



ZANK & Co.
RESPECT, RESPONSIBLE, RESPONSIVE

ZANK Property Fund

Information Memorandum

1st of March, 2020

Trustee ZANK Capital Ltd ACN 106 064 644

Investment Manager ZANK & Company Pty. Ltd. ACN 167 559 364

IMPORTANT INFORMATION

This Information Memorandum (IM) is dated 1st of March, 2020.

This IM details the features, benefits, risks and general information about the ZANK Property Fund (**Fund**).

The trustee for the Fund and issuer of this IM is ZANK Capital Ltd ACN 106 064 644 AFS Licence number 246943 (**Trustee or Issuer**).

The Trustee has appointed ZANK & Company Pty. Ltd. ACN 167 559 364 (**Investment Manager**) as the investment manager of the Fund.

The Investment Manager is a corporate authorised representative (No. 001276430) of ZANK Capital Ltd ACN 106 064 644 AFSL 246943.

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

Unit Classes

The Trustee of the Fund may issue Units in different Unit Classes which offer investors different rights, features or benefits.

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

Glossary

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

Images

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

Updated information

Information in this IM may change and may be updated or replaced from time to time. Unless the changed information is materially adverse to the Investors' rights, the Trustee may not always update or replace this IM to reflect the changed information. Updated information regarding this IM may be made available on the Trustee's website or otherwise by issuance of a replacement or supplementary information memorandum published on the Trustee's website at zank.com.au.

Questions

Any questions regarding this IM should be directed to the Trustee on 1300 501 817 or at invest@zank.com.au.

ASIC

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

Restrictions on distribution

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

No action has been taken to register or qualify interests in the Fund, the invitation to participate in the Fund, or to otherwise permit any public offering of Fund interests in any jurisdiction other than Australia.

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

By receiving and viewing this IM, the recipient is warranting that they are legally entitled to do so and the securities laws of their relevant jurisdiction do not prohibit them from acquiring interests in the Fund. Further, the person receiving and viewing this IM from the Issuer warrants that, if they reside in Australia, they are a wholesale client as defined in section 761G of the Corporations Act ("Qualifying Investors").

Investors from Australia

With respect to Australian jurisdiction, this IM has been prepared on the basis that prospective Investors are wholesale clients or sophisticated investors, not retail clients (all within the meaning of the Corporations Act). Accordingly, this IM is not a product disclosure statement and does not contain all of the information that would be included in a product disclosure statement issued under the Corporations Act.

Investor to undertake own due diligence

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

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

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

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

Prospective Investors are strongly encouraged to undertake their own due diligence in relation to the Fund before making an investment. In addition, prospective Investors should read this IM in its entirety and seek independent professional advice as to the financial, taxation and other implications of investing in the Fund and the information contained in this IM.

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

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

IMPORTANT WARNING STATEMENTS

No performance guarantee

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

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

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

An investment in the Fund is subject to investment risks which are described in Section 7 of this IM, including possible delays in repayment and loss of some or all of your income or capital invested. The risks associated with an investment in the Fund are different to a cash deposit or investment in an approved deposit taking institution (ADI).

Prospective Investors should read the whole of this IM before making a decision about whether to invest in the Fund. The

information contained in this IM is general information only and not personal financial product advice and therefore does not take into account the individual objectives, financial situation, needs or circumstances of Investors.

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

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

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

No representation other than this IM

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

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

Forward looking statements

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

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

Due to various risks and uncertainties, including those set forth under "Risks" in Section 7, actual events or results or the actual performance of the Fund may differ materially from those reflected or contemplated in such forward-looking statements.

The forward looking statements included in this IM involve subjective judgment and analysis and are subject to uncertainties, risks and contingencies, many of which are outside the control of, and are unknown to, the Trustee and Investment Manager. Actual future events may vary materially from the forward looking statements and the assumptions on which those

statements are based. Given these uncertainties, prospective Investors are cautioned to not place undue reliance on such forward looking statements.

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

Confidentiality

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

Summary of key documents only

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

Independent financial advice

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

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Letter to Investor

Dear Investor

On behalf of the investment management team at ZANK & Company Pty. Ltd. (**ZANK**) it is my pleasure to present to you an opportunity to invest in the ZANK Property Fund (**Fund**).

The Fund is an open-ended managed investment scheme which, as at the date of this IM, offers two distinct unit classes: the Equity Unit Class and the Debt Unit Class. The aim of the Fund is to provide a stable return through investing in matured property markets. Property investments will be diversified by industry and geographical location. Investments will be primarily located in Australian and Chinese property markets, with investments in other countries open to consideration. ZANK will perform diligent asset management and appropriate repositioning strategies to deliver stable investment choices to the Fund. The Fund is able to provide investors an opportunity to gain exposure to property investment without the requirements to purchase outright and manage the property.

ZANK is the investment manager of the Fund and is responsible for making investment decisions on behalf of the Fund. ZANK is an Australia based asset management firm with a mission to deliver high-quality investment opportunities for its clients. Since its establishment, ZANK has focused on fixed and semi-fixed income investment products with a belief that only stable and predictable investment returns can bring the true wealth to investors.

ZANK was founded in 2014 as a commercial brokerage firm specialised in the Australian property market. In early 2016, ZANK launched the ZANK Income Fund that initially targeted investments into commercial mortgages. ZANK continues to grow its funds under management across a robust portfolio of loans aligned with the goal of providing high yield stable return from property-based investment.

The Trustee of the Fund is ZANK Capital Ltd (**ZANK Capital**). ZANK Capital, previously known as Columbus Investment Services Ltd, was founded in 2003, specialises in providing comprehensive investment services including trustee, responsible entity and investment consulting services. It was acquired by ZANK & Company Pty. Ltd. in early 2019 and rebranded as ZANK Capital.

I invite you to read through this IM (including Section 6 entitled "Risks") to allow you to make an informed decision before investing in the Fund.

On behalf of ZANK, I look forward to your participation with us in this exciting investment opportunity.

Regards



Conghan Hu
Managing Director
ZANK & Company Pty. Ltd.

1. Key Features

The table below is only a summary of the key features of an investment in the Fund. It is not intended to be exhaustive. You must read the whole of this IM to obtain more detailed information before making a decision to invest in the Fund. Any fees or costs detailed below are excluding GST unless otherwise stated.

Feature	Description	Further Details						
Investment Manager	ZANK & Company Pty. Ltd.	5.1						
Trustee	ZANK Capital Ltd	5.2						
Investment structure	<p>The Fund is an unlisted unregistered open-ended managed investment scheme structured as a unit trust. The Fund provides Investors with an opportunity to acquire Units in the Fund which entitles them to returns generated by the Fund.</p> <p>The Trustee may issue different unit classes. The different unit classes may have different rights and obligations including the amount of any distribution.</p>	2.1						
Investment Objective	The objective of the ZANK Property Fund is to provide Investors with a stable return through investments in matured property markets. Property investments will be diversified by industry and geographical location with investments being primarily located in Australia and China.	3.3						
Unit Classes	<p>As at the date of this IM, the Fund offers two distinct unit classes:</p> <ul style="list-style-type: none"> Equity Unit Class The Equity Unit Class has been established to provide equity funding, indirectly through special purpose companies or trusts, for commercial property primarily located in Australia and China. Investments will be concentrated in properties deemed undervalued by the Investment Manager. These properties may include but are not limited to half complete development projects, developments under distress, high yield purpose-built properties and any other properties the Investment Manager deems fit to invest in for the benefit of the Fund. Debt Unit Class The Debt Unit Class will provide junior debt to the special purpose vehicles the Equity Unit Class invests in. Senior debt will be provided primarily by traditional banks. 	3 and 4						
Minimum Investment Amount	The Minimum Investment Amount is \$500,000 subject to the Trustee's absolute discretion to accept applications for lesser amounts.	-						
Minimum Investment Term	The Minimum Investment Term is 12 months, or such lesser or greater time as the Trustee may determine in its absolute discretion.	-						
Target Return	<p>The Investment Manager is targeting the following returns:</p> <table border="1" data-bbox="579 1626 1195 1783"> <thead> <tr> <th>Unit Class</th> <th>Target Return</th> </tr> </thead> <tbody> <tr> <td>Equity Unit Class</td> <td>12-15% per annum (net of fees)</td> </tr> <tr> <td>Debt Unit Class</td> <td>6% per annum (net of fees)</td> </tr> </tbody> </table> <p>Please note the above target returns are before tax and are only a target and not guaranteed.</p>	Unit Class	Target Return	Equity Unit Class	12-15% per annum (net of fees)	Debt Unit Class	6% per annum (net of fees)	-
Unit Class	Target Return							
Equity Unit Class	12-15% per annum (net of fees)							
Debt Unit Class	6% per annum (net of fees)							
Issue of Units	Units will be issued within 10 Business Days of the end of the month in which a completed Application and the investment amount are received.	2.3						

Feature	Description	Further Details
Distributions	<p>For the Debt Unit Class, distributions are expected to be paid to Investors nominated bank accounts as at the end of each calendar month, payable within 10 Business Days of the end of each month, subject to the Trustee's discretion to pay distributions sooner.</p> <p>Distributions to Investors in the Debt Unit Class will take into account the number of Units held each day within any distribution period.</p> <p>For the Equity Unit Class, distributions are expected to be paid to Investors nominated bank accounts as at the end of each calendar quarter, payable within 10 Business Days of the end of each quarter, subject to the Trustee's discretion to pay distributions sooner.</p> <p>Distributions to Investors in the Equity Unit Class will take into account the number Units held by the Investor at the time the distribution is calculated.</p> <p>The Trustee reserves the right to make distributions more frequently in its absolute discretion.</p> <p>The Trustee may also decide not to distribute amounts which it reasonably considers necessary required to meet any outgoing or liabilities (actual or contingent) in respect of the Fund including any amounts required for tax withholdings. Taxes paid or withheld that are allocable to one or more Investors will be deemed to have been distributed to such Investors for the purposes of determining the above calculations.</p>	3.7 and 4.4
Redemptions	<p>Investors should consider an investment in the Fund as an illiquid investment.</p> <p>Subject to available liquidity and the Trustee's discretion, Investors, who have served the Minimum Investment Term of 12 months, may be able to withdraw from the Fund by giving a Withdrawal Request to the Trustee with at least 90 days' notice prior to the end of each calendar quarter.</p> <p>Where there is insufficient liquidity to satisfy all Withdrawal Requests, investors redemptions will be satisfied on a pro-rata basis each calendar quarter until all Withdrawal Requests are satisfied.</p> <p>Withdrawal Request Forms are available online at zank.com.au.</p>	2.5
Qualifying Investors	<p>The Offer is only available to persons who, if they reside in Australia, are a wholesale client as defined in section 761G of the Corporations Act.</p>	2.2
Entry and exit fees	<p>There is no entry or exit fees payable by Investors.</p>	6.1
Buy and sell spreads (Equity Unit Class only)	<p>A buy spread and sell spread will apply to the unit price to represent the costs associated with the purchase and sale of real estate property assets. The Trustee will determine the buy and sell spreads from time to time, based on the costs relating to real property assets.</p> <p>Other than for the initial issuance of Units in the Equity Unit Class, a buy spread and sell spread will be factored into the Unit Price calculation on the issuance or redemption of Units.</p> <p>The buy spread is initially expected to be set at 3% and the sell spread is initially expected to be set at 3% and will be adjusted to reflect the costs relating to properties held by the unit class.</p> <p>Buy and sell spreads will subsequently be published on the Trustee's website at zank.com.au.</p>	3.9
Trustee fees	<p>The Trustee will be entitled to a fee equal to 0.5% per annum of the Fund's gross asset value paid monthly in arrears.</p> <p>This fee will be apportioned pro-rata across all unit classes based on the respective GAV of each unit class.</p>	6

Feature	Description	Further Details
Investment Manager fees	<ul style="list-style-type: none"> • <u>Equity Unit Class</u> <ul style="list-style-type: none"> ○ ZANK will charge a Management Fee of 1.5% charged on Monthly Basis in arrears. ○ ZANK will charge a Performance Fee of 20% of any outperformance above the target return of 12% per annum, calculated and payable quarterly in arrears. The performance fee will only be charged for a period if any previous underperformance has been recovered. • <u>Debt Unit Class</u> <ul style="list-style-type: none"> ○ ZANK will charge a Performance Fee of any outperformance above 6% per annum calculated and payable quarterly in arrears. 	3.8 and 4.5
Expenses	The Trustee or relevant party appointed by the Trustee is entitled to be paid or reimbursed for expenses associated with establishing and the operation of the Fund.	6
Risks	<p>It is important that you read and consider the risks associated with and investment in the Fund before deciding whether to invest. For example, distributions or capital returns are not guaranteed.</p> <p>Further details regarding the risks associated with investing in the Fund are included in Section 7 of this IM.</p>	7

2. Offer Details

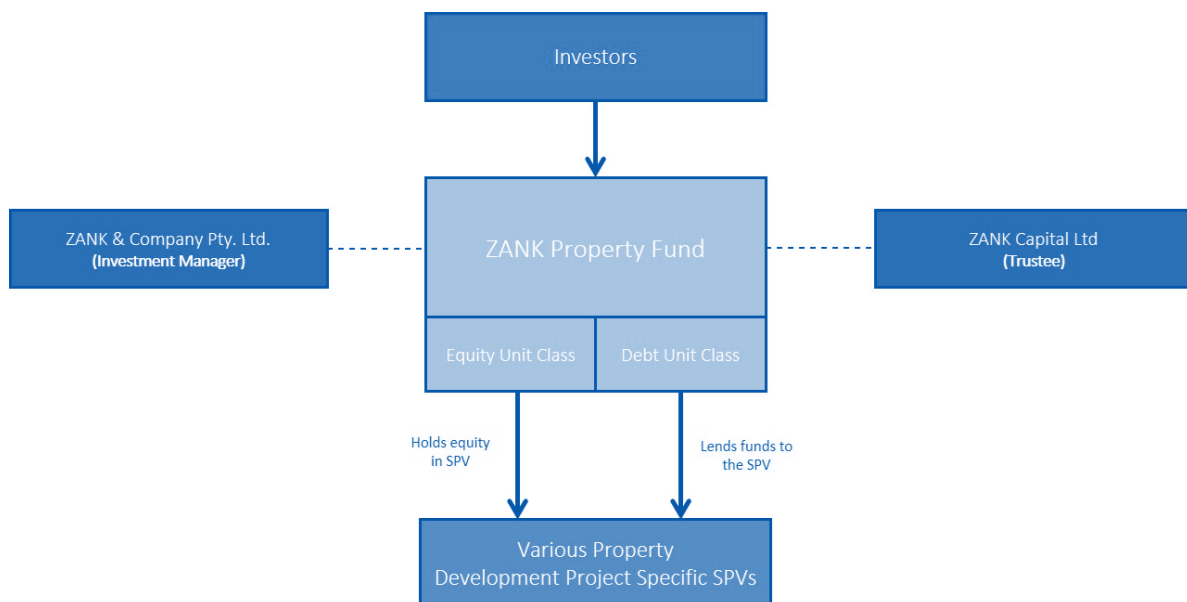
2.1 Investment Structure

The Fund is an unlisted unregistered managed investment scheme structured as a unit trust and established by a Trust Deed dated 1st March 2020 which regulates the relationship between the Trustee and Investors.

The Trustee has appointed ZANK & Company Pty. Ltd. as the Fund’s Investment Manager, having responsibility for, among other things, marketing the Fund and managing the Fund’s investments.

The monies contributed by Investors as Application Money will be pooled and invested in accordance with the Investment Strategy detailed in sections 3 and 4.

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



Details about the role each of the parties that provide its services to the Fund is provided below in Section 5.

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

2.2 Qualifying Investors

This Offer is generally only available to wholesale clients within the meaning of the Corporations Act 2001. A wholesale client means an Investor who:

- invests \$500,000 or more in the Fund or
- if investing less than \$500,000:
 - provides a certificate from a qualified accountant (substantially in a form provided by and available from the Trustee) that states that the Investor has net assets of at least \$2.5 million or has a gross income for each of the last two financial years of at least \$250,000; or

- is a professional investor (including the holder of an Australian financial services licence, a person who controls more than \$10 million or a person that is a listed entity or a related body corporate of a listed entity).

The Trustee has the discretion to accept applications from persons other than those described above provided these persons are otherwise permitted by law to participate in the Offer.

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

2.3 Issue of Units

Units will be issued using the Unit Price calculated as at the last day of the month in which a completed Application and the investment amount are received and are issued at the start of the following month. Units are expected to be issued within 10 Business Days of the end of the month in which a completed Application and the investment amount are received.

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

2.4 Unit Price

The Unit price for the initial issue of Units in each unit class is \$1 per Unit.

At any other time, the Unit price will be based on the underlying value of the unit class's assets and is calculated in accordance with the terms of the Trust Deed. The redemption price for a Unit is also based on the underlying value of the unit class's assets. This price may be different from the price originally paid for the Unit as the unit class's assets are re-valued. Further detail about the valuation policy is outlined in section 2.6.

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

2.5 Withdrawal rights

Due to the nature of the Fund's investments, you should consider an investment in the Fund as an illiquid investment.

Subject to available liquidity and the Trustee's discretion, Investors who have served the Minimum Investment Term of 12 months may be able to withdraw from the Fund by giving a Withdrawal Request to the Trustee with 90 days' notice prior to the end of each calendar quarter.

Where there is insufficient liquidity to satisfy all Withdrawal Requests, investors redemptions will be satisfied on a pro-rata basis each calendar quarter until all Withdrawal Requests are satisfied.

Withdrawal Request Forms are available online at www.zank.com.au

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

2.6 Valuation Policy

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

3. Equity Unit Class

3.1 Investment Criteria

The Equity Unit Class has been established to purchase and hold, indirectly through special purpose companies or trusts, commercial property primarily located in Australia and China.

The Investment Manager may explore investment opportunities outside of Australia and China, if the Investment Manager considers the opportunity appropriate to meeting the broader investment objectives of the Unit Class.

Where any investments are held through special purpose companies or trusts they will be controlled/managed by the directors of, or entities associated with, the Investment Manager.

Investments will be concentrated in properties deemed undervalued by the Investment Manager. These properties may include but are not limited to half complete development projects, developments under distress, high yield purpose-built properties and any other properties the Investment Manager deems fit to invest in for the benefit of the unit class.

There will be an emphasis on diversification in the portfolio to reduce overall risk. Diversification will occur geographically as well as through investment in varying property sectors.

ZANK will look into niche property markets with high quality commercial property assets with a preference to long term lease agreements with blue chip tenants.


Due to continuous growth in population and a healthy tourism industry, investments will be made in such markets as the hotel, office and health care industries. The Equity Unit Class will also invest in the logistic industry with the demand for online retail requiring warehouses and data centres for storage.


The Investment Manager’s primary focus will be on acquiring properties with future re-development potentials or high-yield leases.

The Investment Manager is targeting a return of 12-15% per annum (after fees and costs but before tax). This is a target return only and is not a forecast. Returns of capital and income are not guaranteed.

3.2 Investment Portfolio

As at the date of this IM, the Equity Unit Class is planning on investing in the following:

	Fund	Franklin Hotel Trust
	Asset Value	\$110 million
	Asset	Melbourne CBD Hotel
	Major Tenant	ADARA Hotel Group

	Fund	Garden Street Holding
	Asset Value	\$30 million
	Asset	Rehabilitation Centre
	Major Tenant	Gold Bridge

Over time, as the Equity Unit Class acquires properties and completes projects the portfolio will change.

The Investment Manager providing investors with a Portfolio Report on a quarterly basis. Prospective investors are welcome to request the latest copy of this report from the Investment Manager.

3.3 Investment Objective

The objective of the ZANK Property Fund is to provide Investors with a stable return through investments in matured property markets. Property investments will be diversified by industry and geographical location with investments being primarily located in Australia and China.

3.4 Investment Process

The Investment Manager has outlined its initial assessment process in respect of identifying viable opportunities for the Fund as follows:

	Good	Acceptable	Unacceptable
Tenant Profile	Government or Government support tenant	Good Quality Corporate Tenant	High risk Industry, Start-up Companies
Lease Term	20 years or above	5 years or above	Less than 5 years
Asset Quality	Asset has re-development or improvement potential	Good building quality with no re-development or improvement potential	Require huge renovation work, high maintenance building

3.5 Exit and sale

The Equity Unit Class intends to hold properties with the view of achieving long term growth, however, the Investment Manager may decide to sell some of asset in the portfolio, if:

- they receive an offer that is above the market price; or
- the property market shows signals of changing from peak to recession.

3.6 Borrowing

At the date of this IM it is anticipated that the Equity Unit Class will not have any borrowings directly, however, the Debt Unit Class may lend funds to the project specific SPVs.

The Investment Manager retains the right to include borrowings in the future, and up to 80% of the value of any property used to secure a loan.

Borrowings will be either on a Project-by-Project basis secured by the property acquired by the Equity Unit Class for each project, or on a Unit Class-wide basis, using multiple properties to secure any debt facility.

Where the Investment Manager does decide to incorporate borrowings, these borrowings may be from major banks or alternative financing sources, are likely to be short to medium term loans in order to bridge any funding shortfall and are unlikely to be hedged.

3.7 Distributions

Distributions are expected to be paid to Investors nominated bank accounts as at the end of each calendar quarter, payable within 10 Business Days of the end of each quarter, subject to the Trustee's discretion to pay distributions sooner.

Distributions to Investors will take into account the number Equity Units held by the Investor at the time the distribution is calculated.

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

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

3.8 Investor and Unit Class fees and costs

The table below sets out the fees and costs (excluding GST unless otherwise stated) that Investors or the Fund may be charged in respect of the Equity Unit Class. Further details regarding fees and costs are outlined in section 6.

Type	Amount	How and when paid
Account Fees		
Fees and charges incurred directly by each Investors on entry and exit		
Entry and Exit fee	None	Not applicable
Buy and sell spreads	Other than for the initial issuance, a buy and sell spread will be factored into the Unit Price calculation on the issuance or redemption of Units. The buy spread is initially expected to be set at 3% and the sell spread is initially expected to be set at 3% and will be adjusted to reflect the transaction costs relating to the unit class's investments. Buy and sell spreads will be updated and published online at www.zank.com.au . See section 3.9 below for more detail.	Factored into the Unit Price calculation on the issuance or redemption of Units. The buy and sell spreads are retained within the unit class and are not fees paid to the Trustee or the Investment Manager.
Unit Class Fees		
Fees and costs paid by the Unit Class		
Investment Manager fees	The Investment Manager is entitled to a Management Fee of 1.5% per annum of the Equity Unit Class's gross asset value.	Paid to the Investment Manager monthly in arrears.
	The Investment Manager will be entitled to a Performance Fee of 20% of net income returns (after other fees and expenses) generated by the Fund each financial year over and above the Target Return of 12% per annum. Any under-performance of the Fund in prior 3 years will be factored into the calculation of subsequent years.	Paid to the Investment Manager quarterly in arrears.

3.9 Buy/sell spread

A buy spread will not be factored into to the Unit Price calculation for the initial issuance of Units in the Equity Unit Class, which will be at \$1.

Other than for the initial issuance, a buy and sell spread will be factored into the Unit Price calculation on the issuance or redemption of Units to represent the accrued fixed costs associated with direct ownership of real estate assets.

The buy spread is initially expected to be set at 3% and the sell spread is initially expected to be set at 3% and will be adjusted to reflect the costs relating to properties held by the unit class.

Buy and sell spreads are calculated based on the actual or estimated costs the Fund may incur when buying or selling property, such as stamp duty and agents fees. They will be influenced by the Investment Manager's experience of the costs involved in trading these assets or the costs that the Fund has actually paid and will be reviewed whenever necessary to ensure they remain appropriate.

The buy and sell spreads are retained within the Fund and are not fees paid to the Trustee or the Investment Manager.

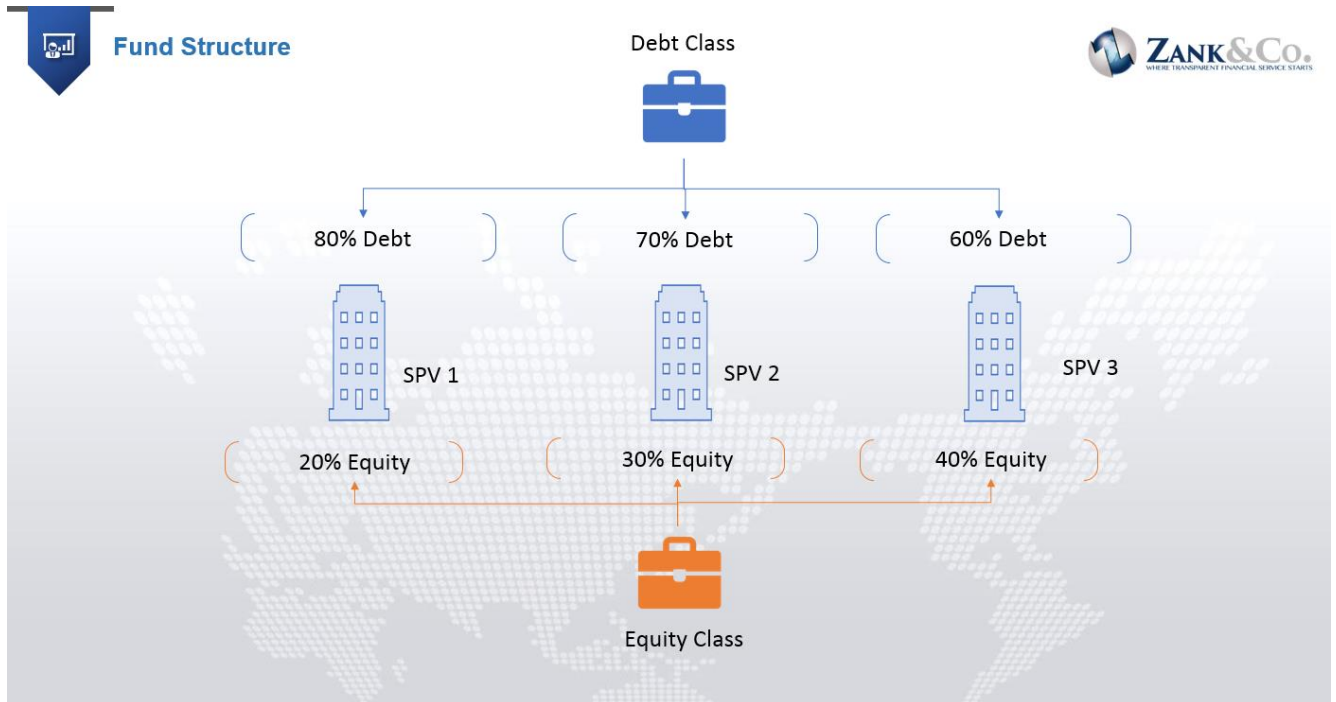
The buy and sell spreads may be updated from time to time and will be published online at www.zank.com.au

4. Debt Unit Class

4.1 Investment Structure

The Debt Unit Class has been established to provide debt funding to the special purpose companies or trusts that the Equity Unit Class invests in. It will provide junior debt while traditional banks will be used as a primary source of funding as the senior debt.

The below diagram is for illustrative purposes only and does not purport to show the exact ratio of debt or equity funding in the proposed portfolio.



The Investment Manager is targeting a return of 6% per annum (after fees and costs but before tax) (**Target Return**). This is a Target Return only and is not a forecast. Returns of capital and income are not guaranteed.

The Target Return is the maximum return per annum on an investment in the Debt Unit Class.

4.2 Investment Strategy

The Debt Unit Class has been established to provide debt funding to the special purpose companies or trusts (SPV) that the Equity Unit Class has invested in.

These loans will predominantly be secured by first and second mortgages. The Debt Unit Class will lend up to a combined loan to value ratio (LVR) of 80% to the SPV when combined with senior debt. The interest rate charged on the loans will generally be in the range of 8 to 10%. The Investment Managers aims to generally provide higher liquidity for the Debt Unit Class compared to the Equity Unit Class, therefore, the Debt Unit Class may also invest in the ZANK Income Fund, or be involved in direct business lending, in an effort to provide sufficient liquidity while generating a return for investors. Any direct business lending will not exceed 50% of the value of that particular business and will depend on that businesses ability to produce stable cashflow.

4.3 Ongoing Monitoring

The Investment Manager is responsible for the active and ongoing management of each loan. The Investment Manager will monitor that loan conditions are being satisfied, and interest on loans are paid on time, and instigate

remedial action where necessary. The Investment Manager will also track early risk indicators which include macro environment, market dynamics for mortgage-backed loan assets and financing, loan performance vs. projections, loan arrears, loan losses, rating upgrade/downgrades, material changes to a borrower's financials, changes to a borrower's management, and changes to servicing platform.

4.4 Distributions

Distributions are expected to be paid to Investors' nominated bank accounts as at the end of each calendar month, payable within 10 Business Days of the end of each month, subject to the Trustee's discretion to pay distributions sooner.

Distributions to Investors will take into account the number of Debt Units held each day within any distribution period.

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

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

4.5 Investor and Unit Class fees and costs

The table below sets out the fees and costs (excluding GST unless otherwise stated) that Investors or the Fund may be charged in respect of the Debt Unit Class. Further details regarding fees and costs are outlined in section 6.

Type	Amount	How and when paid
Account Fees		
Fees and charges incurred directly by each Investors on entry and exit		
Entry and Exit fee	None	Not applicable
Buy and sell spreads	None	Not applicable
Unit Class Fees		
Fees and costs paid by the Unit Class		
Investment Manager fees	The Investment Manager is entitled to a Management Fee of 1% per annum of the Debt Unit Class's gross asset value.	Paid to the Investment Manager monthly in arrears.
	The Investment Manager will be entitled to a Performance Fee of all income over the Target Return of 6% (net of fees). If, after payment of fees, operating costs and expenses and distributions to Unit Holders (capped at the Target Return of 6%) there is no surplus income, then the Manager will not receive a performance fee.	Paid to the Investment Manager quarterly in arrears.

5. Management of the Fund

5.1 The Investment Manager

ZANK & Company Pty. Ltd. (**ZANK**) is the Fund's investment manager and is responsible for marketing the Fund and managing the Fund's investments.

ZANK was founded in 2014. At that time, ZANK was operating as a mortgage broker but did not have any significant income or own any investment properties. Since the banks tightened up their lending policies in 2016, ZANK decided to launch its first managed investment scheme, ZANK Income Fund, that specialized in commercial lending. Thanks to the unique opportunity of the Australian lending market, ZANK Income Fund has performed well in the past few years, and it has been continuously generating stable income for all the investors since its inception. In 2018, ZANK launched the Hotel Fund that provides semi-fixed return to investors.

Since its establishment, ZANK has focused on fixed and semi-fixed income investment products with a **belief that stable and predictable investment returns are the most effective way to generate true wealth for investors**. ZANK continues to grow its funds under management across a robust portfolio with the goal of providing high yield stable return from property-based investment.

The Investment Manager has been appointed as a corporate authorized representative (No. 001276430) of ZANK Capital Ltd for the sole purpose of acting as an investment manager of the Fund.

The key personnel of the Investment Manager include:

- **CONGHAN HU**

Conghan Hu is ZANK's Managing Director and holds a double degree in both Finance and Computer Science. Conghan has 7 years' experience in managing investments across a range of asset classes, including property, foreign exchange and equities. Since 2016 Conghan and his team have been managing the ZANK Income Fund, a retail managed investment scheme, which has been generating stable returns to investors of more than 8.5% p.a since its inception.

- **EMILY HUANG**

Emily Huang has over 9 years' experience in asset management, having previously worked for HSBC China, Commonwealth Bank of Australia and Phillip Capital.

5.2 The Trustee

As the Fund's trustee, ZANK Capital Ltd will manage the Fund in accordance with the Trust Deed and its duties and obligations under Australian law and, importantly, will have regard to the best interests of Investors in all decisions that it makes with respect to the Fund.

6. Fees and Costs

6.1 Investor and fund fees and costs

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

Type	Amount	How and when paid
Account Fees		
Fees and charges incurred directly by each Investors on entry and exit		
Entry and Exit fee	Please refer to sections 3 and 4 for entry and exit fees specific to each segregated Unit Class.	
Buy and sell spreads	Please refer to sections 3 and 4 for entry and exit fees specific to each segregated Unit Class.	
Fund Fees		
Fees and costs paid by the Fund		
Investment Manager fees	Please refer to sections 3 and 4 for entry and exit fees specific to each segregated Unit Class.	
Trustee fees	The Trustee will be entitled to a fee equal to 0.5% per annum of the Fund's gross asset value. This fee will be apportioned pro-rata across all unit classes based on the respective GAV of each unit class.	Paid to the Trustee monthly in arrears from the commencement of the Fund.
Expenses	The Trustee or relevant party appointed by the Trustee is entitled to be paid or reimbursed for expenses associated with establishing and the operation of the Fund. See Section 6.3 for more information.	Paid to the Trustee or relevant party appointed by the Trustee as and when incurred.

6.2 Payment of fees and costs

The Investment Manager may pay the fees and costs of the Fund described above (other than performance fees) until such time as they are able to be paid from the assets of the Fund before paying any distribution to Investors, and may be reimbursed from the Fund for these payments at the Trustees discretion.

6.3 Expenses

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

The Trust Deed for the Fund contains a full description of the expenses the Trustee is entitled to be paid or reimbursed for. The Investment Management Agreement between the Trustee and Investment Managers sets out the expenses which the Investment Manager can properly claim from the Trustee.

6.4 Change to fees and other costs

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

6.5 Goods and services tax

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

6.6 Waiver, deferral or rebate of fees

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

7. Risks

All investments involve varying degrees of risk.

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

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

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

The risks described below are not exhaustive and whether a risk is specifically referred to in this section or not, that risk may have a material effect on the performance and value of the Fund.

Importantly, prospective Investors should note that the value of an investment in the Fund, and income received by Investors, may rise or fall and, consequently, Investors may suffer losses (including the loss of all of their capital investment in the Fund).

7.1 Market risk

Real estate valuations fluctuate and the value of real property is determined by market forces at any particular time. This may result in the value of the properties held by the Fund (**Properties**) increasing or declining in value. There is also a risk that if the Investment Manager wishes to sell a Property, the Property may not be able to be sold for its current valuation or there may be delays in selling the Property, due to property market conditions or other factors.

7.2 Environmental risk

Land contamination, the presence of hazardous materials, asbestos or other contaminants may be found on a Property and have an adverse impact on the Fund. Any of these risks, should they eventuate, may have an adverse effect on returns to investors.

7.3 Gearing risk

The Fund may have debt facilities and thus Investors may be exposed to gearing risk. Gearing can magnify gains but can also magnify losses and typically gearing increases the risk of the Investment.

7.4 Investment risk

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

7.5 Fund risk

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

7.6 General investment risk

The returns from investments in the Fund are affected by a range of economic factors, including changes in interest rates, exchange rates, inflation, general share and property market conditions, government policy (including

monetary and taxation policy and other laws), fluctuations in general market prices for property, shares, bonds and other tradeable investments and the general state of the domestic and world economies.

The value of Units can fall as well as rise due to circumstances affecting the economy generally, or to other factors which may affect the value of the infrastructure funds in which the Fund may invest.

7.7 Return risk

The Fund seeks to deliver returns to Investors. The Fund is targeting returns which are higher than interest paid on basic deposit products. However, Investors should note that an investment in the Fund is not an investment in an ADI (such as a bank) regulated by APRA and carries more risk than an investment in an ADI. As a general rule, higher potential returns have higher levels of uncertainty (high-risk) than investments with lower potential returns and low levels of uncertainty (low-risk).

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

The Target Return is not a forecast. The Fund may not be successful in meeting this objective and returns are not guaranteed.

7.8 Management risk

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

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

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

The Fund is relying on the ability of the Investment Manager to achieve its investment objectives. If the Investment Manager were not to continue in its role, the Fund may not be able to achieve these objectives.

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

7.9 Related party transactions

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

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

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

7.10 Diversification Risk

The Fund will be primarily investing in property markets in Australia and China. As such, the Fund may not be diversified by sector or geography and the Fund will be exposed to any events which have an adverse effect on the value of the underlying assets in the property sector in Australia and China.

7.11 Legal, regulatory and compliance risk

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

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

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

7.12 Liquidity risk

The Fund is an illiquid investment.

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

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

You should only consider an investment in this Fund if you are not likely to require access to your investment in the medium term (3 to 5 years).

7.13 Information not complete or accurate

The Trustee is not in a position to confirm the completeness, genuineness or accuracy of any information or data included in this IM. A significant amount of the material provided in this IM was supplied by third parties. This information has not been audited or independently reviewed.

7.14 Tax risk

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

7.15 Operating history

The Fund has no operating history upon which Investors may base an evaluation of its likely performance. The success of the Fund's investment activities will depend almost entirely on the Investment Manager's ability to carry out the proposed investment strategy successfully. While the Investment Manager has previous experience making and managing investments of the type contemplated by the Fund, a number of the targeted investment types could be considered to require detailed market and industry knowledge, and there can be no assurance that the Fund's investments will achieve the Target Return or will avoid a loss.

7.16 Fees and expenses

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

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

The Trustee and the Investment Manager expect to incur significant costs and expenses in seeking to source, evaluate, structure, negotiate, close, monitor and exit an investment including, but not limited to, financial, legal, technical, regulatory, commercial advisers, engaged to assist the Trustee and the Investment Manager in seeking to source, evaluate, structure, negotiate, close, monitor and exit the investment. There can be no assurance that the Fund will be successful in being able to recover these fees and expenses from a successfully closed investment. These amounts may be significant and could have an adverse impact on the return that Investors might otherwise realise.

7.17 Currency risk

The Fund's investments will be domiciled in Australian dollars and therefore the weakening of a country's currency relative to the Australian dollar will negatively affect the value of the Fund from the perspective of an international investor.

7.18 Thinly capitalised management

The Investment Manager does not have any material independent financial resources. If an action or claim is brought against the Investment Manager and such claim is not covered by the professional indemnity or directors' and officers' insurance policies arranged by or on behalf of the Investment Manager, the Fund cannot assure that the Investment Manager will have sufficient financial resources to cover any amounts payable under any such claim. The Fund is reserved to certain wholesale investors who are required to be aware of the risks involved in an investment such as the Fund and who accept that they will have recourse only to the Fund's assets in existence at any given time.

7.19 Cyber Security Risk

Investors should be aware that while the Trustee has implemented technologies, processes, and practices designed to protect its networks, devices, programs, and data (or Information Technology Systems) such Information Technology Systems may still be subjected to malicious attack, damage, or unauthorized access.

Such Information Technology Systems may include the storage of information concerning an Investor's identity, financial interests or other personal details provided to the Trustee in connection with their investment in the Fund.

In the event serious harm is a likely outcome of a breach of the Trustee's Information Technology Systems, the Trustee or Investment Manager (as may be required) will notify the affected individuals and recommend steps that ought to be taken in response to the breach. The Trustee may also be required to notify any regulatory authority as required by law.

7.20 Other risks

It is important to note that not all risks can be foreseen. It is therefore not possible for the Investment Manager to protect the value of the Fund's investment from all risks. Prospective Investors should ensure they obtain appropriate professional advice regarding the suitability of an investment in the Fund having regard to their individual circumstances, including investment objectives, their level of borrowings, their financial situation and individual needs.

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

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

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

8. Taxation information

Each Investor's taxation position will depend on their individual circumstance and Investors should seek their own taxation advice in relation to the taxation of income distributed by the Fund, whether interest, dividends, capital gains, etc.

8.1 Tax File Number and Australian Business Number

It is not compulsory for an Investor to quote a Tax File Number (TFN), claim a valid exemption for providing a TFN, or (in certain circumstances) provide an Australian Business Number (ABN). However, if an Investor does not provide a TFN, exemption or ABN, tax will be required to be deducted from the Investor's distributions at the highest marginal tax rate plus Medicare levy and any other applicable Government charges (currently 49%).

8.2 Stamp Duty on the transfer of Units

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

8.3 Foreign Account Tax Compliance Act (FATCA)

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

8.4 Common Reporting Standards (CRS)

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

9. Additional Information

9.1 Summary of material documents

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

1. Trust Deed
2. Investment Management Agreement

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

1. Trust Deed

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

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

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

The Trust Deed contains provisions about convening and conducting meetings of Investors. Under the Trust Deed, the Trustee may create different Unit classes which may have different rights and obligations. As at the date of this IM, there is no intention to create further Unit classes.

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

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

A copy of the Trust Deed is available for review by contacting the Trustee.

2. Investment Management Agreement

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

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

The Investment Manager is permitted to terminate the agreement in certain circumstances, such as if the Trustee ceases to be the trustee for the Fund.

9.2 Privacy

In applying to invest, you are providing the Trustee and the Investment Manager with certain personal details (your name, address etc.). The Trustee uses this information to establish and manage that investment for you.

Under the Privacy Act 1988 (Cth), you can access personal information about you held by the Trustee, except in limited circumstances. Please let the Trustee know if you think the information is inaccurate, incomplete or out of date. You can also tell the Trustee at any time not to pass on your personal information by advising it in writing.

If you do not provide the Trustee with your contact details and other information, then it may not be able to process your application to invest.

Under various laws and regulatory requirements, the Trustee may have to pass-on certain information to other organisations, such as the Australian Tax Office or the Australian Transaction Reports and Analysis Centre.

By applying to invest, you give the Trustee permission to pass information it holds about you to other companies which are involved in helping it administer the Fund, or where they require it for the purposes of compliance with AML/CTF law or in connection with the holding of Application Money. The Trustee may also use your information to provide you with details of future investment offers made by it or the Investment Manager.

9.3 Complaints handling

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

The Complaints Officer
ZANK Capital Ltd
Level 2, 115 Collins Street
Melbourne VIC 3000

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

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

9.4 Anti-money laundering law

The Trustee is required to comply with the Anti-Money Laundering and Counter Terrorism Financing Act 2006 (“AML/CTF Law”). This means that the Trustee will require potential Investors to provide personal information and documentation in relation to their identity when they invest in the Fund. The Trustee may need to obtain additional information and documentation from Investors to process applications or subsequent transactions or at other times during the period of the investment.

The Trustee may need to identify:

- (a) an Investor prior to purchasing Units in the Fund. The Trustee will not issue Units until all relevant information has been received and an Investor’s identity has been satisfactorily verified; and
- (b) anyone acting on behalf of an Investor, including a power of attorney.

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

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

9.5 Transfer of Units

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

Under the Trust Deed, the Trustee has the discretion to refuse the transfer of Units and is not obliged to accept a transfer of Units. Please note that a transfer of Units may have taxation consequences.

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

9.6 Consents

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

- Zank & Company Pty. Ltd.

10. Glossary

ADI	Authorised deposit-taking institution
AFSL	Australian financial services licence
Application Form	The application form included in or accompanied by this IM
Application Money	The money paid by an applicant for Units
APRA	Australian Prudential Regulation Authority
ASIC	Australian Securities and Investments Commission
ASX	The Australian Securities Exchange Limited
Business Day	A day on which banks are open for business in Melbourne, except a Saturday, Sunday or public holiday
Corporations Act	Corporations Act 2001 (Cth) for the time being in force together with the regulations of the Corporations Act
Financial Services	The meaning given to that term in the Corporations Act
Fund	ZANK Property Fund, established pursuant to the Trust Deed
GST	Goods and Services Tax as defined in A New Tax System (Goods and Services Tax) Act 1999, as amended
IM	This information memorandum
Investment Management Agreement	The investment management agreement between the Trustee and the Investment Manager dated on or about the date of this IM
Investment Manager or ZANK	ZANK & Company Pty. Ltd. ACN 167 559 364, a corporate authorised representative (No. 001276430) of ZANK Capital Ltd ACN 106 064 644 AFSL 246943
Investment Options	Investment options provided by the Fund to Investors with each investment option offering different rights and returns
Investor	A holder of Units
Minimum Investment Amount	The Minimum Investment Amount is \$500,000 subject to the Trustee's absolute discretion to accept applications for lesser amounts
Minimum Investment Term	The length of time which an Investor must hold Units before they are eligible to make a Withdrawal Request, being 12 months as at the date of this IM
Offer	The offer under this IM to acquire Units
Qualifying Investor	The Offer is only available to persons who, if they reside in Australia, are a wholesale client as defined in section 761G of the Corporations Act
Target Return	A Target Return which the Investment Manager is aiming to pay to investors each year, being above the rate specified in section 1 for the specific unit class, which may be comprised of income or a return of capital
Trust Deed	The trust deed establishing the Fund dated 1 st March 2020 as amended from time to time
Trustee or ZANK Capital	ZANK Capital Ltd ACN 106 064 644 AFSL 246943
Unit	A Unit in the Fund
Unit Price	The price per Unit as calculated from time to time in accordance with the Trust Deed
Withdrawal Request	A withdrawal request by an Investor to withdraw from the Fund

11. How to Apply for Units

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

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

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

**ZANK Property Fund
ZANK Capital Ltd
Level 2, 115 Collins Street
Melbourne, Victoria 3000
Australia**

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

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

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

All application monies received in relation to the Offer will be held in the account of the Trustee until allotment.

Any interest earned on application monies will be retained by the Trustee and will not form part of the Fund's assets.

Schedule- Offering legends

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

AUSTRALIA

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

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

Corporate Directory

INVESTMENT MANAGER

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Level 2, 115 Collins Street
Melbourne Victoria 3000
Telephone: 1300 501 817
Email: invest@zank.com.au

TRUSTEE

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