



Zenobia Capital Fund

Unit Class J11

Information Memorandum

Issuer:

Zenobia Capital Pty Ltd

ACN 611 171 692

AFSL 487 355

Important information

Trustee and issuer

This is an Information Memorandum (**IM**) for Unit Class J11 of the Zenobia Capital Fund (**Fund**) (hereinafter, all references to the Fund relate to Class J11 units only) and is dated 28 November 2023. This IM contains the offer (Offer) for the issue of units (**Units**) in J11 Class Units in the Fund.

Zenobia Capital Pty Ltd ACN 611 171 692 (**Trustee, us, we and our**) is the issuer of this IM. We hold AFS Licence 487 355, issued by ASIC, which authorises us to act as trustee of the Fund.

Capitalised terms in this IM have the meaning given to them in the Glossary of Terms in **Section 2** unless the context requires otherwise.

Capital and investment risk

An investment in the Fund is an investment in an unregistered managed investment scheme. An investment in the Fund is not a bank deposit, bank security or bank liability, and is subject to investment risk, including the loss of, or delays in the payment of, income or capital.

Neither the Trustee, its related bodies corporate or any of their respective directors or officers, guarantee the repayment of capital from the Fund or the investment performance of the Fund. Investments in the Fund are not guaranteed or underwritten by the Trustee, its related bodies corporate or any of their respective directors or officers.

In particular, some of the risks involved with an investment in the Fund are considered in Section 5.2.

Reliance on IM only

No person is authorised by us to give any information or to make any representation in connection with the offer of Units to you that is not contained in this IM.

Any information or representation not contained in this IM cannot be relied upon as having been authorised by us.

The issue of this IM is authorised solely by us and none of our subsidiaries or related bodies corporate are responsible for any statement or information contained in this IM.

Updated information

Neither the delivery of this IM nor any offer or issue of Units in the Fund implies or is a representation or warranty that there has been no change since the date of this IM in the affairs or financial condition of the Fund or that the information provided in this IM remains correct at any time after that date.

Units cannot be issued unless you use the Application Form accompanying this IM or via our website at zenobiacapital.com.au. The Application Form contains a declaration that you have personally received the complete and unaltered IM prior to completing the Application Form.

You should read this IM in its entirety before completing the Application Form.

Offer restrictions

This IM is intended only for “wholesale clients” (as defined under section 761G of the Corporations Act). This document is not a disclosure document or product disclosure statement for the purposes of the Corporations Act and has not been, and is not required to be, lodged with ASIC. This IM has not been prepared to the same level of disclosure required for a product disclosure statement or prospectus.

The Offer under this IM is also only available to Wholesale Clients receiving the IM within Australia. The distribution of this IM in jurisdictions outside Australia may be restricted by law and persons who come into possession of it should seek advice on and observe any such restrictions. This IM does not constitute an offer to any person to whom, or in any place in which, it would be illegal to make that offer.

No personal financial product advice

The information contained in this IM is general information only and does not take into account your individual objectives, financial situation or needs. You should review this IM carefully and assess whether the information is appropriate for you and talk to a financial adviser before making an investment decision.

Confidential

This IM has been or will be provided to recipients for the purpose of providing them with information relating to the investment opportunity more particularly described in this IM. This IM (and the information contained in it) is confidential. It is not intended for, and should not be distributed to, any person other than as permitted. The recipients agree that they will not transmit, reproduce or make available the IM to anyone other than to their professional advisers. Any such disclosure to the advisers of the recipients must be on a confidential basis for the purposes only of assessing the information contained in the IM. If requested by us in writing, the recipients must immediately return to us this IM and all other information subsequently provided immediately unless a recipient has made a successful application for Units.

General information only

The information contained in this IM is general information only and does not take into account your individual objectives, financial situation or needs. You should review this IM carefully and assess whether the information is appropriate for you and talk to a financial adviser before making an investment decision. All investors are advised to obtain independent legal and taxation advice in regard to an investment in the Fund.

We have included relevant information for the Offer in this IM which may not be all of the information you require to evaluate an investment in the Fund. We recommend you make your own enquiries to verify the information contained in this IM and to determine the suitability of an investment in the Fund according to your personal investment objectives, financial situation, and particular needs.

Forward looking statements and estimates

Certain statements and estimates in this IM constitute forward-looking statements. Any forward-looking 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. Forward looking statements should be read in conjunction with, and are qualified by reference to, the risk factors set out in **Section 5.2**.

Additional personal information

We may require further information from you from time to time to comply with our obligations under the Anti Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), the Foreign Account Tax Compliance Act and the Common Reporting Standard. By applying for Units under this IM, you undertake to provide us with all additional information and assistance that we may reasonably require.

Privacy Act

Please read the privacy statement in **Section 7.12**. By signing and returning the Application Form you consent to the matters outlined in that statement.

Illustrations and currency

Any assets depicted in photographs in this IM are for indicative purposes only and are not assets of the Fund unless otherwise noted.

All references in this IM to '\$' are references to Australian dollars unless stated otherwise.

Enquiries

If you have any questions or require assistance with completing the Application Form or additional copies of the IM, please contact us on 1300 613 704.

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1. Key Investment Features

The following table summarises the key features of an investment in the Fund and provides section references for further information. You should read this IM and its associated Supplementary Information Memorandum in full to properly understand your investment in the Fund.

Description	Summary	Section																					
Key entities involved in the Fund																							
<i>Trustee</i>	Zenobia Capital Pty Ltd ACN 611 171 692, holder of AFS Licence number 487 355	3.3																					
Key features																							
<i>Investment objective</i>	<p>The objective of the Fund is to provide regular monthly distributions to investors at a target distribution rate set out in the Target Return section below (pre-tax, post fees).</p> <p>Please note, this is an objective and not a forecast: no returns are guaranteed.</p>	4.1																					
<i>Investment strategy</i>	<p>The Fund will acquire Notes issued by Jacaranda Finance Pty Ltd (Jacaranda Finance) that are backed by consumer credit contracts issued by Jacaranda Finance under its' Australian Credit License 456 404.</p> <p>The Notes will be secured against a portfolio of loans that is in line with the following characteristics and meets stringent eligibility criteria:</p> <table border="1"> <thead> <tr> <th></th> <th>Loan Characteristic</th> <th>Restriction</th> </tr> </thead> <tbody> <tr> <td>Medium Amount Credit Contract (MACC)</td> <td>Range of contract exposures (9 months to 24 months)</td> <td>5% to 60%</td> </tr> <tr> <td>Large Amount Credit Contract (LACC)</td> <td>Range of contract exposures (12 months to 60 months)</td> <td>40% to 95%</td> </tr> <tr> <td>Cover Value</td> <td>Minimum Cover Value</td> <td>125%</td> </tr> <tr> <td>Arrears receivables</td> <td>All loans greater than or equal to sixty (60) days in arrears cannot be included in the Cover Value</td> <td>60 Days</td> </tr> <tr> <td>Single exposure</td> <td>Maximum exposure to a single underlying borrower, excluding any capitalised interest</td> <td>\$50,000</td> </tr> <tr> <td>Loan tenor</td> <td>Maximum Exposure to Receivables with original terms greater than 36 months</td> <td>10%</td> </tr> </tbody> </table>		Loan Characteristic	Restriction	Medium Amount Credit Contract (MACC)	Range of contract exposures (9 months to 24 months)	5% to 60%	Large Amount Credit Contract (LACC)	Range of contract exposures (12 months to 60 months)	40% to 95%	Cover Value	Minimum Cover Value	125%	Arrears receivables	All loans greater than or equal to sixty (60) days in arrears cannot be included in the Cover Value	60 Days	Single exposure	Maximum exposure to a single underlying borrower, excluding any capitalised interest	\$50,000	Loan tenor	Maximum Exposure to Receivables with original terms greater than 36 months	10%	4.2
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Description	Summary	Section
<i>Investment Term</i>	<p>Two (2) years.</p> <p>The Trustee will seek to make withdrawal offers to all investors who have held units for a minimum of 12 months.</p> <p>Investors may then make a written withdrawal request prior to the conclusion of the Investment Term. Investors are required to hold their investments for at least 12 months. A Unit may not be redeemed until 12 months after the date it was issued. A Withdrawal Fee of 0.1% applies to amounts redeemed prior to the conclusion of the Investment Term. The Withdrawal Fee will be waived on investments held for greater than 24 months.</p> <p>The Trustee will use its best endeavours to ensure that a written withdrawal request received during a calendar month will be processed within 90 days.</p> <p>If the Trustee is unable to satisfy all redemption requests within a calendar quarter as a result of not being able to sufficiently realise underlying secured Notes issued by Jacaranda Finance, the Trustee may reduce the number of Units redeemed on a pro-rata basis. The unredeemed portion of the relevant redemption requests are carried forward to the next calendar quarter.</p> <p>Please note, the Fund is illiquid. There are many factors which can affect the Trustee's ability to satisfy redemption requests prior to the conclusion of the Investment Term and to make and fund withdrawal offers.</p>	4.3; 7.5
<i>Entry and exit prices</i>	<p>The application price for a Unit in each Unit Class is \$1.00. The withdrawal price for each Unit is generally \$1.00 unless there is a default by the Note Issuer in which case the Unit Price will be calculated in accordance with the provisions of Section 7.3(b).</p>	7.3
<i>Target Return</i>	<p>Eleven (11) per centum per annum (All returns are pre-tax, post fees).</p> <p>Please note, this is a target and not a forecast. No returns are guaranteed.</p>	
<i>Risk / return profile</i>	<p>High — the potential for higher returns than lower risk investments, however, there is also the higher potential for below-average returns and/or loss of capital.</p> <p>Investors should not invest in the Fund unless they understand and are comfortable with the risks associated with investing in the Fund.</p>	5.2
<i>Risks</i>	<p>An investment in the fund is subject to risks including but not limited to the following: (1) liquidity risk; (2) investment risk; (3) return risk; (4) related party risk; and (5) concentration risk.</p>	5.2
<i>Distributions</i>	<p>Distributions will be paid monthly, within ten (10) Business Days after the last day of each month.</p>	7.6

How much do you need to invest and transact?		
<i>Minimum initial investment</i>	\$250,000	7.2(a)
<i>Minimum balance</i>	\$100,000	
<i>Minimum withdrawal</i>	\$100,000	7.5
How to invest		
To invest, complete the Application Form - available by contacting us on 1300 613 704.		
What fees will you pay?		
<i>Management costs</i>	Two (2) per centum of the net asset value of the Fund.	6.1; 6.2
<i>General Expense recoveries</i>	Nil – although extraordinary expenses may be recoverable by the Trustee.	6.2
Additional information		
<i>Who may invest?</i>	The Offer is open to all types of Wholesale Client investors, including self-managed superannuation funds, individuals, companies and trusts.	7.1
<i>Cooling-off</i>	There are no cooling-off rights associated with an investment in the Fund.	7.2(b)
<i>Reporting to investors</i>	You will receive the following by email: (a) confirmation of your investment; and (b) an annual taxation summary.	7.8
<i>Tax</i>	Investing in the Fund may have taxation consequences for you. We recommend you seek professional tax advice before investing in the Fund.	7.9
<i>How to contact us?</i>	Call 1300 613 704 or email us at hello@zenobiacapital.com.au .	

2. Glossary of Terms

ACL	Australian credit licence.
AFS Licence	an Australian financial services licence issued by ASIC.
Application Form	the application form that accompanies this IM.
Application Money	the money payable by an applicant on submitting the Application Form.
Application Price	\$1.00 per Unit.
ASIC	the Australian Securities and Investments Commission.
Associate	includes a company officer of the Trustee, a related body corporate and any company officer of the related body corporate.
Australian ADI	Australian authorised deposit-taking institution
Bad Debt	is a receivable's principal loss (being advanced lending and any capitalised interest, less principal repayments received on that loan) that is unrecoverable after exhausting all avenues of recovery.
Business Day	a day other than a Saturday, Sunday or public holiday in Brisbane, Queensland.
Constitution	the constitution for the Fund.
Corporations Act	the Corporations Act 2001 (Cth).
Cover Value	means the value of loans and other security, expressed as a percentage of the Note value, to be held as assigned security.
Credit Provider	a firm which provides credit to individual or business borrowers in Australia. In this IM the credit provider is Jacaranda Finance Pty Ltd, the holder of an Australian credit licence.
Directors	the directors of the Trustee, from time to time.
Fund	Zenobia Capital Fund.
IM	this information memorandum.
Investment Term	Means two (2) years.
Investor	a member of the Fund.
Jacaranda Finance	Jacaranda Finance Pty Ltd ABN 53 162 078 195 Australian Credit Licence no. 456 404.
LACCs	Personal loans, referred to as large amount credit contracts.
Loan Portfolio	means the portfolio of loans funded by the capital received from the Noteholder.
MACCs	Medium amount credit contracts.

Notes	Interest bearing Debt instruments issued by Jacaranda Finance and held as investments of the Fund.
Noteholder	means, in relation to any Note, the person registered or entitled to be registered as the holder of the Note.
Offer	the offer of Units made in this IM.
Percentage of Bad Debt	Calculated as the twelve (12) month moving average of the quantum of the Bad Debt divided by the twelve (12) month moving average of the principal loaned by Jacaranda Finance.
Related Parties	Where a company has a common majority shareholder and/or common directors then the entities are considered Related Parties.
Trustee, us, or and we	Zenobia Capital Pty Ltd ACN 611 171 692 AFSL 487 355.
Unit	a unit in the Fund.
Unit Class	J11 Class of Units in the Fund.
Wholesale Client	has the meaning given in section 761G of the Corporations Act.
Withdrawal Price	the price at which Units are redeemed. This price rises and falls with changes in the value of the underlying assets held in the Fund.
you and your	a person who subscribes for and is issued a Unit.
Zenobia Capital	the Trustee.

3. The Fund structure and key entities involved in the Fund

3.1. Fund structure

The Zenobia Capital Fund has been established to assist Australian based credit providers to raise funds in order to finance their lending activities. The Fund offers returns to investors commensurate with the risk profile of the relevant credit provider's credit activities.

The Fund is a unit trust established by the Constitution. It is an unregistered managed investment scheme structured as a unit trust.

Under a managed investment scheme, investors' funds are pooled with those of other investors to facilitate larger scale investments. Investors hold units in the scheme which represent a proportional entitlement in the assets of the scheme based on the amount invested and the application price of the units at the time of entry to the scheme. No unit confers an interest in a particular part of the scheme or in any particular asset within a loan pool. The unit price reflects the value of the assets in the scheme and may increase or decrease over time with the value of the underlying assets. When you redeem your investment, the units you hold in the scheme are redeemed by the trustee.

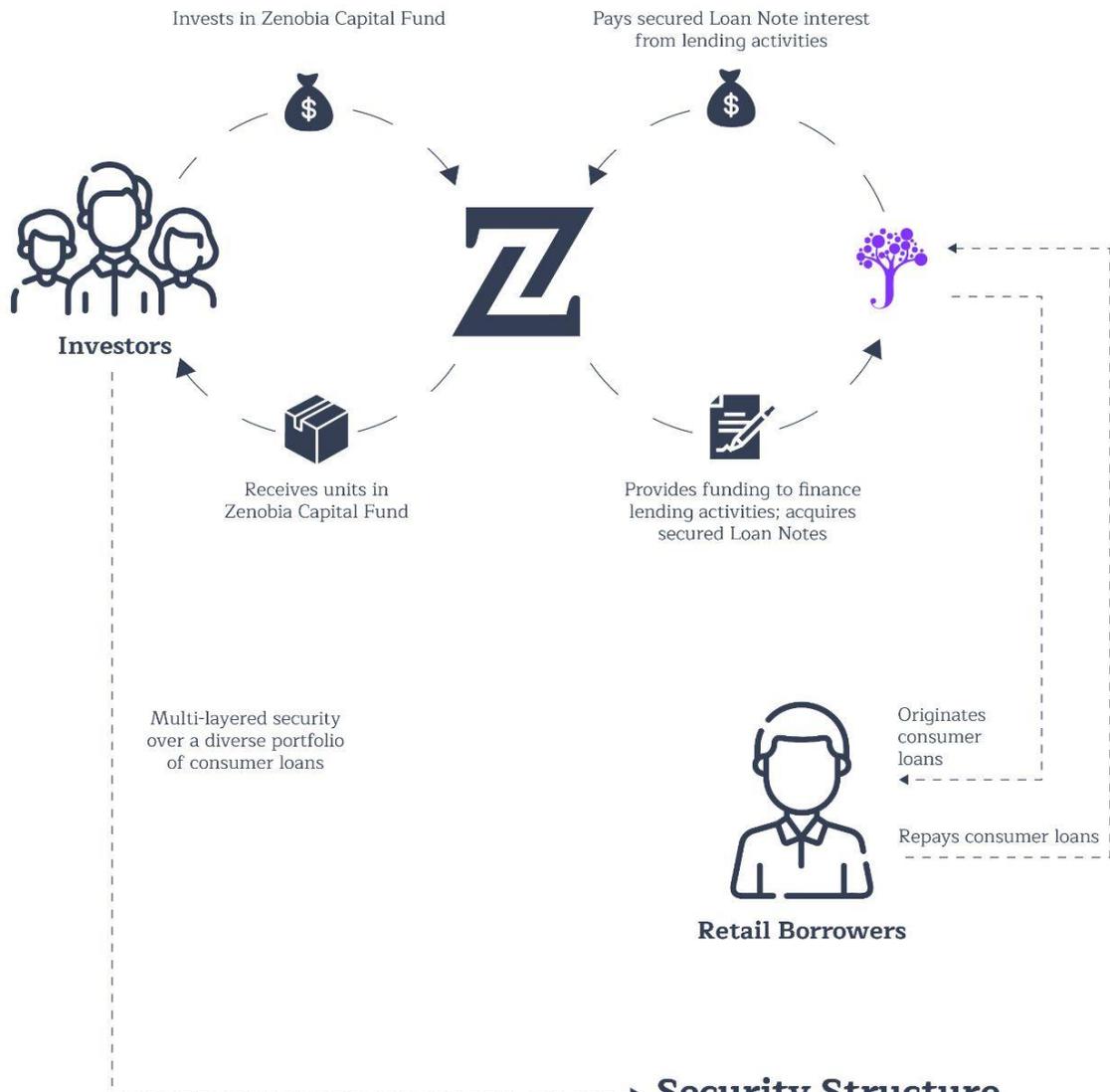
The Fund has been structured to allow investors to select a specific investment opportunity in which to gain exposure.

Investors will be given an opportunity to invest in a class of Units of the Fund, with each class of Units having rights to income and capital referable to the investments representing the funding being provided to specific credit providers. Information in relation to each investment is outlined in the relevant Zenobia Capital Information Memorandum for that class of Units.

This Information Memorandum relates to the offer of unit classes which invest in debt instruments (Notes) issued by Jacaranda Finance Pty Ltd and funds raised will be used to finance Jacaranda Finance's regulated lending activities. (Refer to **Section 3.4** for information on Jacaranda Finance Pty Ltd)

3.2. Investment Relationships

The relationships regarding the Fund can be diagrammatically represented as follows:



Security Structure

- 
 - **Managed investment scheme**
Zenobia Capital holds AFS Licence 487 355, issued by ASIC, which authorises us to act as trustee of the Fund in accordance with strict licensing requirements and general trust law.
- 
 - **Portfolio of NCCP loans and/or cash holdings**
Loan Notes are secured against a diversified portfolio of consumers loans which is updated daily and subject to stringent covenants.
- 
 - **General Security Agreement**
Jacaranda Finance has granted an All Present and After Acquired Property security interest to Zenobia Capital (on behalf of the Fund)

3.3. Key Entities - the Trustee

(a) About

Zenobia Capital Pty Ltd is a proprietary company which holds AFS Licence number 487 355.

(b) Role

The Trustee's AFS Licence authorises it to operate the Fund as an unregistered management investment scheme. As trustee, it is responsible for the day-to-day operation of the Fund in accordance with its AFS Licence, the Constitution and general trust law. It is responsible, for example, for making investment decisions, unit pricing and investor reporting, but it may delegate its duties to agents and other service providers.

As trustee for the Fund and as an AFS Licensee, the Trustee must:

- (i) act honestly;
- (ii) exercise the degree of care and diligence that a reasonable person would exercise if they were in the Trustee's position;
- (iii) act in the best interests of investors and if there is a conflict between investors' interests and our interests, give priority to investors' interests; and
- (iv) treat investors who hold interests of the same class equally and investors who hold interests of different classes fairly.

3.4. Key borrowing Entity - Jacaranda Finance

Jacaranda Finance Pty Ltd ABN 53 162 078 195 is a related party of the Trustee, Zenobia Capital. The three directors of Jacaranda Finance are also the directors of Zenobia Capital. The shareholders of Zenobia Capital are also the beneficial owners of Jacaranda Finance.

Jacaranda Finance was established in 2013 and holds Australian credit licence no. 456 404. Jacaranda Finance provides consumer credit contracts including medium amount credit contracts (MACCs) and personal loans (LACCs). These products are regulated under the National Consumer Credit Protection Act 2009. A MACC is a loan which varies in length from 16 days to 2 years and from \$2001 to \$5000 and a LACC is a loan which is greater than \$5,000 (LACCs).

Jacaranda Finance will also consider expanding the product offering to other forms of credit if those products fit the risk profile and achieve a similar rate of return. This could include secured motor vehicle finance.

Repayments are withdrawn from borrowers' bank accounts via direct debit on the day that they receive their pay from their employer. Over the past three financial years, MACCs and LACCs originated by Jacaranda Finance have a running Percentage of Bad Debts of less than five and a half (5.50) per centum. Please note, past performance is not generally indicative of future performance.

The application process is online and available 24 hours a day, 7 days a week. Jacaranda Finance typically makes the decision to lend and sends the funds in less than 60 minutes from the time the application is assessed and approved.

The Trustee intends to invest the capital it raises into secured Notes issued by Jacaranda Finance. Notes will be secured against cash holdings or the pool of loans for which the investment monies are deployed. Details of the pool of loans supporting each Note is documented in the Investment Strategy section of the Key Investment Features (**Section 1**). A summary of the terms of the Note Deed Poll and the Specific Security Deed on which the secured Notes will be issued is contained in **Section 7.15(b)**.

4. The Fund's Investments

4.1. Investment Objective

The objective of the Fund is to provide regular distributions to investors at a target distribution rate set for each class of Units (pre-tax, post fees). Please note, this is a target and not a forecast. No returns are guaranteed.

4.2. Investment Strategy

The Fund will invest in secured Notes issued by Jacaranda Finance to fund their participation in the medium and personal loan segment of the consumer credit market. The investments the Fund will make will involve the acquisition of secured Notes issued by Jacaranda Finance with a loan duration of 2 years and then redeemable on demand.

The Notes issued to support the Fund have a distinct and identifiable pool of loan assets assigned to them and those loans, together with any unutilised cash, provide the security for the Jacaranda Finance Note issue.

The Notes that Jacaranda Finance will issue will be for a face value of \$1.00 per Note. Interest on the Notes will be payable in accordance with the terms issued to the Fund.

Information outlining the mix of loan types supporting the Notes is set out under the Investment Strategy section contained in the Key Investment Features section of this IM (**Section 1**).

4.3. Investment Timeframe

The Fund offers one Investment Term option of two (2) years. This Investment Term should not be considered personal advice.

Our ability to make withdrawal offers is materially affected by a range of factors including having sufficient cash available from the Fund's investments to make such offers. We therefore cannot guarantee that we will be able to satisfy redemption requests after the Investment Term or at any time.

Investors are required to hold their investments for at least 12 months. A Unit may not be redeemed until 12 months after the date it was issued. A Withdrawal Fee of 0.1% applies to amounts redeemed prior to the conclusion of the Investment Term. The Withdrawal Fee will be waived on investments held for greater than 24 months.

Our ability to make withdrawal offers is materially affected by a range of factors including having sufficient cash available from the Fund's investments to make such offers. We therefore cannot guarantee that we will make withdrawal offers after the Investment Term or at any time.

The Trustee will use its best endeavours to ensure that a written withdrawal request received during a calendar month will be processed within 90 days.

If the Trustee is unable to satisfy all redemption requests within a calendar quarter as a result of not being able to sufficiently realise underlying secured Notes issued by Jacaranda Finance, the Trustee may reduce the number of Units redeemed on a pro-rata basis. The unredeemed portion of the relevant redemption requests are carried forward to the next calendar quarter.

Please note, there are many factors which can affect the Trustee's ability to satisfy redemption requests and make and fund withdrawal offers.

5. Key Risks

5.1. Risks of Investing in the Fund

(a) Investment Risk Generally

Before deciding whether to invest in the Fund, it is important that you understand the risks that can affect your investment. All investments are subject to risk, and investments may not perform as expected resulting in a loss of capital or income to investors. In particular, you should understand that:

- (i) different investment strategies carry different levels of risk depending on the assets that make up the strategy;
- (ii) assets with the highest long-term returns may also carry the highest level of short-term risk;
- (iii) the value of your investment may go up and down;
- (iv) returns are not guaranteed;
- (v) you may lose money; and
- (vi) previous returns are not necessarily indicative of future performance.

You should give consideration to the risk factors in this section, as well as the other information contained in this IM before making a decision to invest in the Fund.

(b) Specific Fund Risks

(i) Income Risk

Investments made by way of loan like investments that carry a regular coupon payment are subject to Income Risk. Income risk arises primarily from a failure of the issuer of the Note to make agreed interest payments when due. The Fund's monitoring of the financial performance of the Note issuer is designed to reduce this risk. Failure of the Note issuer to pay interest on time is a risk to the income of Investors. The Trustee does not underwrite the payment of interest to Investors during the term of the Fund.

(ii) Return Risk

This is the risk that the underlying performance of the loans securing the Notes may not be able to provide an adequate return and hence the Fund may not be able to return its target distribution to its investors. The Fund's monitoring of the arrears and defaults of loans securing the underlying Notes seeks to reduce this risk. An investment in the Fund is not the same as depositing money in an account with a bank and is riskier than depositing money in a term deposit with a bank. An investment in the Fund is also not covered by the depositor protections available to depositors that make a deposit with an Australian ADI. Returns are not guaranteed.

(iii) Regulatory Risk

The entities that issue the Notes in which the Fund will invest issue loans that may be, unsecured, smaller, of a shorter duration and attract a higher fee or interest rate than standard secured loans usually offered by a bank. As a result, they have attracted attention from government regulators and consumer advocates who have argued for tighter regulation and a reduced fee structure. While the government has resolved to introduce limits on SACC lending, there is a risk there will be further regulation to limit the amount a consumer can be charged which could affect the ability of the Fund to meet its investment return objective.

This can be mitigated by structuring the Notes to focus on MACCs, LACCs or other credit products that meet the risk profile and rate of return objectives under the Information Memorandum.

Further, changes in laws (including taxation laws) or their interpretation, including changes in the practice and policy of regulators, may have a negative impact on the Fund. In addition, if the AFSL of the Trustee or the ACL of Jacaranda Finance is suspended or revoked, then this could impact adversely on the Fund.

(iv) Concentration Risk

The Fund will invest the capital it raises in Notes issued by a specific entity (in the case of Class J11 units, Jacaranda Finance) which are secured against a portfolio of loans to their clients. Jacaranda Finance is a related entity of the Trustee and participates in the consumer credit loan segment of the credit market. It will use the funds it receives from the Fund to further participate in the small, medium and larger amount loans segment of the market. While this segment can be especially profitable with a lower overall default risk due to the spread of loans over thousands of borrowers, all the loans for a particular Class of Unit are potentially being made by one entity, Jacaranda Finance. The Fund will therefore depend on the performance of Jacaranda Finance to be able to lend and collect interest and principal repayments from its borrowers, and this risk is not borne across different lenders.

(v) Defaults by Underlying Borrowers

Investors should Note the Trustee believes it is inevitable that some of Jacaranda Finance's loans will become delinquent as a result of borrowers' failure or inability to pay, despite diligent credit assessment measures undertaken by Jacaranda Finance. Therefore, Investors should be aware the Fund will bear some risk in this regard. If defaults were to occur on a larger than expected scale, there may be a negative effect upon the Fund's returns as a result of Jacaranda Finance's borrowers' failure or inability to repay their loans impacting on Jacaranda Finance's ability to pay the coupon rate and principal repayments under the unsecured Notes it issues to the Fund.

(vi) Related Parties & Conflicts of Interest

The Trustee has significant roles and responsibilities in relation to the Fund. The shareholders of the Trustee hold a beneficial interest in Jacaranda Finance – which makes them Related Parties. There is a risk that decision-making between the entities may not be impartial. This may adversely affect the viability of the Fund. Related Party arrangements and conflicts of interest are recorded and are hereby disclosed by the Trustee. Where the interests of investors might be impacted by decisions arising from Related Party entities, the Trustee Conflicts of Interest Policy directs that the Trustee must seek to ensure that the interests of investors are placed ahead of the interests of the Trustee or Jacaranda Finance.

(vii) Key Person Risk

Jacaranda Finance and the Trustee have a small number of executives that are regarded as key to the growth and stability of their organisation. While the loss of one or more key executives can, over time, be replaced, short term disruption to the business of Jacaranda Finance and its related entities could result and as such the performance of the Fund may be adversely impacted.

(viii) Operational & Procedural Risk

The success of the Fund is dependent upon the operational stability of the Fund, in particular the operating and administration procedures and operational controls established by the Trustee. Many of the operational functions have been outsourced to Jacaranda Finance, a related entity. A breakdown in the administrative procedures or operational controls may cause a disruption of day-to-day Fund operations. Such interruptions may arise internally through human error or technology and infrastructure failure or possible external events

such as natural disasters or regulatory changes. Whilst procedures to address such occurrences are in place and the procedures are monitored, these risks cannot be mitigated entirely.

(ix) Cyber Risk

A cyber attack may result in disruption of services or data and privacy breaches as a result of hacking. Hackers can be sophisticated criminal gangs whose purpose is to redirect funds for their own use. The Trustee, Jacaranda Finance and its related entities will monitor and enhance systems to detect, manage and mitigate cyber-attack.

(x) Liquidity Risk

The Fund will be illiquid. This means The Trustee can only make withdrawal offers if there are sufficient assets available to it to satisfy any withdrawal requests. The availability of assets is primarily affected by the returns the Fund receives from its investments, in particular, the payment of coupon amounts by Jacaranda Finance and repayment of secured Notes on maturity.

You should be aware that whilst you may transfer your Units in the Fund to a buyer, there is no secondary market for Units. Please refer to **Section 7.5** for more information about redemptions.

5.2. General Fund and Investment Risks

(a) Compliance Risk

If we fail to comply with our AFS Licence conditions or the Constitution, it will likely have an adverse impact on you and the value of your investments. In particular, this may occur if ASIC take action to:

- (i) wind up the Fund; or
- (ii) remove us as the trustee.

(b) Inflation Risk

Inflation risk refers to the risk an investor faces of losing the purchasing power of capital invested. Although the nominal value invested may remain, positive inflation will progressively reduce its value relative to what can be purchased by each dollar over time.

(c) Regulatory Risk

There is a risk that changes to the regulatory environment for financial services or the finance industry may, either directly or indirectly, affect the value of the investment in the Fund.

(d) Taxation Risk

- (i) Australian tax laws are constantly in a state of flux with the introduction of various taxation amendments which may affect you.
- (ii) Tax liability is your responsibility. We are not responsible for the taxation consequences of an investment in the Fund. You should consult your own taxation adviser to ascertain the tax implications of your investments. See **Section 7.9** for further information.

(e) Macroeconomic Risk

The general state of the Australian and international economies, as well as changes in taxation, monetary policies, interest rates and statutory requirements may have a negative impact on the Fund's performance and on the value of your investment.

6. Fees and Other Costs

6.1. Fees and Other Costs

- (a) This document 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 Fund assets as a whole.
- (b) Taxes are set out in another part of this document (refer to **Section 7.9**).
- (c) You should read all the information about fees and costs because it is important to understand their impact on your investment.

Type of fee or cost	Amount	How and when paid
Fees when your money moves in or out of the Fund		
<i>Establishment fee</i> The fee to open your investment	Nil	Not applicable
<i>Contribution fee</i> The fee on each amount contributed to your investment	Nil	Not applicable
<i>Withdrawal fee</i> The fee on each amount you take out of your investment prior to the Investment Term	0.1%	Deducted from the gross value of the redemption amount
<i>Exit Fee</i> The fee to close your investment	Nil	Not applicable
Management costs Please refer to 'Management Costs' in Section 6.2(a) below for further details.		
<i>The fees and costs for managing your investment</i>	<p>The management costs of the Fund consist of:</p> <p>Management fees 2%</p> <p>Expense recoveries Nil Only extraordinary expenses will be recoverable from the Fund.</p>	<p>The Management Fee will:</p> <ul style="list-style-type: none"> ■ accrue daily and is payable monthly; and ■ will be deducted from the Fund's income and, if there is insufficient income, from the Fund's assets and will be reflected in the Fund's unit price. <p>We do not intend to recover ordinary expenses. However, if there are extraordinary expenses that we are required to incur then the Constitution of the Fund allows all properly incurred expenses to be recovered directly from the Fund.</p>

6.2. Additional Explanation of Fees and Costs

(a) Management Costs

Management costs include management fees paid to the Trustee under the Constitution, expense recoveries and abnormal operating expenses (if applicable). Management costs are deducted from the assets of the Fund and not charged directly to your account. They do not include contribution fees, transaction costs or additional service fees.

Management fees are the fees payable under the Constitution to the Trustee for the management of the Fund. Management fees are calculated on the net asset value of the Fund and are payable monthly in arrears from the assets of the Fund. The amount the Trustee receives in management fees is set out in the table in **Section 6.1**.

(b) Expense Recoveries

We will not seek to recover ordinary expenses for standard activities from the Fund. We may recover extraordinary expenses.

Extraordinary expenses are expenses that are not normally incurred in the day-to-day operation of the Fund and are not necessarily incurred in any given year. They may include costs associated with holding Investor meetings, changing the Fund's Constitution or defending or pursuing legal proceedings. Extraordinary expense recoveries are not included in the estimate of expense recoveries described in this section and are not included in the management costs set out in the table in **Section 6.1**.

We reserve the right to delay or waive payment of the above fees at our discretion.

(c) Removal Fee

We are entitled to receive a fee of three (3) percent of the gross value of the Assets of the Fund if we are removed as trustee of the Fund or a meeting of Investors is called to consider a resolution which, if passed, would have the effect of changing, altering or otherwise a the amount or timing of the fee payable to us on our removal.

Any trustee of the Fund which succeeds Zenobia Capital and which is not an Associate of Zenobia Capital Pty Ltd is not entitled to any benefit under this clause at any time.

(d) Differential Fee Arrangements

We may negotiate different fee arrangements, such as fee rebates, waivers or reductions. Such differential fee arrangements will be by individual negotiation with us.

(e) Fee Entitlement

Notwithstanding anything else contained in this IM, our entitlement to fees and expenses under the Constitution will be deducted from the assets of the Fund, prior to distribution payments being made to Investors.

(f) GST and Stamp Duty

All fees stated in this IM include (if applicable) GST less any reduced input tax credits and stamp duty.

(g) Transaction Costs

Transaction costs, such as government taxes, duties, levies, bank charges and account transaction charges, associated with the acquisition of assets from funds subscribed by Investors are paid from the Fund.

6.3. Fees Unrelated to the Fund

(a) Origination Fee

We may charge a fee in relation to the Fund providing loans to acceptable borrowers in line with the Fund investment strategy. These fees are determined on a case by case basis and are payable directly by the party that the Trustee has provided funds to. They are not a fee or cost payable by the Fund and have no impact upon the Fund or the value of your investment.

7. Investor Information

7.1. Who Can Invest?

To be eligible to invest in the Fund, Investors must be:

- (a) an Australian resident Wholesale Client with a registered address within Australia and must fall into at least one of the following categories:
 - (i) Individuals (either singly or jointly) over 18 years of age;
 - (ii) Companies;
 - (iii) Trustees and trustee companies;
 - (iv) Partnerships;
 - (v) Superannuation funds (including self-managed superannuation funds); or
- (b) a non-resident that resides in a jurisdiction where it is not unlawful to make an offer or issue an invitation without compliance with any registration or other legal requirements.

7.2. Initial and Additional Investment

- (a) Initial Investment

The minimum initial investment as a lump sum is \$250,000.

- (b) Subsequent Investment

Additional investments in \$50,000 increments may be made at any time.

- (c) Cooling-off Period

There is no cooling-off period relating to an investment in the Fund.

- (d) Change of Account Details

Once invested in the Fund, Investors can change all of their details, except bank account details, via the Investor Portal or by notifying us via email.

If changing bank account details for redemptions or distributions, Investors are required to submit a written request via email that includes:

- (i) account name;
- (ii) account number;
- (iii) authorised signature(s); and
- (iv) the details which are being changed (for example, bank account details, distribution nomination, and financial adviser details).

7.3. Issue of Units

- (a) Application Processing

We process applications for investment in the Fund each day. If we receive your Application Form and Application Money by 4:00pm (AEST) on a Business Day (“processing cut-off time”) we will endeavour to issue units in the

Fund during the next Business Day. If your Application Form and Application Money are received after the processing cut-off time, then your application will not be processed until the Business Day that follows the next processing cut-off time.

Investors will be issued with the number of Units determined by dividing the amount of the Application Money by the application price of Units of \$1.00 per Unit (see “Unit pricing” below).

(b) Unit Pricing

The assets of each Unit Class in the Fund are valued at least every six months by the Trustee or its agent and the net asset value is established as per the Constitution of the Fund.

The application price for each Unit in a Unit Class is fixed at \$1.00. The withdrawal price for a Unit is calculated by dividing the net asset value of the assets attributable to the Unit Class by the number of Units on issue in the Unit Class. There is no buy-sell spread.

As the Fund invests in fixed interest style investments, it is anticipated that the withdrawal price is likely to remain constant at \$1.00 per Unit. If there was default by a Note Issuer this may alter. Please note, no returns are guaranteed, and you may suffer capital loss. Refer to the Risks of Investing in the Fund in **Section 5.1**.

For example, if Jacaranda Finance fails to repay the full amount of a tranche of Notes acquired by the Fund on the date due for repayment, then the withdrawal price for the Unit Class to which the tranche relates will be the amount of money received less the costs associated with that investment or Unit Class divided by the number of Units in the Unit Class on issue. This may result in a withdrawal price of less than \$1.00.

7.4. Unit Transfers

Investors may transfer Units in a Fund to any other person who is a Wholesale Client. However, we have the discretion to refuse transfers of Units without giving any reasons for this refusal.

To affect a transfer to another person, the following will be required:

- (a) a signed and completed standard unit transfer form (with duty paid, if applicable), and
- (b) notification of the transferee’s Investor name and number (or if a new Investor, an Application Form).

Standard unit transfer forms are available by contacting us. The Trustee will require that the Transferee provide appropriate identification materials – in line with the requirements located in the Application Form – and reserves the right not to process the unit transfer until such time as the Trustee has satisfied itself as to the identity of the Transferee.

A transfer of Units may have tax implications and Investors should seek their own tax advice in this regard.

7.5. Redemptions

(a) Withdrawal Offers

The Trustee will seek to make withdrawal offers to investors who have held units for a minimum of 12 months.

Please note, the Fund is illiquid. Our ability to make withdrawal offers is materially affected by a range of factors including having sufficient cash available from the Fund’s investments to make such offers. We therefore cannot guarantee that we will be able to satisfy redemption requests made after the Investment Term or at any time.

Our ability to make withdrawal offers is materially affected by a number of factors including having sufficient cash available from the Fund's investments to make such offers. However, in the absence of default by the Note issuer, we expect to have a withdrawal offer as outlined below.

The withdrawal request must be received prior to the end of a calendar month, with the payment of the redemption amount to be effected within 90 days. The Withdrawal Fee will be waived on investments held for greater than 24 months.

Note that the minimum amount of any withdrawal is \$100,000. The amount of your withdrawal must also be considered in line with the requirement to maintain a minimum investment balance, at any time, of \$100,000.

In the event that you seek to withdraw greater than ten (10) per centum of your total investment in the Fund the Trustee will generally seek to effect the payment in line with the terms of this IM. However, the Trustee reserves the right to effect payment of the withdrawal amount in multiple payments over an extended period of up to twelve (12) months.

The Trustee also has the power to compulsorily redeem Units at any time in its absolute discretion.

(b) Redemptions Prior to Conclusion of the Investment Term

Investors may make a written withdrawal request prior to the conclusion of the Investment Term. Investors are required to hold their investments for at least 12 months. A Unit may not be redeemed until 12 months after the date it was issued. A Withdrawal Fee of 0.1% applies to amounts redeemed prior to the conclusion of the Investment Term. The Withdrawal Fee will be waived on investments held for greater than 24 months.

Units allotted as a result of the Distribution Reinvestment Programme (see **Section 7.7**) may be redeemed at any time.

The same notice period requirements apply regardless of the length of time the investment has been held.

(c) Redemptions After Conclusion of the Investment Term

The Trustee will use its best endeavours to ensure that a written withdrawal request received during a calendar month will be processed within 90 days.

If the Trustee is unable to satisfy all redemption requests within a calendar quarter as a result of not being able to sufficiently realise underlying secured Notes issued by Jacaranda Finance, the Trustee may reduce the number of Units redeemed on a pro-rata basis. The unredeemed portion of the relevant redemption requests are carried forward to the next calendar quarter.

The Trustee may at its discretion allow redemptions at other times and with longer or shorter notice periods.

Investors wishing to redeem Units in the Fund should request a redemption form by contacting hello@zenobiacapital.com.au.

7.6. Distributions

A distribution is a payment of the Fund's taxable income and may include distributions from the Trust, realised net capital gains and other income. The components of the distribution will vary from period to period. There may also

be times when no distribution is paid. Distributions from the Fund are not prorated for the duration of the investment during the tax year.

Distributions will only be paid to a bank, building society or credit union account. Investors will need to advise us in writing of any change to account payment details. For a change to be reflected in the next distribution, such advice must be received by us no later than five (5) Business Days prior to the distribution date.

7.7. Distribution Reinvestment Programme

The Fund offers a Distribution Reinvestment Programme (**DRP**). The DRP is a method by which Unitholders may elect to receive additional J11 DRP Class Units in substitution for cash distributions declared or authorised for payment by the Fund in respect of all of the Units of which the Unitholders are registered. The DRP does not allow for different levels of participation. Unitholders may withdraw from the DRP at any time by contacting the Trustee (see **Section 7.2(d)**). J11 DRP Class Units allotted as a result of the DRP will be issued in accordance with the IM and the Constitution of the Fund, and may be redeemed at any time (subject to the Fund's notice period requirements). Please note that J11 DRP Class Units will be treated identically to J11 Class Units for tax purposes.

The Trustee has the power to suspend or cancel the DRP, from time to time, but will provide reasonable notice of any such suspension or cancellation to all Unitholders.

7.8. Investor Reporting

As an Investor in the Fund, you will receive the following communications

- (a) Investment confirmation advice, indicating your initial investment in the Fund, together with details of the number of Units issued (generally sent within ten (10) Business Days of the acceptance of the application).
- (b) An annual taxation statement, detailing all relevant taxation information relating to distributions from the Fund required for Investor taxation returns (generally sent by the end of August each year).

7.9. Taxation Information

- (a) Introduction

Investing in an unregistered managed investment scheme is likely to have tax consequences. The information contained in the following summary is intended to be of a general nature only.

It does not constitute tax advice and should not be relied on as such. You are strongly advised to seek independent professional advice on the tax consequences of an investment in a Fund, based on your particular circumstances, before making an investment decision.

- (b) Tax Position of the Fund as an Ordinary Trust

Generally, Australian income tax will not be payable by the Fund because investors will be presently entitled to all of the distributable income of the Fund each year ending 30 June. If there is net income of the Fund that no investor is presently entitled to, the Fund will be subject to tax at the highest marginal tax rate.

- (c) Tax Position of the Fund as an Attribution Management Investment Trust (AMIT)

The Fund is not an AMIT. If the Fund qualifies and elects to be treated as an AMIT, the Investors of the Fund must include in their assessable income their "determined members component", which broadly speaking is the trustee's allocation of the net (taxable) income of the Fund to each Investor as determined on a fair and reasonable basis in accordance with the Fund's constituent documents (e.g. the Fund's constitution, this Information Memorandum, etc.).

(d) Australian Resident Investors

(i) Distributions

For information about the calculation of your distribution entitlement, see 'Distributions' in **Section 7.6**.

The net income of the Fund as stated on your distribution statement must be included in your income tax return for the year of the entitlement even if the distribution is received in the following year – see 'Annual tax statement' in **Section 7.8(b)**.

(ii) Capital v Revenue - General

Any withdrawal, disposal or transfer of units in the Fund may create a loss or a gain/profit, which will be reflected on either Capital Gains Tax (CGT) or revenue account, depending on your circumstances.

(iii) Other CGT Implications - Ordinary Trust

If the cash distribution to an Investor exceeds an Investor's allocation of the Fund's net (taxable) income, the excess (known as a "tax deferred" distribution) will generally not be assessable to the Investor. This can arise as a result of timing differences between taxable income and accounting income. However, any such distribution will reduce the Investor's CGT cost base on their Units. Once the cost base of the Units has been reduced to nil, further tax deferred distributions are assessable as capital gains to the Investor under CGT event E4.

(iv) Other CGT Implications - If the Fund elects to be an AMIT

If the cash distribution plus tax offsets to an Investor exceeds an Investor's allocation of the Fund's net (taxable) income, the excess will generally not be assessable to the Investor. However, any cash plus tax offsets distributed will reduce the Investor's CGT cost base on their Units. Once the cost base of the Units has been reduced to nil, further cash or tax offsets distributed are assessable as capital gains to the Investor under CGT event E10.

Investors may be able to increase their tax cost base of their units if the total taxable determined member components (i.e. the Fund's net (taxable) income assessed to the Investors) exceeds the cash distributed plus tax offsets. This increase to the cost base will occur as a result of CGT event E10.

(v) Annual Tax Statement

We will issue annual tax statements for the Fund at the end of August each year, or shortly after. It will show the taxable and non-taxable components of your distributions.

Any net cost base adjustments will also be shown on the annual tax statement if the Fund is an AMIT.

(e) Non-Resident Investors

Non-resident investors are liable to tax on Australian sourced income and capital gains distributed by the Fund.

Australian withholding tax will normally be deducted from distributions before they are paid to you on any unfranked component of a dividend, interest, royalties and relevant Australian capital gains. The rate will depend upon the country in which you reside, and whether it has a tax treaty with Australia.

You may also be subject to tax in the country you reside in, but may be entitled to a credit for some or all of the tax paid in Australia.

(f) Tax File Number (TFN) / Australian Business Number (ABN)

Providing your TFN is not compulsory but without it or the appropriate exemption information, we have to withhold tax from your distributions at the highest marginal tax rate (plus Medicare Levy) until your TFN or exemption is provided.

You may prefer to provide an ABN as an alternative to your TFN if your investment is made as part of an enterprise.

We are authorised under tax laws to collect TFNs and ABNs in connection with your investment in the Fund.

(g) Goods and Services Tax (GST)

GST generally applies to the fees, costs and expenses payable by the Fund, including management costs and other fees payable to us.

Generally, the Fund cannot claim a credit for all of the GST paid but may be entitled to claim a reduced input tax credit (RITC), which represents a portion of the GST applicable to management costs and certain other expenses.

7.10. Overseas Investors

No action has been taken to register or qualify the Units or the offer of Units or otherwise permit a public offering of the Units, in any jurisdiction outside Australia. The Units have not been and will not be registered under the United States Securities Act of 1933 (**US Securities Act**) and may not be offered or sold in the United States (**US**) or to, or for the account or benefit of US persons except in transactions exempt from the registration requirements of the US Securities Act. The distribution of this IM in jurisdictions outside Australia may be restricted by law and therefore persons into whose possession this IM comes should inform themselves about and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of those laws.

The IM does not constitute an offer of Units in any jurisdiction where, or to any person whom, it would be unlawful to issue this IM. Where this IM has been dispatched to any persons domiciled outside Australia and where that country's securities code and legislation require registration, this IM is provided for information purposes only. It is the responsibility of any overseas applicant to ensure compliance with all the laws of any country relevant to his or her application. The return of any duly completed Application Form will be taken by us to constitute a representation and warranty that there has been no breach of such laws and that all necessary approvals and consents have been obtained.

7.11. Automatic Exchange of Financial Account Information

(a) Foreign Account Tax Compliance Act and Common Reporting Standard

Australian legislation relating to the automatic exchange of financial account information between jurisdictions gives effect to the United States of America Foreign Account Tax Compliance Act (FATCA) and the OECD Common Reporting Standard for Automatic Exchange of Financial Account Information (CRS). These regimes cover the collection and reporting of information to tax authorities by financial institutions.

The Fund may be a reporting Australian financial institution under the inter-governmental agreement entered into between the Australian and US governments in relation to FATCA. The Fund may also be a reporting Australian financial institution under the CRS. Accordingly, the Fund may be required to comply with the registration, due diligence and reporting requirements of FATCA and CRS.

We may request that you provide certain information in order for the Fund to comply with its FATCA and CRS obligations. Depending on your status, for the purposes of FATCA and CRS, we may assess any information you provide to us and if required, report information in relation to you and your unit holding to the Australian Taxation Office (ATO). The ATO will in turn share such information with the US Internal Revenue Service or tax authorities of jurisdictions that have signed a CRS Competent Authority Agreement on an annual basis.

(b) How could FATCA and CRS affect you?

By applying for units in the Fund, you:

- (i) agree to promptly provide us or our service providers with any information we may request from you from time to time;
- (ii) agree to promptly notify us of any change to the information you have previously provided to us or our service providers;
- (iii) consent to us disclosing any information we have in compliance with our obligations under FATCA and CRS;
- (iv) consent to us disclosing any information we have if your units are held by or for the benefit of, or controlled indirectly by, specified US person(s) (in the context of FATCA) or foreign tax resident(s) (in the context of CRS), including disclosing information to the ATO, which may in turn report that information to the US Internal Revenue Service or other foreign tax authority; and
- (v) waive any provision of domestic or foreign law that would, absent a waiver, prevent us from complying with our obligations under FATCA and CRS.

Failure to comply with our obligations under FATCA and CRS could result in the Fund being subject to a 30% US withholding tax on payments of US income or gross proceeds from the sale of particular US securities (in relation to FATCA only) and administrative penalties under Australian taxation law.

It is important to note that:

- (i) although we may take steps to manage the imposition of any withholding tax or penalties, no assurance can be given that this will be successful, and
- (ii) if you fail to provide us with any information requested by us, and the Fund is subject to withholding tax or penalties, we may seek to recover such amount from you.

For further information in relation to how our due diligence and reporting obligations under FATCA and CRS may affect you, please consult your tax adviser.

7.12. Privacy

The Trustee takes all reasonable steps to protect your personal information. In addition to the collection of information pursuant to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) (see **Section 7.13** for more details), personal information is collected for the purpose of providing investment products to Investors and the Trustee will use your personal information for:

- (a) processing your Application for Units;
- (b) informing you or any potential investment opportunities in funds to be promoted and/or managed by the Trustee or any of its related entities (if you do not wish to receive this information please contact the Trustee);

- (c) administering the Fund (including calculation of entitlements and distributions, and ownership and interests in Units); and
- (d) any purpose related to the above purposes.

If you provide incomplete or incorrect information, we may be unable to provide you with the product or service for which you are applying.

The Trustee may need to collect personal information about a third party from you as part of this application. If we do this, you agree you will advise that person that we have collected their information, and that in most cases they can access and seek correction of the information we hold about them.

Your personal information may be disclosed to related entities of the Trustee and any organisation (such as an accountant or auditor) involved with the administration of the Fund for any of the above purposes.

The provision of the personal information requested is needed to allow your application to be processed. By completing the Application Form, you consent, for the purposes of the Spam Act 2003 (Cth) to receiving commercial e-mails from the Trustee, related entities of the Trustee or any other entity involved in the administration of the Fund.

In most cases, you can gain access to and seek correction of your personal information. Should you wish to do so, or if you have any queries about your information, please contact us on 1300 613 704.

You should also read our privacy policy. Our privacy policy contains information about:

- (a) how you can access and seek correction of your personal information;
- (b) how you can complain about a breach of the privacy laws by the Trustee and how we will deal with a complaint; and
- (c) if we disclose personal information to overseas entities, and where practicable, which countries those recipients are located in.

Our Privacy Policy is available by telephoning 1300 613 704 or via zenobiacapital.com.au.

7.13. Anti-Money Laundering

Under Australian legislation, the Anti-Money Laundering and Counter- Terrorism Financing Act 2006 (AML/CTF Act), certain additional identification is required from Investors. We are obliged under this legislation to satisfy thorough Investor identification and verification requirements prior to accepting an application for Units in the Fund. The processing of applications may be delayed until any requested documentation is received in a satisfactory form and the identity of the Investor is verified.

If an Applicant invests in the Fund through a dealer, IDPS or financial adviser, then they will request and collect any verification materials from the Applicant. Applicants who invest in the Fund directly must provide us with the relevant identification material, along with a completed Application Form.

We may request additional information from Applicants where we reasonably consider it necessary to satisfy our obligations under the AML/CTF Act.

7.14. Interests of the Trustee and its Directors

Pursuant to the Constitution, our employees and officers are entitled to apply for Units. It is our policy to review any such application, which must be on the same basis as that of other applicants.

The Fund may invest in other products for which we act as trustee, manager or agent.

7.15. Material Documents

We consider that certain documents are material to the operations of the Fund and may be relevant to you. A description of material documents, together with a summary of the more important details of each of these documents, is set out below.

(a) Constitution

The Constitution establishes the Fund and governs your rights and obligations as an investor in the Fund. Investors are bound by the provisions of the Constitution. The Constitution and the Corporations Act regulate the operation of the Fund and set out the rights and liabilities of investors and of our responsibilities and duties as the trustee.

The Constitution includes provisions which relate to:

- (i) the trustee's powers, duties and obligations;
- (ii) the rights and obligations of investors;
- (iii) the ability of investors to remove the trustee;
- (iv) the issue of Units;
- (v) the transfer and transmission of Units;
- (vi) the valuation of the Fund;
- (vii) fees payable to the trustee;
- (viii) the trustee's right to be indemnified by the Fund for expenses, losses and liabilities arising in its capacity as trustee providing it has properly performed its duties;
- (ix) the winding up of the Fund;
- (x) meetings of investors;
- (xi) complaints in relation to the Fund; and
- (xii) the trustee's limitation of liability (subject to the Corporations Act).

We may amend the Constitution without investor consent where we reasonably believe the amendment will not adversely affect investors' rights. Otherwise, the Constitution can only be amended where at least 75% of votes cast by investors (at a meeting convened in accordance with the Constitution) vote in favour of the amendment.

We may retire as trustee and appoint a replacement.

(b) Note Deed Poll, Specific Security Deed and General Security Deed

The secured Notes which the Trustee intends to acquire from Jacaranda Finance are issued pursuant to a Note Deed Poll.

Pursuant to the Note Deed Poll:

- (i) each Note ranks:
- (ii) upon a winding up of Jacaranda Finance, ahead of all present and future unsubordinated and unsecured debt obligations of Jacaranda Finance and ahead of all shares;
- (iii) equally with other Notes issued to Noteholders;
- (iv) Interest accrues daily at the applicable coupon rate and must be paid monthly in arrears.

- (v) Following the maturity date for each Note, Jacaranda Finance is obliged to repay the amount invested plus any outstanding interest on demand from the Noteholder.
- (vi) An event of default occurs if:
 - (1) Jacaranda Finance does not pay the whole or any part of the moneys owing to the Noteholder when due;
 - (2) an external administrator is appointed to Jacaranda Finance or any of its assets; or
 - (3) an order is made for the winding up of Jacaranda Finance.
- (vii) After an event of default, the Noteholder may declare the moneys owing, in which case any moneys owing shall become immediately payable.
- (viii) Noteholders have no rights to receive notices of or to attend general meetings of Jacaranda Finance nor vote at general meetings, except as provided by the Corporations Act.

Under a Specific Security Deed, Jacaranda Finance has granted a security interest against a specific portfolio of loans that is in line with the characteristics and stringent eligibility criteria outlined in the Investment Strategy section of the Key Investment Features (**Section 1**). If an event of default occurs under the Note Deed, such as a failure to provide performing security assets (or cash cover) in the composition outlined in this Information Memorandum, then the Trustee may take certain actions to enforce the debt, including the appointment of receivers to manage the portfolio of loans on behalf of unitholders.

Under a General Security Deed, Jacaranda Finance has granted a security interest over its present and after acquired property to the Trustee (on behalf of the Fund). If an event of default occurs, including to other parties, then the Trustee may take certain actions to enforce the debt, including the appointment of receivers to Jacaranda Finance, and the Trustee must be included in any administration process initiated by a third party.

7.16. Investors' Liability

The Constitution seeks to limit the liability of investors to the amount of their investment plus other moneys payable to us or the Fund pursuant to the Constitution (if any). However, because this is a matter which can only ultimately be determined by the courts, no assurance or guarantee is given that investors' liability will be limited in a manner discussed above.

7.17. Indemnity for the Trustee

To the extent permitted by the Corporations Act and the law, we, as trustee, are indemnified out of the Fund against any claim, action, damage, loss, liability, cost, expense or payment which we incur or are liable for, provided that it does not arise from our employees or fraud, negligence or wilful default.

8. How to Invest and Application Form

8.1. Complete Application Form

Investors may apply for Units in the Fund by completing and returning the Application Form.

The Application Form is available at: <https://www.registrydirect.com.au/offer/class-j11/> and as per the instructions on the Application Form, should be sent to the Registrar once completed.

If we receive your Application Form, Application Money and requisite supporting documentation by 4:00pm (AEST) on a Business Day (“processing cut-off time”) we will endeavour to issue units in the Fund during the next Business Day.

8.2. Customer Identification Requirements

All applications for Units must be accompanied by the appropriate AML/CTF information (“AML Forms”) and supporting documents required by the AML/CTF Act.

You must provide the Trustee with appropriate identification material by providing AML/CTF information to the Trustee including certified copies of any supporting documents required. This will enable the Trustee to properly identify you and meet the requirements of the legislation.

In accordance with the AML/CTF Act, we are required to identify, and verify the identity of, Investors. In order to do this, we must collect certain information from Investors relating to their identity and the source of their funds. We must then verify this information by citing certain verifying documentation. If you do not provide us with this information, we may not be able to process your application.

8.3. Payments

You can forward your Application Money by electronic transfer. You (or your agent) must notify us of the amount and reference details attaching to the electronic transfer (refer to “Identifying your Application Money” below).

For electronic transfer, the bank account details are:

Account Name	Zenobia Capital Application Account
Bank	Westpac Banking Corporation
BSB	034-072
Account Number	317846

8.4. Identifying your Application Money

If you (or your agent) forward Application Money to us by electronic funds transfer, you will need to advise us prior to the processing cut-off time so that we can identify your money. If your money has not been received or identified by our bank or us, then we cannot process your application.

Any money received by electronic funds transfer without being separately advised to the Trustee may be rejected and returned to the paying financial institution.

Any fees charged by a financial institution, in relation to identifying or rejecting money, will be passed on to the Investor or deducted from the Application Money.

8.5. Interest on Application Monies

Until Units are issued, Application Monies will be held on trust in the bank account detailed in **Section 8.3**. The account will be established and kept for the purpose of depositing Application Monies and retaining those funds for as long as required under the Corporations Act. Any interest accrued on Application Monies will not be returned to Investors where Units are not allotted.

8.6. Allocation and Allotment of Units

Allotment of Units will be made as soon as practicable after an application has been processed. The Trustee reserves the right to allot Units in full for any Application or to allot any lesser number and to decline any Application received.

Where the number of Units allotted is less than the number applied for, the surplus Application Monies will be returned to the Investor within fourteen (14) days. Where no allotment is made, the amount tendered on application with the relevant Application Form will be returned in full within fourteen (14) days.

9. Corporate Directory

Trustee Zenobia Capital Pty Ltd ACN 611 171 692

Physical Address Ground Level, 349 Coronation Drive, Milton Qld 4064

Postal Address P O Box 370, Indooroopilly Qld 4068

Telephone 1300 613 704

Email hello@zenobiacapital.com.au

Registrar **Registry Direct Pty Ltd**
PO Box 572
Sandringham VIC 3191

Auditor **Nexia Australia**
Level 28, 10 Eagle Street
Brisbane QLD 4000

Legal **CNM Legal**
Level 3, 231 George Street
Brisbane QLD 4000
