooling-off period during which you may change your mind about your investment. During that time, you may exercise your cooling-off rights by requesting your money be returned. This cooling-off period commences on the earlier of either the date you receive confirmation of your investment or the end of five Business Days after the day on which your Units are issued. The funds returned may be adjusted by the changes to the prevailing Application Price. This may result in you receiving back a lower amount than you originally invested. You may also have capital gain/loss tax implications if you happen to receive a higher or lower amount back than you originally invested.

If you wish to cancel your investment during the cooling-off period, you need to inform us in writing of your intention to exercise this right before the end of the cooling-off period (and before exercising any rights or powers you have in respect of your investment in the Fund).

Cooling-off rights will not apply to “wholesale clients” as defined by the Corporations Act.

No cooling off period applies in relation to the acquisition of Units under the DRP.

Cooling-off rights do not apply in respect of any investment acquired through an IDPS. However, indirect investors should contact their operator and read the operator’s offer document for more information on any cooling-off rights that may apply in relation to the relevant IDPS.

9.9 Withdrawals from the Fund

At the end of each rolling five-year term, there will be a liquidity event where, subject to its obligations at law, the Responsible Entity will seek to provide liquidity for Investors wishing to redeem all or some of their investment.

The Responsible Entity will aim to meet all withdrawal requests under a liquidity event within 180 days (although under the Fund’s Constitution, the Responsible Entity will have up to 365 days to satisfy accepted withdrawal requests). The funds returned will be determined by reference to the Withdrawal Price.

Liquidity events may also be cancelled, deferred, scaled back or suspended in exceptional circumstances including for so long as it is impracticable to offer liquidity, or if it would not be in the best interests of Unitholders for liquidity to be offered. As such, investors should consider an investment in the Fund to be a long-term investment.

As set out in section 6.2, in addition to the liquidity event the Responsible Entity intends to provide liquidity on a quarterly basis through the Liquidity Facility on each ‘closing date’. The ‘closing date’ for notification of withdrawal requests to the Responsible Entity is generally 5.00pm Sydney time 30 days prior to the last day of the relevant quarter, or the next Business Day if the last day of the relevant quarter is a non-Business Day.

For the 2025 financial year:

- the Responsible Entity will prioritise unitholders who have submitted withdrawal requests prior to 30 June 2023, and in accordance with the ‘closing date’ for the notification of the withdrawal request being 16 May 2023, such that these requests will be redeemed in priority to unitholders who have not submitted a withdrawal request prior to that date (Priority Requests); and
- the Liquidity Facility is currently paused for any new withdrawal requests until the Priority Requests have been satisfied in full.

The ability for the Responsible Entity to offer the quarterly Liquidity Facility otherwise depends upon many factors including the Fund remaining liquid, and the Fund having sufficient cash reserves or available capacity under its debt facilities. The sufficiency of cash reserves and available capacity under debt facilities will be assessed by the Responsible Entity on the basis of prevailing economic conditions and trading conditions at the time. Any application of cash reserves or debt facilities to satisfy withdrawal requests will align with the Fund’s gearing policy and interest cover ratio.

There is no guarantee that liquidity will be available at any particular price or at all. If liquidity is available, an investor’s application for liquidity may be scaled back pro-rata to the amount of liquidity requested. If a scale back applies, the scaled-back component of an investor’s application for liquidity may be carried over to the last Business Day of the following quarter (if available) under a carry forward facility. Any withdrawal requests carried over to the next period (quarter) do not have priority, but form part of the pool of new withdrawal requests for that next quarter.

The Responsible Entity may from time to time reduce the amount of Withdrawal Discount applied subject to its discretion.

The Responsible Entity expects that the amount of available liquidity in each quarter will be up to \$10 million

9. Applications and withdrawals (continued)

with scope to adjust the amount of available liquidity as the Responsible Entity determines.

If the \$10 million cap is reached in any given quarter during the 2025 financial year, those Unitholders will automatically participate in the carry forward facility to automatically carry forward any unfulfilled part of the withdrawal request to the next available Liquidity Facility and be treated as a new request for the unfulfilled amount.

Proceeds from accepted withdrawal requests will be paid within 21 Days of the last Business Day of the relevant quarter. However, under the Fund's Constitution, the Responsible Entity is allowed up to 365 days in which to satisfy any accepted withdrawal requests. Withdrawals will take effect as at the end of the quarter in which the relevant request is accepted and satisfied.

The Liquidity Facility may also be cancelled, deferred, scaled back or suspended in exceptional circumstances including for so long as it is impracticable to offer liquidity, or if it would not be in the best interests of Unitholders for liquidity to be offered. As such, investors should consider an investment in the Fund to be a long-term investment.

9.10 Minimum Account Balance and Compulsory Withdrawal

As set out above in section 9.1, the minimum account balance is \$20,000 and the Responsible Entity reserves the right to waive this requirement and allow for balances below \$20,000. However, the Responsible Entity also reserves the right, in accordance with the Fund's Constitution and its discretion, to withdraw some or all of a Unitholder's Units without receiving a withdrawal request from that Unitholder if the Unitholder does not hold, or ceases to hold, the applicable Minimum Account Balance of \$20,000.

Subject to maintaining the Minimum Investment Amount, investors can choose to withdraw some or all of their investment by nominating their withdrawal request by a dollar amount or by number of Units.

If the withdrawal request is nominated in Units, we will calculate the amount of the withdrawal request using the Withdrawal Price at the relevant quarter end.

The minimum withdrawal amount is \$1,000. If your withdrawal request results in your remaining investment in the Fund falling below \$20,000, we may require you to withdraw your entire balance. We can vary or waive the minimum withdrawal or holding amount at any time.

To submit a withdrawal request you will need to complete a Withdrawal Form, with the amount you wish to withdraw, signed by the account holders or the authorised signatories.

If the \$10 million cap is reached in any given quarter during the 2025 financial year, those Unitholders will automatically participate in the carry forward facility to automatically carry forward any unfulfilled part of the withdrawal request

to the next available Liquidity Facility and be treated as a new request for the unfulfilled amount.

We will continue to apply those withdrawals on an ongoing basis until:

- the withdrawal request is fulfilled;
- you notify us in writing to terminate the withdrawal request;
- you make a new withdrawal request, thereby cancelling any outstanding unfulfilled request; or
- the Liquidity Facility is cancelled by us.

Any withdrawal requests carried over to the next period (quarter) do not have priority, but form part of the pool of new withdrawal requests for that next quarter.

While the Constitution gives investors the right to submit withdrawal requests as set out in this section 9, subject to the Corporations Act, the Responsible Entity may accept or reject withdrawal requests in its absolute discretion. It is expected that, under normal market conditions whilst the Fund is liquid, withdrawal requests, when accepted by the Responsible Entity will be processed and payment made within 21 days of the relevant quarter end. Withdrawal requests not accepted and processed due to insufficient cash reserves, will automatically be carried forward to the next quarter in the carry forward facility. Withdrawals will take effect as at the end of the quarter in which the relevant request is accepted.

Investors will receive a withdrawal confirmation showing the amount withdrawn and the balance of their investment.

The Liquidity Facility closing date parameters may change from time to time. In accordance with the terms of the Constitution the Responsible Entity may, from time to time, change these cut-off parameters. Refer to the Fund's Website for the latest published cut off parameters.

Changes to the Liquidity Facility

As referenced above, the Liquidity Facility may be cancelled, deferred, scaled back or suspended in exceptional circumstances including for so long as it is impracticable to offer liquidity, or if it would not be in the best interests of Unitholders for liquidity to be offered. As such, investors should consider an investment in the Fund to be a long-term investment.

In addition, we must at all times ensure that investors in the Fund are not unfairly treated by any withdrawal facility offered. We may therefore vary the terms and conditions of any withdrawal facility to ensure the fair and equal treatment of all investors. Any variation will be communicated to investors via the Fund's Website.

The Liquidity Facility is currently paused for any new withdrawal requests until the Priority Requests have been satisfied in full and withdrawals from the Fund may be restricted in certain circumstances. Please refer to Section 9.9 and 9.11.

9. Applications and withdrawals (continued)

Withdrawal proceeds will be paid directly into your nominated bank account which must match the name on our records. If you do not provide us with bank account details, your withdrawal proceeds will be withheld. Your proceeds will be credited to your nominated account after receipt of your valid direct credit banking instructions. Payment of withdrawal proceeds cannot be made to a third party.

The Withdrawal price of Units will be calculated as at each relevant quarter end. The withdrawal price is based on the Withdrawal Price for the relevant period which is available on the Fund's Website.

The Withdrawal Form is available on the Fund's Website.

Deceased estate withdrawals

A Withdrawal Form can be submitted in respect of a deceased estate's holdings at any time, subject to certain limits, including a maximum request of \$500,000 per investor (Deceased Estate Withdrawal Request). The following entities are eligible to make a Deceased Estate Withdrawal Request:

- Individual holding where the individual is deceased;
- Joint holding where all holders are deceased; or
- SMSFs where all members are deceased.

Deceased Estates Withdrawal Requests are reviewed at the beginning of each month. Deceased Estates Withdrawal Requests will be processed on a quarterly basis in accordance with the time periods consistent with the Liquidity Facility using the relevant Withdrawal Price minus the Withdrawal Discount. It is not possible to backdate, nor revoke, a Deceased Estate Withdrawal Request.

The Responsible Entity may, in its discretion, cancel, defer, scale back or suspend Deceased Estate Withdrawal Requests in exceptional circumstances including for so long as it is impracticable to offer liquidity, or if it would not be in the best interests of Unitholders for liquidity to be offered. As such, investors should consider an investment in the Fund to be a long-term investment.

Information on how to apply for a Deceased Estate Withdrawal Request can be obtained by contacting Client Services.

9.11 Restrictions on withdrawals for the Fund

Availability of redemptions

The Responsible Entity may determine that, in respect of a specific quarterly Liquidity Facility, a maximum dollar amount of the Fund's assets will be available for the satisfaction of withdrawal requests.

As set out in section 6.2, the Responsible Entity expects that the amount of available liquidity in each quarter will be capped at up to \$10 million. Where the number of withdrawal requests in respect of a specific quarterly Liquidity Facility exceeds that amount, such withdrawal requests will be satisfied on a pro rata basis with reference to the Withdrawal Price.

If the \$10 million cap is reached in any given quarter during the 2025 financial year, those Unitholders will automatically participate in the carry forward facility to automatically carry forward any unfulfilled part of the withdrawal request to the next available Liquidity Facility and be treated as a new request for the unfulfilled amount.

Any withdrawal requests carried over to the next period (quarter) do not have priority, but form part of the pool of new withdrawal requests for that next quarter.

Suspended redemptions

The Responsible Entity may, in accordance with the Constitution and the Corporations Act, at any time suspend the withdrawal of Units for a period of up to 180 days in certain circumstances, including but not limited to where:

- there have been, or the Responsible Entity anticipates that there will be, withdrawal requests that involve realising a significant amount of the Fund's assets and the Responsible Entity considers that if those withdrawal requests are all met immediately, investors who continue to hold Units may bear a disproportionate burden of capital gains tax or other expenses, or the meeting of those withdrawal requests would otherwise be to the existing investors disadvantage including by way of a material diminution in the value of the Fund's assets or departure from the investment strategy of the Fund;
- the Responsible Entity receives, within one day, withdrawal requests which, in the Responsible Entity's reasonable estimation, exceeds 5% of the value of the Fund's assets;
- a withdrawal request is received during any period before or after a distribution which period the Responsible Entity determines to be necessary or desirable to facilitate the calculation and distribution of distributable Income;
- the Responsible Entity believes that Fund's assets be realised at prices that would be obtained if Fund's assets were realised in an orderly fashion over a reasonable period in a stable market;
- the Responsible Entity considers that it is not possible or it is impracticable, for it to process withdrawal requests or make the payment (as applicable) withdrawal requests due to one or more circumstances outside its control that could not have been reasonably foreseen at the relevant time; or
- it is otherwise legally permitted.

9. Applications and withdrawals (continued)

9.12 Transferring Units

Transferring Units may have tax implications and you should consult your tax adviser before you arrange any transfer of Units. For further information about how you may transfer your Units, please contact us. There is unlikely to be a secondary market in Units.

9.13 Unit pricing

The Unit Price is calculated on at least a monthly basis and can be found on the Fund's Website.

The Unit Price is the prevailing Portfolio NAV divided by the Number of Units on issue. The Unit Price will change as the market value of assets in the Fund rises or falls. All Unit Prices are calculated to four (4) decimal places. Any rounding benefits will be retained by the Fund.

The Withdrawal Price is intended to be at a 2.5% Withdrawal Discount to the relevant Portfolio NAV per unit.

The Responsible Entity has adopted a Unit Pricing Policy that sets out policies and procedures when exercising discretions under the Constitution. The Responsible Entity may use and rely on industry standard financial models in pricing any of the Fund's Units or other assets. These methods are consistent with ordinary commercial practice for valuing Units in the Fund and/or will be independently verifiable.

Investors may obtain a copy of this policy by contacting the Responsible Entity.

10. Taxation

Investing in a registered managed investment scheme is likely to have tax consequences. You are strongly advised to seek professional tax advice.

10.1 Taxation considerations

Australian tax laws are complex. This summary is general in nature and is not intended to be an authoritative or complete statement of all potential tax implications for each Unitholder or relied upon as tax advice. During the period of ownership of the Stapled Units by Unitholders, the taxation laws of Australia, or their interpretation may change. The precise implications of ownership or disposal will depend upon each Unitholder's specific circumstances. Unitholders should seek their own professional advice on the taxation implications of holding or disposing of the Stapled Units, taking into account their specific circumstances.

The following information is a general summary of the Australian income tax implications for Unitholders who are Australian resident individuals and complying superannuation entities. These comments do not apply to non-resident Unitholders, Unitholders holding their Stapled Units on revenue account or as trading stock or a financial arrangement to which the Taxation of Financial Arrangements regime applies. These Unitholders should seek their own professional advice

10.2 Acquisition of Stapled Units

Upon successful application, Australian tax resident Unitholders will acquire Stapled Units consisting of:

- a unit in MA Redcape Hotel Trust I (Trust I); and
- a unit in MA Redcape Hotel Trust II (Trust II)

For Australian income tax purposes, Trust I and Trust II are separate and distinct entities. Each unit in MA Redcape Hotel Trust I (Trust I Unit) and each unit in MA Redcape Hotel Trust II (Trust II Unit) will be considered a separate capital gains tax (CGT) asset.

Broadly, the cost base of the units acquired by the Australian tax resident Unitholder will comprise the amount paid by the Australian tax resident Unitholder for the relevant units plus any non-deductible incidental costs they incur in respect of the acquisition.

Trust I indirectly holds the existing properties in the Portfolio through its underlying property trusts. The acquisition of a unit in Trust I will not result in the assets of the underlying properties held by the property trusts receiving any cost base uplift and Unitholders will "inherit" the unrealised capital gains (or losses) in respect of the underlying properties in the Portfolio.

The inherent gain in respect of the underlying portfolio (i.e. the extent to which its market value is greater than the tax cost base) may be realised by Trust I if a property disposal occurs at the underlying Fund level and is distributed to Trust I. The capital gain will be distributed to Unitholders and will need to be included in the calculation of the Unitholder's net capital gain or loss for an income year. The issue price of Units will not be adjusted for any future capital gain which may be payable on the sale of an existing underlying property on the Portfolio.

10.3 Tax status of the Fund

10.3.1 Trust I

Trust I is an Australian tax resident for tax purposes. Trust I currently qualifies as a Managed Investment Trust (MIT) and a withholding MIT and has made a choice to be an Attribution Managed Investment Trust (AMIT) for Australian tax purposes.

10.3.2 Trust II

Trust II is deemed to be the head company of a tax consolidated group. Unitholders will be distributed dividends on a "post-tax" basis.

10.4 Income Tax implications of distributions paid on Trust I Units

10.4.1 Income tax implications of attributions to resident Unitholders

The Responsible Entity of Trust I should not generally be subject to tax in respect of Australian income and capital gains derived provided the Unitholders are attributed all of the net income of Trust I for each income year under the AMIT rules.

Where the Fund incurs a loss for tax purposes, the loss cannot be distributed to Unitholders but will be carried forward to be utilised by the Fund against future income and/ or capital gains.

An AMIT member annual statement (AMMA Statement) will be issued by the trustee of Trust I within three months of the end of the income year (i.e, by 30 September each year). The components can be made up of:

- taxable components (e.g., the net rental income);
- net realised capital gains; and
- non-taxable distributions, such as a return of capital or tax-deferred amounts.

The tax components of income and capital retain their character in the Unitholder's hands.

10. Taxation (continued)

Cost base adjustments

Unitholders will be required to adjust the cost base of their Trust I Units on an annual basis.

Taxable income attributed to you that exceeds the cash distributed to you will generally increase the cost base of your Trust I Units. The non-taxable distributions received will generally reduce the CGT cost base of your Trust I Units. Once the cost base of a Unitholder's Units has been reduced to nil any additional tax deferred or capital distributions will be assessable to the Unitholder as a capital gain.

The AMMA Statement issued by the trustee of Trust I annually will also include a reasonable estimate of any net cost base increase or decrease the Unitholder is required to make.

10.4.2 Income tax implications for foreign resident Unitholders

Withholding tax may be deducted from the taxable income of a Fund attributed to foreign resident Unitholders at prescribed rates, dependent on the components of the Fund's taxable income.

Where Trust I attributes cross-staple rental income (ie rental payments from Trust II) to foreign resident investors withholding tax at 30% (rather than 15%) may be deducted, subject to transitional rules. Under transitional rules, the existing MIT withholding tax rate of 15 per cent will continue to apply until 1 July 2026 for properties acquired before 27 March 2018.

Non-resident Unitholders may also be subject to tax in the country they reside in and may be entitled to a credit for some or all of the tax paid in Australia.

10.5 Income Tax implications of distributions paid on Trust II Units

10.5.1 Distributions paid on Trust II Units

The Responsible Entity of Trust II should be subject to tax in respect of the Australian income and capital gains of its Australian income tax consolidated group at the corporate tax rate of 30%. Corporate tax paid by Trust II will generate franking credits, which should be available to distribute to Australian resident Unitholders by way of franked dividends.

Australian tax resident Unitholders who are individuals or complying superannuation entities should include the dividend in their assessable income in the year the dividend is paid, together with any franking credit

attached to that dividend. Such Unitholders should be entitled to a tax offset equal to the franking credit attached to the dividend (if any).

10.5.2 Availability of franking credits

The benefit of franking credits can be denied where a Unitholder is not a 'qualified person', in which case the Unitholder will not need to include an amount for the franking credits in their assessable income and will not be entitled to a tax offset.

Broadly, to be a 'qualified person', two tests must be satisfied, namely the holding period rule and the related payment rule.

There is also a specific integrity rule that prevents taxpayers from obtaining a tax benefit from additional franking credits where dividends are received as a result of 'dividend washing' arrangements.

Unitholders should seek professional advice on the impact of the above rules in light of their own personal circumstances.

10.5.3 Distribution Reinvestment Plan

The following information regarding taxation implications is general in nature and intended as a guide only. Participating Unitholders should seek professional tax advice on the taxation implications of participating in the DRP, taking into account their specific circumstances.

Reinvested distributions are assessable for income tax purposes as if received in cash. Participating Unitholders who have not supplied their Tax File Number (TFN) or exemption details may have TFN withholding tax deducted from income distributions before being reinvested under the DRP.

Participating Unitholders with an address or place of payment outside Australia may have withholding tax deducted from income distributions before being reinvested under the DRP. For capital gains tax purposes, Units issued under the DRP should be treated as a new investment with a cost base that should be equal to the amount reinvested.

10.6 Disposal of Stapled Units

A Unitholder will make a capital gain on the disposal of a particular Trust I Unit or Trust II Unit where the capital proceeds received on disposal exceeds the CGT cost base of the unit. A CGT discount may be available on the capital gain for Unitholders who are individuals, trustees (in certain circumstances) and complying superannuation entities provided the particular Stapled Units disposed of are held for at least 12 months prior to sale. Any current

10. Taxation (continued)

year or carry forward capital losses should offset the capital gain before the CGT discount can be applied. The CGT discount for individuals and trusts (in certain circumstances) is 50% and for complying superannuation entities is 33.3%.

A Unitholder will make a capital loss on the disposal to the extent that the capital proceeds received on disposal are less than the CGT reduced cost base of the unit. A net capital loss in a year may be carried forward to offset against capital gains derived in subsequent years.

10.7 Tax file numbers

A Unitholder is not required to quote their tax file number (TFN) in relation to an investment in the Fund. However, if a TFN is not quoted and exemption details are not provided, tax may be required to be deducted by either Trust I or Trust II from distributions at the maximum marginal tax rate (currently 47%) plus the Medicare Levy.

A Unitholder that holds the Stapled Units as part of an enterprise may quote its Australian Business Number instead of its TFN.

10.8 Australian goods and services tax (GST)

The acquisition, redemption or disposal of the Stapled Units by an Australian resident (that is registered for GST) will be an input taxed financial supply, and therefore is not subject to GST. No GST should be payable in respect of dividends and distributions paid to Unitholders. An Australian resident Unitholder that is registered for GST may not be entitled to claim full input tax credits in respect of GST on expenses they incur that relate to the acquisition, redemption or disposal of the Stapled Units (e.g. lawyers' and accountants' fees). Unitholders should seek their own advice on the impact of GST in their own particular circumstances.

10.9 Stamp Duty

Stamp duty

Trust I is a landholder for the purposes of the New South Wales duties legislation and a trust with an indirect interest in dutiable property for the purposes of the Queensland duties legislation.

NSW

NSW landholder duty can be charged where a person acquires an interest of 50% or more of a landholder that is a private unit trust or having a 50% or greater interest acquires a further interest. A person's interest may be aggregated with interests held or acquired by certain other persons.

Unitholders should seek their own professional advice based on their circumstances.

Queensland

Based on the expected make up Unitholders, Trust I is likely to satisfy the requirements of a public unit trust scheme as defined in the Queensland duties legislation and in particular the requirements of a widely held trust. Whilst those requirements continue to be satisfied, no duty should be charged on changes to Investor's proportionate interests in Trust I (e.g. due to unit issues, transfers or redemptions).

Depending on the make-up of Unitholders, Trust I may not satisfy these requirements. At such times and until the Manager is able to take such steps as are necessary to cause Trust I to satisfy the requirements of a public unit trust, any change in the proportionate interests of Unitholders in Trust I can be charged with Queensland duty (i.e. there is no minimum threshold, in contrast to the position for landholder duty discussed above). This is relevant to the quarterly liquidity facility.

This duty is generally charged based on a person's increased proportionate interest in Trust I, multiplied by the gross market value of the Queensland assets, multiplied by the appropriate rate of duty. The rates of duty increase in line with the product of the first two variables, up to a maximum rate of 5.75% where the Queensland assets are not residential land.

As an illustrative calculation, for a liquidity event where the Unitholders whose proportionate Unitholding increased by 2.5% and the Queensland assets have a value of \$130.3 million, the duty would be up to approximately \$168,000. In practice the duty liability of each unitholder may be significantly lower, as lower marginal rates of duty would apply.

If Trust I was not a public unit trust and the duty was chargeable, this cost will be treated as an operating cost until such time as the Manager is able to take steps as to cause Trust I to be a public unit trust. The impact on Portfolio NAV is estimated to be in the order of \$0.0004 per Unit under the illustrative analysis outlined above. To the extent required, the Responsible Entity will make filings on behalf of investors.

11. Summary of important documents

11.1 Management agreements

The Fund will be externally managed. The Responsible Entity, a wholly owned subsidiary of MA Financial Group, is ultimately responsible for the management of the Fund.

The Responsible Entity has appointed:

- Redcape Hospitality as the Manager, pursuant to the Investment Management Agreement, to provide investment management and administration services including, but not limited to capital management activities, acquisitions, disposals and the preparation of financial reports and accounts; and
- Redcape Hospitality as the hotel operator, pursuant to the Hotel Operating Agreement, to provide operating services including, but not limited to operating each asset in the Fund's portfolio, the hiring and discharge of hotel venue employees and the development management services in respect of each asset.

A general summary of some of the important features of the Investment Management Agreement and the Hotel Operating Agreement is set out below. This is not intended to be an exhaustive summary.

11.2 Investment Management Agreement

The Responsible Entity has entered into the Investment Management Agreement under which the Responsible Entity has appointed the Manager to perform or procure the performance of certain investment management and administration services.

The key terms of the Investment Management Agreement are set out below. This is not intended to be an exhaustive summary.

Management services

Under the Investment Management Agreement, the Manager is engaged to perform a number of services including (but not limited to):

- implement the investment strategy, including actively manage and supervise the Fund's investments;
- construct and manage the Portfolio of the Fund in accordance with the investment guidelines set out in the Investment Management Agreement;
- regularly update the Responsible Entity regarding the Fund's portfolio and provide all information necessary for the maintenance of the Fund's financial accounts to be completed; and
- provide administrative support to assist and ensure the maintenance of the Fund's records and compliance with the Corporations Act.

Fees and expenses

The Manager is entitled to receive the fees and expenses set out in Section 8.

Termination

The Investment Management Agreement will continue until terminated.

Termination by the Responsible Entity:

The Responsible Entity will be entitled to terminate the Investment Management Agreement (with such termination to take immediate effect):

- (i) if an insolvency event occurs in relation to the Manager;
- (ii) if the Manager ceases to carry on business in relation to its activities as an investment manager;
- (iii) if the Manager's AFSL is cancelled at any time and the Manager fails to obtain an AFSL authorisation enabling it to perform its obligations under the Investment Management Agreement; or
- (iv) the Manager breaches any provision of the Investment Management Agreement in a material respect or fails to observe any representation, warranty or undertaking given by the Manager which is not remedied by the Manager within 30 days of receiving notice in writing from the Responsible Entity (or such longer time agreed by the Responsible Entity specifying such breach or failure).

In addition to the circumstances listed above, the Responsible Entity will be entitled to terminate the Investment Management Agreement on a resolution of a voluntary wind up of a Trust.

The Investment Management Agreement will automatically terminate in respect of a Trust on the passing of a resolution by the Unitholders in accordance with the Constitutions of the Trusts and Corporations Act to voluntarily wind-up the Trust.

(a) Retirement of the Responsible Entity:

- The Responsible Entity may at any time retire as Responsible Entity with the consent of the investment manager (which must not be unreasonably withheld) and in accordance with the law, provided the Responsible Entity has:
- (i) issued the investment manager with 60 Business Days' notice of its intention to retire;
 - (ii) nominated a replacement Responsible Entity that in the reasonable opinion of the investment manager is a suitable replacement and who has consented to being appointed as the replacement trustee of the Trusts; and
 - (iii) such retirement occurs in accordance with the procedures set out in the law.

11. Summary of important documents (continued)

The Responsible Entity will be required to retire as trustee of the Trusts on 60 days' notice from the investment manager (or such longer period as is agreed between the parties), provided that:

- (a) the investment manager has nominated a replacement trustee for the Trusts;
- (b) the Responsible Entity considers that retirement is appropriate having regard to its duties under the Constitutions of the Trusts;
- (c) and any law; and
- (d) such retirement occurs in accordance with the procedures set out in the law.

Termination by the Manager

The Manager may at any time terminate the Investment Management Agreement by giving the Responsible Entity not less than 3 months' written notice and may terminate the Investment Management Agreement immediately on written notice if:

- (a) an insolvency event occurs in relation to the Responsible Entity;
- (b) if the Responsible Entity's AFSL is cancelled at any time; or
- (c) the Responsible Entity breaches any provision of the Investment Management Agreement in a material respect or fails to observe any representation, warranty or undertaking given by the Responsible Entity which is not remedied by the Responsible Entity within 30 days of receiving notice in writing from the Manager (or such longer time agreed by the Manager specifying such breach or failure).

Termination payment

In the event that the Investment Management Agreement is terminated by the Responsible Entity pursuant to a vote of Unitholders to wind up one or more of the Trusts, the Manager will be entitled to a termination payment calculated as follows:

- (i) Termination payment =

$$\frac{3 \times 0.01 \times \text{Gross Portfolio Value}}{2}$$

Non-exclusivity

The appointment of the Manager is non-exclusive and the Trustee acknowledges that the Manager may from time to time perform similar investment and management services to those performed under the Investment Management Agreement for itself and other persons.

Indemnity

The Investment Management Agreement contains mutual indemnities, such that:

- the Responsible Entity indemnifies the Manager against all claims and costs suffered or incurred by the Manager as a result of undertaking its obligations under the Investment Management Agreement, except to the extent that such claim or cost is caused by negligence, misconduct or fraud of the Manager (or its employees, officers, agents or delegates); and
- the Manager indemnifies the Responsible Entity against all claims and costs suffered or incurred by the Responsible Entity as a result of a breach by the Manager of any obligations imposed on it under the Investment Management Agreement or through the negligence, misconduct or fraud of the Manager (or its employees, officers, agents or delegates).

11.3 Hotel Operating Agreement

Redcape Hospitality Pty Ltd has been appointed to operate and manage the Portfolio pursuant to the Hotel Operating Agreement entered into with Redcape Group Limited (ACN 124 753 733) and MAHPT TT Pty Ltd (ACN 619 297 657). The key terms of the Hotel Operating Agreement are set out below. This is not intended to be an exhaustive summary.

Management Services

Under the Hotel Operating Agreement, Redcape Hospitality Pty Ltd is engaged to perform the services which include (but are not limited to):

- the efficient operation, management, marketing and conduct of the business of each asset in the Fund's portfolio;
- the management of any legal proceedings in the name of the Fund;
- negotiation and execution of agreements on behalf of the Fund to effect any of these services;
- the obtaining and holding of any licences and permits issued by public authorities and necessary for operation of the hotel either by its own name or in the Fund's name;
- development management services in respect of each asset. The development management services are all services required to develop or redevelop any asset in the Fund's portfolio.

Fees and expenses

Redcape Hospitality is entitled to receive the fees and expenses set out in Fees and Costs (Section 8).

11. Summary of important documents (continued)

Termination

The Hotel Operating Agreement will continue for a fixed term of 10 years from 10 July 2017. The term automatically extends for further periods of 5 years unless terminated by written notice by Redcape Hospitality or upon an event of default by either party.

Termination upon event of default:

The occurrence of an event of default provides the non-defaulting party with the right to terminate the Hotel Operating Agreement on 30 days' notice. Where the non-defaulting party gives the defaulting party notice of its intention to terminate the agreement, the defaulting party has 30 days to remedy the breach or to pay compensation.

The following will constitute an event of default in respect of Redcape Hospitality:

- an insolvency event in relation to Redcape Hospitality; or
- a material breach by Redcape Hospitality of any of its material covenants, undertakings or obligations in the Hotel Operating Agreement.

The following will constitute an event of default in respect of the Redcape Group:

- an insolvency event in relation to any member of the Redcape Group;
- a material breach by the Fund of any of its material covenants, undertakings or obligations under the agreement;
- a failure by the Redcape Group to properly maintain each asset as a hotel;
- the Responsible Entity (or its nominee) ceasing to be the responsible entity of the Fund;
- a change in control in relation to the Redcape Group; or
- a winding up or asset liquidation resolution is passed by the investors in the Fund.

Termination payment

In the event that the Hotel Operating Agreement is terminated by Redcape Hospitality as a result of an event of default, the Responsible Entity must pay to Redcape Hospitality on termination a termination payment equal to the greater of:

- three times the Management fee which was payable in respect of the most recent financial year ending before termination; and
- the Management fee which was payable in respect of the most recent financial year ending before termination multiplied by the remaining term (expressed in years to two decimal places) calculated from the date of termination until expiration of the term.

Non-exclusivity

The appointment of Redcape Hospitality is non-exclusive and there is no restriction on Redcape Hospitality performing similar services to those performed under the Hotel Operating Agreement for itself or other persons from time to time.

11.4 The Constitution

The Fund is governed by the Constitution.

The Constitution (in addition to the Corporations Act and general law) provides an operational framework for the ongoing management of the Fund. It also provides for the Responsible Entity's powers, duties and obligations in respect of the Fund, the limits to our liability and our right to be indemnified for proper administration of the Fund.

The Constitution includes provisions dealing with:

- distributions to Unitholders;
- obligations, duties and powers of the Responsible Entity;
- duration and termination of the Fund and distribution of net proceeds on winding-up;
- reimbursement and indemnification of the Responsible Entity and others for expenses in connection with the Fund;
- procedures for convening and holding Unitholder meetings;
- fees payable to the Responsible Entity;
- issue, transfer and redemption of Units;
- retirement of the Responsible Entity;
- valuation of Fund assets; and
- amendments to the Constitution.

The key provisions of the Constitution are summarised below. The following summary does not refer to every provision of the Constitution and should be read in conjunction with the rest of this PDS. In the event of a conflict between this summary and the Constitution, the Constitution prevails. Copies of the Constitution can be obtained by contacting Client Services.

Interests in the Fund

Subject to the power of the Responsible Entity to issue different classes of Units with different rights, obligations and restrictions, each Unit gives Unitholders an equal and undivided interest in the assets as a whole, subject to liabilities of the Fund, but does not give Unitholders an interest in any particular asset of the Fund. For the avoidance of doubt and without limiting the powers of the Responsible Entity, the Responsible Entity may in its absolute discretion allocate the issue price, the Withdrawal price, Net Asset Values and distributions from the Fund between different classes of Unit.

11. Summary of important documents (continued)

Transfer of Units

A Unitholder may only transfer Units in the manner the Responsible Entity determines.

Unitholder meetings

The Responsible Entity may at any time convene a meeting of Unitholders. Unitholders may appoint proxies to attend and vote at a meeting of Unitholders on their behalf.

Distributions to Unitholders

Unitholders are entitled to a pro rata proportion of any distributions made by the Fund, calculated on the basis of the number of Units they hold, relative to the total number of Units on issue at the time that entitlements to distributions are calculated.

Powers of the Responsible Entity

Subject to the Constitution, the Responsible Entity has all the powers in respect of the Fund that it is legally possible for a natural person, corporation or trustee to have.

Termination and winding up of the Fund

The Constitution contains provisions dealing with termination and winding up of the Fund. If the Fund is terminated, the net proceeds of the Fund will be distributed pro rata to Unitholders according to their Unit holdings, provided that the Responsible Entity may retain such part of the proceeds it thinks fit to meet all the liabilities and expenses.

Unitholder's Liability

The Constitution also contains provisions designed to limit your liability to the amount invested in the Fund. However, you should be aware that the effectiveness of such a limitation is yet to be conclusively determined by the courts.

A copy of the Constitution, which has been lodged with ASIC, is available free of charge to Unitholders by contacting the Responsible Entity.

Retirement of the Responsible Entity

The Constitution contains provisions dealing with the retirement and removal of the Responsible Entity. The Responsible Entity may retire by giving notice to Unitholders in the Fund with such retirement being effective on the appointment of the replacement responsible entity. The Responsible Entity must retire when directed by 50% of the total votes that may be cast by Unitholders entitled to vote on the resolution (including Unitholders who are not present in person or by proxy), provided that a new replacement responsible entity is chosen by the Unitholders and the new replacement responsible entity consents in writing to be the new responsible entity.

12. Additional information

12.1 Service providers

In addition to the Manager, the Responsible Entity has appointed a number of key services providers that are involved in the ongoing operation of the Fund.

The key service provider arrangements are summarised below:

Custodian

The Responsible Entity has appointed an independent custodian to hold the assets of the Fund.

Certane CT Pty Ltd (Certane Corporate Trust) is a wholly owned subsidiary of Certane Group, who provides financial institutions and entrepreneurs with the technology and infrastructure they need to successfully build and grow investment funds. Operating across Australia, Certane's powerful combination of modern technology, financial licenses and industry experts navigate regulatory complexity, security and compliance so our clients can focus on what matters most: building a better future.

Today, Certane Group is powering over \$40 billion of assets with over 100 employees across 2 offices in Australia and offer a range of leading and technology-enabled trustee, custodian and supervision solutions. With a diversified portfolio of financial licenses and modern technology, Certane can also enable APAC market entry for global institutions and enable start-ups and FinTech businesses to launch new funds and financial products.

The Responsible Entity has appointed Certane Corporate Trust under a Custodian Agreement. The Custodian's role is to hold the assets in its name and act on the direction of the Responsible Entity to effect cash and investment transactions.

Certane Corporate Trust has no supervisory role in relation to the operation of the Fund and has no liability or responsibility to a unit holder for any act done or omission made in accordance with the Custodian Agreement.

Certane Corporate Trust's role as Custodian is limited to holding the assets of the Fund.

Disclaimer

Certane Corporate Trust has not withdrawn its consent to be named in this PDS as custodian of the Fund in the form and context in which it is named. Certane Corporate Trust does not make, or purport to make, any statement that is included in this PDS and there is no statement in this PDS which is based on any statement by Certane Corporate Trust.

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

FATCA and CRS

Investors to provide certain information if requested by the Responsible Entity. The Unitholder agrees, and it is a condition of the issue of the Units, to provide certain information required by it or the Responsible Entity or Custodian in order to comply with any applicable law, including the United States Foreign Account Tax Compliance Act (FATCA) and the Common Reporting Standards under the CRS Laws.

Certane CT Pty Ltd (Certane) may collect your personal information for primarily purpose of providing custodial services to MA Redcape Hotel Fund and for ancillary purposes detailed in the Privacy Policy. Certane may disclose your personal information, such as, your name and contact details, along with your account information to its related bodies corporate, the trustee, manager, professional advisers, the land titles office and/or as otherwise instructed by the manager. We are also permitted to collect and disclose your personal information when required or authorised to do so by law. Certane is not likely to disclose your personal information to overseas recipients. Your personal information will be used in accordance with Certane's Privacy Policy. The Privacy Policy contains information about how you may access or correct your personal information held by Certane and how you may complain about a breach of the Australian Privacy Principles. You may obtain a copy of Certane's Privacy Policy at cdn.certane.com/privacy-policy/privacy-policy.pdf

Subject to the relevant agreements between the Responsible Entity and the Manager, the Responsible Entity, in its discretion, may appoint a custodian from time to time and appoint additional service providers.

Unit Registry

The Responsible Entity has appointed Boardroom Pty Limited to act as the Unit Registry.

Auditor

The Responsible Entity has appointed KPMG as the independent auditor of the Fund and compliance plan as required by the Corporations Act. We will inform Unitholders of any changes to the key service providers to the Fund during the year on an annual basis. We may provide this information more frequently where it is considered a material change to the Fund. The updated information will also be available on the Fund's Website.

12. Additional information (continued)

12.2 Portfolio Net Asset Value

Portfolio NAV is the NAV with such adjustments as the Responsible Entity determines appropriate to ensure the Portfolio NAV reflects the market value of each hotel asset (consistent with ordinary commercial practice for valuing that type of hotel asset) that is reasonably current at the time of determination of Portfolio NAV. Where appropriate, this may include adjustments by:

- excluding the total of plant, property and equipment, investment properties and goodwill relating to hotel assets; and
- adding back the sum of the most recent valuations of each of the hotel assets (which valuations may be conducted by the Responsible Entity and which valuation methods must be consistent with ordinary commercial practice for valuing the type of asset and produce a value that is reasonably current at the time of valuation) plus any capital invested into an hotel asset since the most recent valuation of that hotel asset.

12.3 Portfolio Gearing

Portfolio Gearing is an adjusted Statutory Gearing calculation methodology which values the Fund's hotel assets based on Portfolio Valuations in accordance with the Responsible Entity's valuation policy, rather than Australian Accounting Standards methodology.

Portfolio Gearing will be calculated as follows:

$$\frac{\text{Total loans and borrowings – Cash}}{\text{Total asset value – Statutory Valuations} + \text{Portfolio Valuations – Cash}}$$

12.4 Gearing policy

Gearing is the amount of debt that is used to purchase assets or manage the capital expenditure within a fund. Gearing increases the exposure of Unitholders to movements in the value of the underlying assets in which a fund invests. It can magnify capital gains, however, it can also magnify capital losses. A highly geared fund will have a lower asset buffer to rely on in times of financial stress.

The maximum look-through level of Portfolio Gearing in the Fund is 50.0%. If the Fund's assets fall in value this level maybe breached, in which case the Responsible Entity will implement a strategy to return the look-through Portfolio Gearing level of the Fund to 50.0% or below.

At times the level of gearing may move out of the target range. This will primarily occur at times prior to the acquisition or after the sale of direct hotel assets, or as a consequence of market movements.

The RG46 Gearing Ratio formula as set down by RG 46, and used by the Responsible Entity when calculating the gearing ratio of the Fund, is:

$$\text{RG46 Gearing Ratio} = \frac{\text{Total interest-bearing liabilities}}{\text{Total assets}}$$

The RG46 Gearing Ratio is updated in the Fund's RG 46 statements, however, it is important to note that any financier of the Fund may use a different methodology to measure its LVR covenant. The Responsible Entity will report against this covenant in quarterly investor updates in additional to Portfolio Gearing.

The Responsible Entity calculates gearings metrics of the Fund on a look-through basis meaning that if the Fund were to invest in another fund that is already geared, it takes that fund's gearing into account (on a proportional basis to the Fund's investment in that fund) along with any borrowings the Fund has directly.

The Responsible Entity maintains and complies with a written capital management policy which includes gearing and interest cover and outlines record keeping, monitoring and reporting requirements.

For further information or to obtain a copy of the capital management policy please contact the Responsible Entity.

Under the capital management policy, the Responsible Entity intends to generally operate the Fund within a Portfolio Gearing ratio range between 35.0% and 45.0%.

In the development of the parameters, consideration has been given to the Scheme Borrowing section of the ASIC guide RG46. These parameters may change from time to time for the latest published gearing metrics please refer to the Fund's Website.

12.5 Interest cover ratio policy

A geared fund will incur an interest expense that will increase with the size of the loan or interest rate margins applied by the financier. A higher geared fund will be more sensitive to interest rate movements.

An Interest Coverage Ratio (ICR) is a measure of a fund's ability to meet its interest expenses from the earnings of the fund. The ICR is a key indicator of a fund's financial health.

The closer a fund is to an ICR of one (1), the closer the fund's cash flow is to meeting interest expenses only. If the ICR falls below one (1), the fund earnings are insufficient to meet interest expenses.

To mitigate some of this risk, the Manager may hedge against rises in interest rates to protect the Fund from higher interest costs.

12. Additional information (continued)

The ICR formula as set down by RG 46 and used by the Responsible Entity to calculate the Fund's ICR is:

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

The Fund's interest coverage policy is to generally operate with a minimum interest cover ratio of that matches the ICR ratio in the Fund's debt facility calculated in accordance with the above formula.

The Fund's borrowing facility covenant limits the Fund to a covenant ICR of 2.0 x currently. Note that the definition of ICR in the Fund's debt facility differs slightly to the definition above.

These parameters may change from time to time for the latest published ICR metrics please refer to the Fund's Website.

12.6 Scheme borrowing

Borrowings rank ahead of an investor's interest in the Fund. Borrowings are also generally secured by the asset (or assets) held by the Fund.

The Fund's facilities also have conditions that enable the financier to call on the loan if Unitholders exercise their rights to remove and replace the responsible entity of the Fund.

When the Fund's borrowings mature, it will need to refinance. There is a risk that refinancing will be on less favourable terms or not available at all.

The Fund may capitalise interest on borrowings relating to some development projects from time to time in which case interest would be capitalised against the relevant development asset's book value.

Upon completion of a development, there is a risk that the book value may exceed the asset's independent valuation. If this occurs, the value of your investment may be impacted.

We aim to mitigate the risk of loss by estimating the amount of interest to be capitalised for any particular project and incorporating the amount into feasibility assessments.

12.7 Conflict of interest policy

There are a number of related party transactions described in this PDS in relation to the Fund, including the fees payable by the Responsible Entity to other entities within MA Financial Group under the Investment Management Agreement and the Hotel Operating Agreement.

The Responsible Entity may also seek professional services for the Fund from qualified service providers, including from related parties of the Responsible Entity. The fees for these services will be charged at normal commercial rates to the Fund. All parties and the fees chargeable for these services are subject to the approval of the Responsible Entity's board.

The Responsible Entity maintains and complies with a written policy on related party transactions, including the assessment and approval process for such transactions and arrangements to manage conflicts of interest. All transactions in which the Responsible Entity may have, or may be perceived to have, a conflict of interest, including all transactions with members of the MA Financial Group, will be conducted in accordance with the Responsible Entity's conflicts of interest and related party transactions policy.

Under this policy, potential conflict situations will be monitored, assessed and evaluated by the Responsible Entity and, if considered necessary, the matter will be referred to the Responsible Entity's Board and/or Audit, Risk and compliance committee and steps taken to ensure that the conflict is managed in an appropriate manner.

For more detail on the Fund's conflicts-of-interest policy and procedures for related-party transactions, please refer to section 12.14.

12.8 Valuation policy

The Responsible Entity's valuation policy is for the hotel assets of the Fund to be independently valued on a rolling semi-annual basis with all hotel assets independently valued at least once every 24 months.

If the Responsible Entity believes that any of the Fund's hotel assets have had a significant valuation movement relative to its last independent valuation, under its valuation policy the Responsible Entity will determine an updated valuation based on its best assessment of the value of the assets in the portfolio having regard to the most recent independent valuations available of similar assets in the Fund, similarities and differences between relevant assets, local market conditions and trading, and such other market evidence as is available to the Responsible Entity at the time.

Note that the intangible value of the hotel operations is captured in these independent asset valuations for leasehold and freehold going concern hotels. As such, whilst the NTA of the Fund can be calculated in accordance with RG 46 by dividing the net assets less the intangible assets of the Fund (with any adjustments) by the number of Units in the Fund on issue, this is not an accurate or appropriate reflection of the value of the Fund's assets as this would exclude the intangible value of the hotel operations.

12. Additional information (continued)

The Responsible Entity considers that it is more appropriate to calculate the Fund's net tangible assets with reference to market-based valuation practices, which include the intangible assets within the net asset value. Therefore the calculation of Portfolio NAV per Unit is determined by the following formula:

$$\text{Portfolio NAV} = \frac{[\text{Net assets} - (\text{PPE} + \text{intangible value}) - \text{Right of Use Assets} + \text{Lease Liabilities} + \text{Portfolio Valuations} + \text{capital invested in any hotel after its most recent valuation} - \text{movement in mark to market of interest rate derivatives}] / \text{number of units in the Fund on issue.}}{}$$

Where:

Net assets is the net assets of the Fund calculated in accordance with statutory accounting practices;

PPE is the carrying value of the Fund's tangible assets including property, plant and equipment;

Intangible assets is the value of the Fund's intangible assets including goodwill;

Right of Use assets and Lease liabilities are the leasing adjustments in accordance with International Financial Reporting Standards (IFRS); and

Mark to market of interest rate derivatives are calculated in accordance with statutory accounting practices.

The Responsible Entity's valuation policy requires the Responsible Entity to select independent valuers from a panel of suitable candidates. The panel of valuers will be reviewed every 24 months and updated and amended by the Responsible Entity as required. The Responsible Entity will seek to ensure an adequate rotation of valuers such that no valuation entity or individual may perform an Independent Valuation of a hotel more than three times consecutively unless otherwise considered appropriate. A valuer appointed from the valuation panel must also have no conflicting interests. The capitalisation approach which is the most widely used basis of valuation in the hotel industry, will be used (where appropriate) to derive independent and Portfolio Valuations for both Freehold Going Concern (FHGC) and Leasehold Going Concern (LHGC).

Where the capitalisation approach is deemed inappropriate to derive internal valuations for FHGC and LHGC, the Responsible Entity will propose an alternate method which is consistent with current industry valuation practices for the asset type and locality of each hotel, as well as in accordance with Australian Accounting Standards.

To obtain a full copy of the valuation policy, please contact the Responsible Entity.

Limited disclosure of individual assets valuations

The Manager will limit the ongoing disclosure of the underlying individual asset values provided by either an independent valuers or directors as they are deemed to be commercially sensitive and making such information public (even on a historic or lag basis) may compromise any future divestment optionality of respective or neighbouring venues which would have the potential to be detrimental to Unitholders interests. Due to the nature of the assets within the Fund, publishing underlying individual assets values would likely limit the ability of Manager to competitively transact in those assets over time.

12.9 How we keep you informed

As a Unitholder you will receive the following information:

Confirmations

You will receive confirmations of all your applications and withdrawals.

Quarterly Fund Update report

A Quarterly Fund update will be made available on the Fund's Website. The report will contain performance of the Fund over multiple periods, commentary on the most recent period's performance and certain Fund characteristics.

Annual Management report

An annual report will be made available on the Fund's Website.

Distribution statements

A distribution statement will be provided to you following a distribution. This will contain information in respect of the amount you have received as a distribution, if any, for the Fund.

12. Additional information (continued)

Periodic statements

A periodic statement will be provided to you annually for the year ending 30 June. This will contain your transaction history, investment value at 30 June, investment performance and fees you have paid for the Fund. If a full withdrawal is made, an exit periodic statement will be provided to you for the nearest quarter ending 31 March, 30 June, 30 September or 31 December.

Tax statements

A tax statement will be provided to you annually for the year ending 30 June. This will contain information on the tax classification of assessable amounts in respect of the Fund.

Audited financial statements

Audited financial statements of the Fund are generally issued for the year ending 30 June typically before 31 August each year. They will be prepared in accordance with accounting standards applicable to general financial statements in Australia to the extent that the Fund is required to comply with those standards by the Corporations Act or under the Constitution. The audited financial statements are made available to Unitholders on the Fund's Website. A hard copy may be requested free of charge by contacting the Responsible Entity. Audited financial statements will not be mailed to Unitholders unless specifically requested.

12.10 Keeping us informed

Our records about you are important. When requesting a change to your records please provide the Unit Registry with the following:

- (i) your investor number;
- (ii) the full name/s in which your investment is/are held;
- (iii) the change(s) you are requesting; and
- (iv) a daytime telephone number.

Please also ensure the request is signed by the appropriate signatories.

Some changes may require additional documentation, such as a change of name request. If you wish to change your nominated bank account to which withdrawal payments are made, you will be required to complete the Direct Credit Facility Form.

12.11 Continuous disclosure

The Responsible Entity will comply with our continuous disclosure obligations under the law by publishing new material information about the Fund on the Fund's

Website in accordance with ASIC's good practice guidance on disclosure.

In addition, you would have the right to receive the following documents at no charge:

- the annual financial report most recently lodged with ASIC;
- any half-year financial report lodged with ASIC by the Fund after the lodgement of the annual report most recently lodged with ASIC and before the date of this PDS; and
- any continuous disclosure notices given by the Fund after the lodgement of the annual report most recently lodged with ASIC and before the date of this PDS.

At all times during which the Fund is a disclosing entity, the Fund will be subject to regular reporting and disclosure obligations. Copies of documents lodged with ASIC in relation to the Fund can be ordered from the ASIC website: connectonline.asic.gov.au/RegistrySearch/faces/landing/SearchRegisters.jspx?_adf.ctrl-state=jfjfk2zvn_29

12.12 Complaints

The Responsible Entity has a formal complaints handling procedure in place. If you have any concerns or complaints you can contact our Client Services team at clientservices@MAFinancial.com.

All Unitholders (regardless of whether you hold Units directly or indirectly via an IDPS), are able to access the Responsible Entity's complaints procedures outlined in this paragraph.

After receipt of the complaint, the Responsible Entity will acknowledge the complaint within 1 Business Day or as soon as reasonably practicable of receiving it and use reasonable endeavours to deal with and resolve the complaint within 30 days but in any case in accordance with its duties under the Corporations Act.

If you believe that your matter has not been dealt with satisfactorily, you have the right to take your complaint to the Australian Financial Complaints Authority (AFCA) by calling 1800 931 678 or by writing to AFCA at GPO Box 3, Melbourne VIC 3001 or by emailing info@afca.org.au. AFCA provides a fair and independent financial services complaint resolution service that is free to consumers. AFCA is only available to retail clients.

12. Additional information (continued)

12.13 Related party transactions and conflicts

General

Except as otherwise disclosed in this PDS, there are no existing agreements or arrangements and there are no currently proposed transactions in which the Responsible Entity was, or is to be, a participant, and in which any related party of the Responsible Entity had or will have a direct or indirect material interest.

Related party transactions in portfolio construction

In addition to sourcing investments directly from third parties, the Manager will make use of the resources of MA Financial Group by investment in or acquiring assets originated by, or warehoused by, other MA Financial Group entities. These arrangements comprise investing in or acquiring assets from MA Financial Group or other funds managed by MA Financial Group.

Borrowings from a MA Financial Group entity

The Fund may borrow funds from a MA Financial Group entity. Any borrowings entered into with a MA Financial Group entity will be on arms length terms.

Conflicts of interest and related party transactions

The Responsible Entity considers that all related party arrangements are arrangements that have been entered into on an arm's length basis and for reasonable remuneration.

The Manager, the Responsible Entity and MA Financial Group offer a variety of products and services to their clients and may find themselves in a position where the interests of one part of the business could be or is in conflict with the interests of another part of the business.

12.14 Labour standards and environmental, social or ethical considerations

Neither the Responsible Entity nor the Manager directly take into account labour standards environmental, social or ethical considerations for the purpose of selecting, retaining or realising its investments, as these decisions are primarily based on economic considerations. However, sometimes these matters do indirectly affect the economic factors upon which investment decisions are based.

12.15 Consents and disclaimers

Each of the parties who is named below:

- (a) has not made any statement that is included in this PDS, or any statement on which a statement is made in this PDS is based, other than as specified in this section;
- (b) has not authorised or caused the issue of any part of this PDS;
- (c) makes no representations or warranty, express or implied, as to the fairness, accuracy or completeness of information contained in this PDS; and
- (d) to the maximum extent permitted by law, expressly disclaims and takes no responsibility for any statements made in, or omissions from, this PDS, other than as specified in this section, and excludes and disclaims all liability for any damage, loss (including direct, indirect or consequential loss), cost or expense that may be incurred by an investor as a result of this PDS being inaccurate or incomplete in any way or for any reason.

Auditor

KPMG has given and, as at the time of lodgement of this PDS, has not withdrawn its consent to be named in this PDS as the auditor to the Fund, in the form and context in which it is named. KPMG has had no involvement in the preparation of any part of this PDS other than being named as the Auditor. KPMG has not authorised or caused the issue of, and expressly disclaims and takes no responsibility for, any part of this PDS.

Administrator

Redcape Hospitality will administer the Fund.

Unit Registry

Boardroom Pty Limited has given and, as at the time of lodgement of this PDS, has not withdrawn its consent to be named in this PDS as the Unit Registry of the Fund, in the form and context in which it is named. Boardroom Pty Limited has had no involvement in the preparation of any part of this PDS other than being named as the Fund's Unit Registry. Boardroom Pty Limited has not authorised or caused the issue of, and expressly disclaims and takes no responsibility for, any part of this PDS.

Manager

Redcape Hospitality has given and, as at the time of lodgement of this PDS, has not withdrawn its consent to be named in this PDS as the Manager and to the inclusion in this PDS of the statements by it, or the statements

12. Additional information (continued)

based on statements made by it, concerning its business, investment strategy and philosophy, its opinions, expectations and beliefs and its financial and investment results, in the form and context in which those statements appear in this PDS.

MA Financial Group

MA Financial Group has given and, as at the time of lodgement of this PDS, has not withdrawn its consent to be named in this PDS and to the inclusion in this PDS of the statements by it, or the statements based on statements made by it, concerning its business, in the form and context in which those statements appear in this PDS.

12.16 Anti-money laundering and counter terrorism financing

The AML/CTF Act and other applicable anti-money laundering and counter terrorism laws, regulations, rules and policies which apply to the Responsible Entity (AML Requirements), regulate financial services and transactions in a way that is designed to detect and prevent money laundering and terrorism financing.

The AML/CTF Act is enforced by AUSTRAC. In order to comply with the AML Requirements, the Responsible Entity is required to, amongst other things:

- verify an investor's identity and the source of their application monies before providing services to them, and to re-identify them if they consider it necessary to do so; and
- where an investor supplies documentation relating to the verification of their identity, keep a record of this documentation for 7 years.

The Responsible Entity and Unit Registry as its agent (collectively, the Entities) reserve the right to request such information as is necessary to verify the identity of an investor and the source of the payment. In the event of delay or failure by the investor to produce this information, the Entities, may refuse to accept an application and the application monies relating to such application or may suspend the payment of withdrawal proceeds if necessary to comply with AML Requirements applicable to them.

Neither the Entities nor their delegates shall be liable to the investor for any loss suffered by the investor as a result of the rejection or delay of any subscription or payment of withdrawal proceeds.

The Entities have implemented a number of measures and controls to ensure they comply with their obligations under the AML Requirements, including carefully identifying and monitoring investors. As a result of the implementation of these measures and controls:

- (a) transactions may be delayed, blocked, frozen or refused where an Entity has reasonable grounds to believe that the transaction breaches, or causes the Responsible Entity to commit or participate in an offence under the law or sanctions of Australia or any other country, including the AML Requirements;
- (b) where transactions are delayed, blocked, frozen or refused the Entities are not liable for any loss investors suffer (including consequential loss) caused by reason of any action taken or not taken by them as contemplated above, or as a result of their compliance with the AML Requirements as they apply to the Fund; and
- (c) the Responsible Entity or Unit Registry may from time to time require additional information from investors to assist it in this process.
- (d) the Entities have certain reporting obligations under the AML Requirements and are prevented from informing you that any such reporting has taken place. Where required by law, an entity may disclose the information gathered to regulatory or law enforcement agencies, including AUSTRAC. The Entities are not liable for any loss an investor may suffer as a result of their compliance with the AML Requirements.

12.17 Privacy

Privacy laws apply to the handling of personal information and the Responsible Entity or Manager will collect, use and disclose your personal information in accordance with its privacy policy.

The Responsible Entity or Manager will collect, use and disclose your personal information in accordance with its privacy policy, which includes details about the following matters:

- (a) the kinds of personal information the Responsible Entity or Manager collects and holds;
- (b) how the Responsible Entity or Manager collects and holds personal information;
- (c) the purposes for which the Responsible Entity or Manager collects, holds, uses and discloses personal information;
- (d) how you may access personal information that the Responsible Entity or Manager holds about you and seek correction of such information (note that exceptions apply in some circumstances);
- (e) how you may complain about a breach of the Australian Privacy Principles (APP), or a registered APP code (if any) that binds the Responsible Entity or Manager, and how the Responsible Entity or Manager will deal with such a complaint;

12. Additional information (continued)

- (f) whether the Responsible Entity or Manager is likely to disclose personal information to overseas recipients and, if so, the countries in which such recipients are likely to be located if it is practicable for the Responsible Entity or Manager to specify those countries. The Responsible Entity, Manager and the Unit Registry may disclose your personal information with their agents and service providers including those listed below or as otherwise authorised under the *Privacy Act 1988* (Cth);
- (g) the Unit Registry for ongoing administration of the unit register;
- (h) the printers and the mailing house for the purposes of preparation and distribution of holding statements and for handling of mail; and
- (i) others who provide services on the Fund's behalf, some of which are located outside of Australia. Your information may also be used or disclosed from time to time to inform you about the Manager's products or services that the Manager thinks may be of interest to you. If you do not want your personal information to be used for this purpose, you should contact the Unit Registry. Under the *Privacy Act 1988* (Cth), you may request access to your personal information held by (or on behalf of) the Fund or the Unit Registry. You can request access to your personal information by writing to the Responsible Entity or contacting the Unit Registry at: MAclientservices@boardroomlimited.com.au.

You can obtain a copy of the Responsible Entity's and Manager's Privacy Policy free of charge online by emailing clientservices@MAFinancial.com.

The Responsible Entity may use your personal information for direct marketing purposes. Please contact Client Services to request not to receive direct marketing communications from us.

If you are investing in the Fund via an IDPS, please be aware that the Responsible Entity does not collect or hold personal information in connection with an investment in the Fund.

12.18 Target Market Determination

The Responsible Entity has issued a target market determination (TMD) which, among other things, describes the class of consumers for whom this Fund is likely to be consistent with their likely objectives, financial situation and needs.

The TMD for Units in the Fund is available at the Fund's Website.

12.19 Governing Law

This PDS and the contracts formed on acceptance of Applications are governed by the laws in force in the State of New South Wales and each Applicant submits to the non-exclusive jurisdiction of the courts of New South Wales.

13. Glossary

The following terms used in this PDS have the following meanings unless the context otherwise requires.

	DEFINITION
AAS	means the Australian Accounting Standards.
Acquisition Fee	means the fee paid to the Responsible Entity for the purchase of any real property acquired directly or indirectly by the Fund.
Administrator	means Redcape Hospitality ACN 619 297 228.
AFCA	means the Australian Financial Complaints Authority.
AML/CTF Act	means the <i>Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)</i> .
AML Requirements	means AML/CTF Act and other applicable anti-money laundering and counter terrorism laws, regulations, rules and policies which apply to the Responsible Entity.
Applicant	means a person who makes an Application for Units under this PDS.
Application	means an application for Units under this PDS.
Application Dealing Day	means the day on which Applications are processed.
Application Form	means the form for applying to make an initial investment as described in Section 9.1, which is available on the Fund's Website.
Application Monies	means the monies payable in connection with an Application.
Application Price	means Portfolio NAV per Unit or as determined by the Responsible Entity in accordance with the terms of the Constitution.
ARSN	means Australian registered scheme number.
ASIC	means the Australian Securities and Investments Commission.
AUD	means Australian dollars (AU\$).
Audit	means an independent review of the financial accounts.
Auditor	means KPMG.
Australian Accounting Standards	means the standards of that name maintained by the Australian Accounting Standards Board.
Australian Accounting Standards Board	means an Australian Government agency.
Board or Board of Directors	means the board of directors of the Responsible Entity.
Business Day	means a day, other than a Saturday, Sunday or public holiday on which Australian banks (as defined in the Corporations Act) are open for business in Sydney, Australia.
CGT	means capital gains tax.

13. Glossary (continued)

	DEFINITION
Compliance Plan	means the compliance plan for the Fund lodged with ASIC, as described in Section 12.2.
Constitution	means the Constitutions of the Trusts (MA Redcape Hotel Trust I and MA Redcape Hotel Trust II) collectively the Fund dated 13 June 2017 as amended from time to time, a copy of which is available free of charge by contacting the Responsible Entity.
Corporations Act	means <i>Corporations Act 2001</i> (Cth) as amended from time to time.
Custody Agreement	means the agreement entered into between a custodian and the Responsible Entity in relation to the custody of assets held under the Portfolio.
Direct Credit Facility Form	means the form for investors to change their bank details held on file.
Direct Debit Request Form	means the form to authorise us to arrange for funds to be debited from your account as described in Section 9.6, which is available on the Fund's Website.
Directors	means the directors of the Responsible Entity.
Divestment fee	means the fee paid to the Responsible Entity for the sale of any real property acquired directly or indirectly by the Fund.
DRP	means the Distribution Reinvestment Plan.
EGM	means Electronic Gaming Machines.
Establishment Fee	means a fee permitted by the constitution, paid to the Responsible Entity based on the total application money received under a capital raising undertaken for the Fund.
Freehold Going Concern	means freehold property and the business together.
Fund	means the MA Redcape Hotel Fund.
Fund's Website	means mafinancial.com/invest/real-estate-operational-and-core/ma-redcape-hotel-fund
Gross Portfolio Value	means the value of all assets held in the Fund.
GST	means Australian Goods and Services Tax.
ICR	means Interest Coverage Ratio.
IDPS	means Investor Directed Portfolio Service.
Independent Valuation	means a valuation provided by a valuer appointed from the independent valuation panel.
Initial Period	means the 10-year term from 30 November 2018.
Investment Management Agreement	means the agreement between the Responsible Entity and the Manager which sets out the key terms in relation to the performance of certain investment management and administration services.

13. Glossary (continued)

	DEFINITION
Investors	means a holder of Units in the Fund.
Leasehold Going Concern	means the business only, with a lease of the freehold property in place.
Liquidity Facility	means the liquidity mechanism which will apply to the Fund.
Local Government Area	means the area defined by state council boundaries.
LVR or Loan to Value Ratio	means the proportion of an asset funded by a lender, expressed as a percentage of the total value of the asset.
Manager	means Redcape Hospitality Pty Ltd ACN 619 297 228.
Manager's Fee or Management Fee	means the fee paid to the Manager for its services as manager of the Fund.
MA Financial Group	means MA Financial Group Limited ACN 142 008 428.
Medicare Levy	means a levy to fund Australia's public health system paid in addition to the tax paid on taxable income.
Minimum Investment Amount	means \$20,000 or such other amount as we may determine from time to time.
MIT	means a Managed Investment Trust.
Net Asset Value or NAV	means the value of the Fund's assets minus its liabilities determined in accordance with Australian accounting standards.
Net Tangible Assets or NTA	means total assets of the Fund less any intangible asset, less liabilities.
Online Application	means the application portal to apply to make an initial investment as described in Section 9.1.
Operating EBITDA	means EBITDA excluding unrealised, non-recurring and non-operational items such as venue acquisition costs, gains/losses on asset revaluations, gains on sale and disposal of assets and performance fees.
PDS	means this Product Disclosure Statement.
Performance Fee	means the fee calculated by reference to the performance of the Fund and calculated in accordance with the terms of the Constitutions.
Performance Fee Period	means each six-month period ending on 30 June and 31 December each year.
Portfolio	means the portfolio of securities and other assets and liabilities of the Fund, to be managed in accordance with the Fund IMA by the Manager pursuant to the investment strategy and investment guidelines set out in this PDS.

13. Glossary (continued)

	DEFINITION
Portfolio Gearing	means the adjusted Statutory Gearing calculation methodology which values the Fund's hotel assets based on Portfolio Valuations in accordance with the Responsible Entity's valuation policy, rather than Australian Accounting Standards methodology.
Portfolio NAV	<p>means the NAV with such adjustments as the Responsible Entity determines appropriate to ensure the Portfolio NAV reflects the market value of each hotel asset (consistent with ordinary commercial practice for valuing that type of hotel asset) that is reasonably current at the time of determination of Portfolio NAV. Where appropriate, this may include adjustments by:</p> <ul style="list-style-type: none">(a) subtracting the total of the carrying value of the plant, property and equipment, investment properties and goodwill relating to hotel assets;(b) adding back the sum of the most recent valuations of each of the hotel assets (which valuations may be conducted by the Responsible Entity and which valuation methods must be consistent with ordinary commercial practice for valuing the type of asset and produce a value that is reasonably current at the time of valuation) plus any capital invested into any hotel asset subsequent to the most recent valuation of that hotel asset;(c) excluding any movement arising from the mark to market of interest rate derivatives; and(d) excluding the carrying value of right of use assets and lease liabilities.
Portfolio Valuation	means either an Independent Valuation or a valuation other than a valuation provided by a valuer appointed from the independent valuation panel.
Product Disclosure Statement	means this document for the purposes of Part 7.9 of the Corporations Act.
Queensland Management Fee	means is a fixed annual amount per Queensland hotel paid by the Fund to Redcape Hospitality for managing the Queensland hotels, as described in Section 8.3
RBA Cash Rate	means the Reserve Bank of Australia Cash Rate.
Redcape Group	means Redcape Group Limited (ACN 124 753 733).
Regular Investment Plan Form	means a regular direct debit from your account to top up your investment in the Fund each month, as described in Section 9.1.
Responsible Entity	means the Responsible Entity of the Fund, being MA Redcape Hotel Fund RE Ltd ACN 610 990 004, AFSL 505932.
Retail Applicant, or Retail Investor or Retail Client	means an Applicant or investor who is not a Wholesale Applicant, or Wholesale Investor or Wholesale Client.
Stapled Units or Units	means a stapled unit consisting of one Unit from Trust I and one Unit from Trust II which are stapled together.
Statement of Advice	means the document that sets out the advice given to you by your licensed financial planner or adviser.
Statutory Gearing	means total borrowings less cash as a percentage of total assets less cash.

13. Glossary (continued)

DEFINITION

Subsidiary	has the meaning given in the Corporations Act, but so that: <ul style="list-style-type: none">• an entity will also be considered to be a Subsidiary of a trustee, Responsible Entity or other entity if it is controlled by that trustee, Responsible Entity or other entity (expressions used in this paragraph have the meanings given for the purposes of Division 6 of Part 1.2 of the Corporations Act);• a trust may be a Subsidiary, for the purposes of which a unit or other beneficial interest will be regarded as a share; and• a corporation or trust may be a Subsidiary of a trust if it would have been a Subsidiary if that trust were a corporation.
Transaction Costs	means an estimate by the Responsible Entity of the total transaction costs that would be incurred to acquire afresh, or dispose of the assets of the Fund (including such costs which would be incurred due to the issue or disposal of Units), or zero where the Responsible Entity makes no such estimate.
Trusts	means MA Redcape Hotel Trust I and MA Redcape Hotel Trust II.
Underlying Earnings	means Operating EBITDA less cash rent, cash interest and maintenance capital expenditure (plus other unrealised or non-recurring items specifically excluded from Operating EBITDA).
Unitholders	means a holder of one or more Units.
Unit Price	means the Portfolio NAV per Unit.
Unit Pricing Policy	means a document that sets out policies and procedures when exercising discretions under the Constitution, a copy of which is available free of charge by contacting the Responsible Entity.
Unit Registry	means Boardroom Pty Limited.
Updated Information	means any updated information in this PDS.
US person	means “US person” as defined in Regulation S under the US Securities Act.
US Securities Act	means the US Securities Act of 1933 (as amended).
Valuation Time	has the meaning given to that term in the Constitution.
Wholesale Applicant, Wholesale Investor or Wholesale Client	means an Applicant or investor who is (in either and in each case) not a retail client under section 761G or 761GA of the Corporations Act.
Withdrawal Form	means a form for requesting withdrawals from the Fund, as described in Section 9.8. The form is available on the Fund’s Website.
Withdrawal Price	means in respect of a Unit, the Portfolio NAV per Unit less the Withdrawal Discount.

Corporate directory

Responsible Entity	MA Redcape Hotel Fund RE Limited (ACN 610 990 004, AFSL 505932) Address: Level 27, Brookfield Place, 10 Carrington Street, Sydney NSW 2000
MA Client Services	Address: Level 27, Brookfield Place, 10 Carrington Street, Sydney NSW 2000 Phone: 02 8288 5594 (within Australia) +61 2 8288 5594 (outside Australia) Email: clientservices@MAFinancial.com
Custodian	Certane CT Pty Limited Address: Level 6, 80 Clarence Street, Sydney NSW 2000
Manager	Redcape Hospitality Pty Ltd (ACN 619 297 228) Address: Level 27, Brookfield Place, 10 Carrington Street, Sydney NSW 2000
Unit Registry	Boardroom Pty Limited Address: Level 8, 210 George Street, Sydney, NSW 2000 Phone: 1300 135 167 (within Australia) +61 2 8023 5415 (outside Australia) Fax: +61 2 9252 1987 (within Australia) +61 2 9252 1987 (outside Australia) Email: MAclientservices@boardroomlimited.com.au
Auditor	KPMG Address: Tower Three, International Towers Sydney, 300 Barangaroo Avenue, Sydney NSW 2000

