



LA TROBE AUSTRALIAN CREDIT FUND

AN AUSTRALIAN INVESTMENT FUND

LA TROBE FINANCIAL ASSET MANAGEMENT LIMITED ABN 27 007 332 363 AFSL NO. 222213

PRODUCT DISCLOSURE STATEMENT

24 JUNE 2019

Blackstone

Portfolio
Company

Looking out for **you**[®]

The Fund

La Trobe Australian Credit Fund

ARSN 088 178 321

Level 25, 333 Collins Street
Melbourne, Victoria 3000
Australia

Responsible Entity

La Trobe Financial Asset Management Limited

ABN 27 007 332 363
AFSL 222213
ACL 222213

Level 25, 333 Collins Street
Melbourne, Victoria 3000
Australia

Investment Manager

La Trobe Financial Services Pty Limited

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ACL 392385

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New South Wales 2000
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Custodian

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AFSL 392673

Level 18, 123 Pitt Street Sydney
New South Wales 2000
Australia

Statutory auditor of the Fund

Statutory auditor of the Responsible Entity

Statutory auditor of the Compliance Plan

KPMG

Tower Two, Collins Square
727 Collins Street
Melbourne, Victoria 3008
Australia

In your interest

Before making your investment decision, please consider this Product Disclosure Statement ('PDS') and discuss it with your financial adviser.

La Trobe Financial Asset Management Limited ('La Trobe Financial') and its Authorised Representatives do not provide financial advice and this PDS provides factual information only.

Investment tip

For peace of mind, you must determine which investment account is best for you. You must consider your attitude to risk and return so that you do not worry if the value of your investment changes. You must take responsibility for your own investment decisions and to this end you should consider obtaining independent advice before making any investment or financial decisions.

Product Disclosure Statement

This PDS is dated 24 June 2019 and has been issued by La Trobe Financial. This PDS has not been lodged with the Australian Securities & Investments Commission ('ASIC') and is not required by the Corporations Act to be lodged with ASIC.

Your investments in the Fund are governed by the PDS that is in force from time to time.

ASIC takes no responsibility for the contents of this PDS.

What am I investing in?

The La Trobe Australian Credit Fund ('Fund') is a managed investment fund registered by the national regulator, ASIC. Investments in the Fund are issued by La Trobe Financial. They are governed by the terms and conditions contained in this PDS, any subsequent Supplementary PDS that you execute and the Fund's Constitution ('Terms'). It is important that you read these Terms in full as they set out your rights and obligations in relation to your investment.

The Fund offers investments in five investment accounts with different investment terms, yield and characteristics. This gives you the ability to choose the investment that best suits you.

Blackstone Group

La Trobe Financial's major shareholder is the Blackstone Group ('Blackstone'). Blackstone is one of the world's leading investment firms. Founded in 1985, Blackstone is a firm of nearly 2,300 employees in 25 offices worldwide.

Disclaimer

The offer contained in this PDS is an invitation only.

The investments offered by La Trobe Financial:

- have not taken into account your investment objectives, financial position or particular needs; and
- like all investments are subject to investment risks, including reduction in the capital value of the amount invested, a less than expected return on funds invested, or a delay in payment.

The investments are not a deposit or other liability of La Trobe Financial or any of its related bodies corporate and entities, and these entities do not guarantee or stand in any way behind either the capital value or performance of the investments. La Trobe Financial is not a bank and is not subject to regulatory supervision by the Australian Prudential Regulation Authority ('APRA'), but is regulated by ASIC.

Questions

If you have any questions concerning the information contained in this PDS please contact La Trobe Financial on **1800 818 818** or email us at **investor@latrobefinancial.com.au**

Investors should read this PDS in its entirety before deciding to invest.

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From the Chief Investment Officer

Since 1952, La Trobe Financial has quietly gone about building a reputation as one of Australia's premium non-bank credit and wealth managers. Over that period, we have seen market volatility, political instability and social and demographic change on an unprecedented scale. Through it all, we have continued to refine our investment disciplines and focus on delivering the highest possible standards of customer service. We have never forgotten that we are managing the savings of thousands of investors, just like you.

Today, our \$3.5 billion Credit Fund stands unchallenged as Australia's largest and most successful. Backed by almost seven decades of asset class expertise and over twenty-five years of retail funds management experience, it provides robust and transparent access to one of the most resilient of asset classes. It continues to offer a range of credit-related investment accounts that target capital stability and consistent returns across the economic cycle.



The outcomes that this approach have delivered for investors have continued to be very strong. The returns of our portfolio accounts have been exceptionally stable and well in excess of benchmark. In a period of historically low interest rates, this has provided a consistent source of critical income for our investors. Our peer to peer offerings continue to grow in size and scope, allowing investors to tailor portfolios to meet their own needs and objectives. In aggregate, financial year 2018 saw the Credit Fund deliver an extraordinary \$104 million in interest payments to investors.

Pleasingly, we retain the highest ratings in the sector from Australia's premier research houses. This is an important endorsement of the rigor and discipline of our investment processes. Furthermore, our 12 Month Term Account has been judged as Australia's Best Mortgage Fund for an unprecedented tenth consecutive year. In an investment market that has been saturated with negative headlines and sub-par performance, these external testimonies confirm the continued relevance of our offering.

Having said this, we retain our long-held view that the current economic environment is unusually difficult for investors. Record low interest rates have deprived investors of most of the traditional sources of capital stable income. Attempts by the US Federal Reserve to begin the return to more 'normal' official rate settings look to be fading against a backdrop of high global indebtedness and lower than expected economic and wages growth. It seems unlikely that our own Reserve Bank will be able to avoid the same constraints. Markets remain choppy, with both equities markets and key cost of funds benchmarks rates exhibiting volatility.

We are therefore proud of our demonstrated ability to deliver capital stability and consistent income returns to investors across the economic cycle. We remain firmly committed to delivering diversified portfolios of carefully selected, rigorously assessed and professionally managed credit assets. We hold great conviction that this approach delivers outstanding risk-adjusted results for investors and have an unswerving commitment to the retention of our investment disciplines.

Just as critical, however, is our enduring dedication to the highest standards of service. Whether you prefer to invest via our industry leading app, La Trobe Direct, or directly through one of our friendly investor team, you are entitled to expect a smooth and hassle-free path to investment with La Trobe Financial.

Thank you for considering an investment with La Trobe Financial. Should you require any further information, please call our friendly investor team on 1800 818 818 (toll free) or speak to your financial adviser.

Best wishes,

Chris Andrews

Senior Vice President
Chief Investment Officer

"Investment accounts that have stood the test of time"

La Trobe Financial Investment Accounts in detail

La Trobe Financial offers a range of investment accounts for investors.

Our expertise in managing such investments has been developed over 65 years. The aim of our investment accounts is to protect your capital, whilst producing regular, reliable income.

FIVE INVESTMENT ACCOUNTS***

ACCOUNT #1	ACCOUNT #2	ACCOUNT #3	ACCOUNT #4	ACCOUNT #5
Classic 48 hour** Access to funds generally available within 2 business days Segregated pool of assets	90 Day Notice** Access to funds generally available within 90 days Segregated pool of assets	12 Month Term 12 month term investment Segregated pool of assets	Select Investment Investing for term Peer-to-Peer Investment in specified asset(s)	High Yield Credit 4 year term investment Segregated pool of assets

	1 July 2019 rate % p.a.*	Compounding rate % p.a.	Historical Performance (30 June 2018)				
			6 months % p.a.	1 year % p.a.	2 years % p.a.	3 years % p.a.	5 years % p.a.
1. Classic 48 hour Account	2.60	2.63	1.58	3.21	3.23	3.24	3.43
2. 90 Day Notice Account	3.10^	3.14^	-	-	-	-	-
3. 12 Month Term Account	5.20	5.33	2.63	5.33	5.33	5.33	5.49
4. Select Investment Account****	7.85	7.85	3.92	7.89	7.93	7.97	8.00
5. High Yield Credit Account****	6.70	6.70	7.00	7.00	7.00	7.00	7.00

*All investment rates are net of fees and charges and are variable. They are updated monthly on our website latrobefinancial.com
 Past performance is not a reliable indicator of future performance.

^This rate represents the expected launch investment rate of the 90 Day Notice Account. The investment rate will be reviewed and updated monthly on our website.

**While we have 12 months under the Fund's Constitution within which to honour your withdrawal request if there is insufficient liquidity in this Account at the time of your request, we will make every endeavour to honour your withdrawal request from your Classic 48 hour Account within 2 business days, and your 90 Day Notice Account within 90 days. At the time of this PDS, there has never been a case in the history of those Accounts, since inception (Classic 48 hour Account - 1999; 90 Day Notice Account - 2019), when we have not honoured a withdrawal request on time due to a lack of liquidity.

***An investment in the Fund is not a term deposit with a bank, and has a different risk profile. You should take this fact into account in deciding whether to invest in the Fund.

****Neither the Select Investment Account nor the High Yield Credit Account permit reinvestment. Accordingly, there is no compounding investment rate for these investment accounts. Special Mandates are excluded from the historical performance of the Select Investment Account

1. KEY FEATURES OF THE FUND

Product Name	La Trobe Australian Credit Fund
Product Issuer	La Trobe Financial Asset Management Limited
Investment Accounts	<p>The Fund offers Investors the opportunity to invest in loans secured by mortgages over real property located across Australia and other credit-related investments through the choice of five (5) different investment accounts:</p> <ol style="list-style-type: none">1. Classic 48 hour Account;2. 90 Day Notice Account;3. 12 Month Term Account;4. Select Investment Account; and5. High Yield Credit Account.
Objectives	<p>The key objectives of the Fund are to provide Investors with:</p> <ul style="list-style-type: none">• a choice of professionally managed credit-related investment accounts, designed to allow each Investor to choose the most appropriate account for their circumstances;• regular investment returns, either fixed or variable; and• a low cost investment structure.
Investment Strategy	To invest in a wide range of diversified residential, commercial, rural, industrial, construction and development loans across Australia and other income producing credit-related assets.
Capital Protection	There is no guarantee of the investment result, the return of capital, or the amounts payable to Investors, and there are risks associated with an investment in the Fund. These risks are explained in Section 9 in this PDS.
Fund Features	<p>The Fund:</p> <ul style="list-style-type: none">• is managed by La Trobe Financial Services Pty Limited (<i>'Investment Manager'</i>), a highly experienced manager that has been managing investment portfolios of mortgage assets for over sixty five years;• is one of Australia's largest credit funds, with \$3,299.0 million in assets under management at 30 April 2019;• charges no fees on either investment entry or investment maturity exit;• maintains conservative loan to valuation ratios, with a portfolio average of 62.1% at 30 April 2019 (excluding second or subsequent mortgages in the Select Investment Account)• has been judged "Best Mortgage Fund" in Australia for the past ten years by <i>Money</i> magazine for the 12 Month Term Account; and• has the highest rating of any mortgage fund in Australia from SQM Research ("Superior")* as relates to the 12 Month Term Account and SQM Research ("Superior")* as relates to the Select Investment Account. The Fund is also rated by Australia Ratings ('Strong')*
Responsible Entity	<p>La Trobe Financial is the Responsible Entity of the Fund, and was incorporated on 14 November 1989 to operate La Trobe Financial Group's retail investment and funds management arm. La Trobe Financial holds Australian Financial Services Licence (AFSL) No. 222213 and Australian Credit Licence (ACL) No. 222213 and is licensed by ASIC to operate registered managed investment schemes that hold deposits and mortgages for retail and wholesale clients.</p> <p>Details of the track record and experience of the senior management of La Trobe Financial can be found at latrobefinancial.com.</p>
Investment Manager	<p>The Investment Manager is La Trobe Financial Services Pty Limited. It was established in 1952 and since that time has acted as the Investment Manager in respect of over \$16.7 billion Australia wide for both institutional and retail investors, just like you. It employs over 330 staff specialising in credit lending, management and control of retail and institutional credit investments across Australia.</p> <p>The Investment Manager holds Australian Credit Licence No.392385 issued by ASIC and is licensed to lend money under Australian law.</p> <p>La Trobe Financial may appoint other Investment Managers at its discretion.</p>

*SQM Research – 4 stars to 4.25 stars – superior, suitable for inclusion on most Approved Product Lists. The rating contained in this document is issued by SQM Research Pty Ltd ABN 93 122 592 036. SQM Research is an investment research firm that undertakes research on investment products exclusively for its wholesale clients, utilising a proprietary review and star rating system. The SQM Research star rating system is of a general nature and does not take into account the particular circumstances or needs of any specific person. The rating may be subject to change at any time. Only licensed financial advisers may use the SQM Research star rating system in determining whether an investment is appropriate to a person's particular circumstances or needs. You should read the product disclosure statement and consult a licensed financial adviser before making an investment decision in relation to this investment product. SQM Research receives a fee from La Trobe Financial for the research and rating of the Fund. Australia Ratings (AFSL 346138) makes every effort to ensure the reliability of the views and rankings expressed in its reports and those published on its websites. Australia Ratings research is based upon information known to it or which was obtained from sources it believed to be reliable and accurate at time of publication. However, like the markets, it is not perfect. This report is prepared for general information only, and as such, the specific needs, investment objectives or financial situation of any particular user have not been taken into consideration. Individuals should therefore discuss, with their financial planner or adviser, the merits of each rating for their own specific circumstances and realise that not all investments will be appropriate for all subscribers. To the extent permitted by law, Australia Ratings and its employees, agents and authorised representatives exclude all liability for any loss or damage (including indirect, special or consequential loss or damage) arising from the use of, or reliance on, any information within the report whether or not caused by any negligent act or omission. If the law prohibits the exclusion of such liability, Australia Ratings hereby limits its liability, to the extent permitted by law, to the resupply of the said information or the cost of the said resupply. It is up to investors to consider whether specific financial products are suitable for your objectives, financial situation or needs. Research houses receive a fee from La Trobe Financial for rating the product. Any rating is only one factor to consider when investing. To view the research information, awards and ratings in full, please visit our Awards & Ratings page on our website at latrobefinancial.com.

Custodian	La Trobe Financial has appointed Perpetual Corporate Trust Limited as the custodian for the mortgage assets of the Fund. La Trobe Financial continues to hold cash, notes and other liquid assets of the Fund.
Disclosure Documents	<p>This PDS is the primary disclosure document for the Fund and an investor must complete the Application Form in this PDS to become an Investor in the Fund.</p> <p>In addition, to invest in the Select Investment Account, an Investor has to sign the Application Form attached to a supplementary disclosure document called a Supplementary Product Disclosure Statement ('SPDS').</p>
Regular reporting	<p>Investors receive the following regular reports:</p> <ul style="list-style-type: none"> • a Receipt of Investment made; • detailed Transaction Statements; • Financial Year Annual Taxation Statement (if applicable); and • the Fund's Annual Report (when requested).
Access to up-to-date information	<p>We aim to provide Investors with up-to-date information about the Fund, so that Investors can monitor their investments in the Fund. In addition, information in this PDS that is not materially adverse information is subject to change from time to time and may be updated. You can obtain up-to-date information about the Fund by:</p> <ul style="list-style-type: none"> • phoning La Trobe Financial's toll free Investor Liaison number 1800 818 818; • logging on to La Trobe Direct, our state of the art investment platform, accessible through La Trobe Financial's website at latrobefinancial.com; and • checking with one of La Trobe Financial's Authorised Representatives or your financial adviser. <p>A paper copy of any updated information, or continuous disclosure notice given by the Fund, will be given to you without charge on request.</p>
ASIC Benchmarks and Disclosure Principles	ASIC has developed 8 Benchmarks and Disclosure Principles designed to provide investors with key information about investing in mortgage funds - Regulatory Guide 45: Mortgage Schemes: Improving disclosures for retail investors. The Disclosure Principles cover liquidity, fund borrowing, loan portfolio and diversification, related party transactions, valuations, lending principles, distributions and withdrawals. Please refer to Section 4 in this PDS for details.
Risks	<p>When considering your investment in the Fund, it is important that you consider such things as:</p> <ul style="list-style-type: none"> • the risks involved in investing in the Fund; • the extent that an investment in the Fund fits your financial objectives and goals; • your risk appetite; and • the risks that other investment opportunities have. <p>You should also remember that an investment in the Fund is not a bank deposit or a term deposit with a bank.</p> <p>The risks attaching to the Fund's investments include:</p> <ul style="list-style-type: none"> • you may not receive the return you expected and may lose some or all of your return on investment; and • you may lose some or all of your capital. <p>In Section 9 of this PDS, headed "Investment Risks", we go into considerable detail about the risks attaching to investing in the Fund. Here is a list of the investment risks that we describe in Section 9 of this PDS:</p> <ul style="list-style-type: none"> • Market risk • Investment specific risk • Documentation risk • Credit risk • Investment manager risk • Regulatory risk • Economic risk • Concentration risk • Fund capital risks • Fund liquidity risks • Fund income risks • Non-performing borrowers • Specific High Yield Credit Account risks • Other risks, including construction and development lending and cyber risk

2. INVESTMENT SNAPSHOT

In the following pages, in Section 2 – Investment Snapshot and Section 3 – Fund Portfolio Metrics, we provide a range of information about the Fund's five Investment Accounts.

The performance, risk and liquidity of your investment will depend on which Investment Account you choose. We manage the asset allocation for each Investment Account with the aim of maximising returns to investors while minimising the risks.

We also aim to maintain appropriate cash levels for each Investment Account.

We aim to achieve the benchmark objectives over the long term, but actual exposures will vary on a day-to-day basis, depending on market conditions. To ensure consistent performance across a range of market conditions, the Fund's mortgage portfolios are diversified at a number of levels, including sector, interest rate type, geographical location and loan size.

When you are considering the Investment Snapshot and Fund Portfolio Metrics, you should keep in mind the following points:

Risks

1. Past performance is not a reliable indicator of future performance.
2. Investors risk losing some or all of their principal investment.
3. An investment in the Fund is not a bank deposit and investments in the Fund are not guaranteed by any entity. You should take this fact into account when deciding whether to invest in the Fund.
4. Withdrawal rights are subject to liquidity and may be delayed or suspended. See the important note on page 41 in this PDS in relation to La Trobe Financial's ability to allow withdrawals while the Fund is liquid (as defined by the law).
5. We have 12 months from receipt of a valid withdrawal request to action redemptions in the Classic 48 hour Account and the 90 Day Notice Account. However, provided that there is sufficient liquidity, we will make every endeavour to action redemptions from the Classic 48 hour Account two business days from your request, and to action redemptions from the 90 Day Notice Account 90 days from your request. At the time of this PDS, we have never had to delay a withdrawal request due to a lack of liquidity.

Select Investment Account

6. Select Investment Account returns are specific to individual mortgages and therefore subject to availability.

Investment Returns

7. We consider that it is useful to measure the performance of our four pooled accounts against objective, measurable benchmarks.

The benchmark for the Classic 48 hour Account is the Official Cash Rate plus 0.50%, and we have chosen this benchmark as it appropriately reflects the risk and return combination of this Account. We aim to exceed this benchmark across the economic cycle.

The benchmark for the 90 Day Notice Account is the Official Cash Rate plus 1.00%. We consider the 90 Day Notice Account benchmark to be appropriate having regard to the risk and return profile of this Account. We aim to exceed this benchmark across the economic cycle.

The benchmark for the 12 Month Term Account is the Bloomberg AusBond Bank Bill Index plus 1.50%. The Bloomberg AusBond Bank Bill Index is the leading benchmark for the fixed income markets in Australia, and we aim to outperform this benchmark by 1.50% across the economic cycle. We consider the 12 Month Term Account benchmark to be appropriate, as the 12 Month Term Account is part of the fixed income market in Australia, and the research houses that rate this Account measure its performance against this benchmark.

The benchmark for the High Yield Credit Account is the Bloomberg AusBond Bank Bill Index plus 3.00% over any rolling 4 year period and to provide positive returns over any rolling 12 month period.

8. The Fund currently does not use derivatives for interest rate management on loans, or investments in notes, made by the Fund.

Reporting Metrics

9. The Investment Accounts may invest in the same loan. Loan numbers refer to the number of loans only and do not reflect the number of individual securities.
10. All figures shown as percentages are based on dollar values and are reported on loan balances in the Fund. These may differ from figures provided in the statutory accounts, which are based on the investment balances in the Fund.
11. The total Fund Investments >\$1m will not equal the sum of each individual Account's investments as multiple Accounts can invest in a single loan.
12. Rolling returns for the Select Investment Account are based on all available investments in that Account after excluding Special Mandates.
13. The Weighted Average Loan-to-Valuation Ratio ('LVR') is calculated for the Classic 48 hour Account, the 90 Day Notice Account, the 12 Month Term Account, and the Select Investment Account (excluding Special Mandates) combined, but excludes the High Yield Credit Account.

Similarly, given the uniqueness of the asset class of the High Yield Credit Account (asset backed securities) and the specific nature of the risk and return profile, the loans supporting the underlying asset class have been excluded.

14. Special Mandates are excluded from the calculation of LVRs as they would not give an accurate picture of the loans available to investors in the Select Investment Account. Particularly, in relation to specific types of Special Mandates:
 - Second or subsequent mortgages have higher LVRs (with correspondingly higher risks and returns); and
 - Third party originated mortgage books, taken on and administered by La Trobe Financial, may have higher arrears than La Trobe Financial originated loans. We may take on these books on a "workout recovery" basis to repair the transferred portfolios. These portfolios are a "sub-pool" of loans, which are treated as closed investments, and are excluded from the Select Investment Account and Fund Total Arrears figures as they are not available for investment and are not representative of La Trobe Financial-originated loans.
15. Performing but past due loans represent expired loans that continue to make required payments.
16. Arrears for the Fund are calculated by dividing the total loan amount of loans in arrears by the total outstanding loan balance.

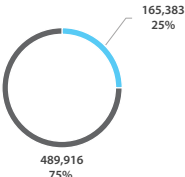
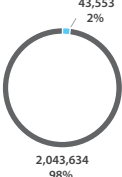
2. INVESTMENT SNAPSHOT – AS AT 30 APRIL 2019

Feature	Classic 48 hour Account APIR: LTC0001AU ISIN: AU60LTC00018			90 Day Notice Account			12 Month Term Account APIR: LTC0002AU ISIN: AU60LTC00026		
Current Returns % p.a.	2.80%			3.10%			5.20%		
Rolling Returns % p.a.	1yr 3.21%	3yr 3.24%	5yr 3.43%	The 90 Day Notice Account was established in June 2019. The information in this table is for reference only.			1yr 5.33%	3yr 5.33%	5yr 5.51%
Rates of Return	Variable Rate						Variable Rate		
Benchmark	Official Cash Rate + 0.5%						Official Cash Rate + 1.0%		
Rolling Benchmark Return Rate % p.a.	2.01%	2.03%	2.31%	-	-	-	3.52%	3.40%	3.63%
Benchmark Outperformance	1.20%	1.21%	1.12%	-	-	-	1.81%	1.93%	1.88%
Minimum Investment	\$10.00			\$10.00			\$10.00		
Investment Term	2 business days			90 days			12 months		
Indicative Risk Level	Low			Low			Low - Medium		
Investment Structure	Pooled - we select the investment portfolio (risk of investment pool shared)			Pooled - we select the investment portfolio (risk of investment pool shared)			Pooled - we select the investment portfolio (risk of investment pool shared)		
Independent Ratings	Lipper Leaders Ⓢ Return - Total & Consistent Ⓢ Preservation			n/a			Zenith Partners - Recommended Lonsec - Recommended SQMresearch - 4.25 stars		
Payment of Investment Returns	Monthly direct to nominated bank account or re-invested			Monthly direct to nominated bank account or re-invested			Monthly direct to nominated bank account or re-invested		
Indirect Cost Ratio (ICR) Financial Year Ended 30 June 2018	2.51%			n/a			1.47%		
Investor Reserve	0.06%			0.00%			0.62%		
Withdrawals	Generally permitted within 2 business days of request. Maximum time permitted: 12 months			Generally permitted with 90 days notice. Maximum time permitted: 12 months			Permitted after 12 months. Periodic access option available. Early withdrawals considered Maximum time permitted: 12 months		
Assets Under Management	\$ 655.3 Million			\$ 0 Million			\$ 2,087.2 Million		
Total Number of Mortgages	1,037			0			3,733		
Total Mortgages	\$ 489.9 Million			\$ 0 Million			\$ 2,043.6 Million		
Average Mortgage Investment	\$ 472,436			\$ 0			\$547,451		
Range of Loans	\$10,000: \$18,395,000			\$ 0			\$10,000: \$24,995,000		
Largest Mortgage Investment: % of the portfolio	\$10,000,000: 1.5%			\$0: 0%			\$10,800,000: 0.5%		
Top 10 largest Mortgage Investments in aggregate	\$50,983,435: 7.8%			\$0: 0%			\$74,507,051: 3.6%		
Weighted Average LVR	64.2%			0.0%			62.0%		
Non-performing loans > 30 days	2.2%			0.0%			3.7%		
Number and value of non-performing loans > 30 days	34: \$14,824,673			0: \$0			126: \$77,672,209		
Pre-paid and capitalised interest loans	9: \$13,173,439			0: \$0			265: \$307,435,477		
Undrawn loan commitments	41: \$11,017,056			0: \$0			159: \$46,447,624		
Loans exceeding 5% of the Fund	n/a			n/a			n/a		
Investments > \$1M	98: \$181,610,200			0: \$0			549: \$1,043,208,475		

2. INVESTMENT SNAPSHOT – AS AT 30 APRIL 2019

Select Investment Account APIR: MFL0002AU			High Yield Credit Account APIR: MFL0001AU			Fund Total ARSN: 088 178 321
from 6.00%			7.00%			
1yr	3yr	5yr	1yr	3yr	5yr	
7.87%	7.90%	8.00%	7.00%	7.00%	n/a	n/a
Fixed / Variable Rate			Variable Rate			n/a
n/a			Bloomberg AusBond Bank Bill Index + 3.0%			
n/a			n/a			n/a
n/a			n/a			n/a
\$1,000.00			\$250,000.00			
1 - 5 years			1 - 5 years			
Medium - High			Medium			
Peer to peer (P2P) - you select the investment & risk level (risk specific to each investment)			Pooled - we select the investment portfolio (risk of investment pool shared)			
n/a			n/a			Australia Ratings - Recommended
Direct to nominated bank account (frequency determined by investment selected)			Monthly direct to nominated bank account			
Varies per individual investment. Average 1.45%			1.23%			Average 1.67%
n/a			n/a			
Permitted after term maturity. Early withdrawals considered. Maximum time permitted: n/a			Permitted after 4 years. Early withdrawals considered. Maximum time permitted: 12 months			
\$ 410.4 Million			\$ 109.1 Million			\$ 3,299.0 Million
574			n/a			4,935
\$ 410.4 Million			n/a			\$ 2,944.0 Million
\$715,029			n/a			\$596,551
\$10,000: \$24,995,000			n/a			\$10,000: \$24,995,000
\$10,515,450: 2.4%			n/a			\$18,395,000: 0.6%
\$67,079,787: 15.0%			n/a			\$131,978,530: 4.0%
60.0%			n/a			62.0% (Excludes the High Yield Credit Account & Special Mandates)
6.8% (Excludes Special Mandates)			0.0%			3.7% (Excludes Special Mandates)
32: \$27,879,886			n/a			160: \$120,376,768
102: \$140,182,645			n/a			282: \$463,798,761
297: \$343,128,862			n/a			497: \$400,593,543
n/a			n/a			Nil
98: \$242,809,051			n/a			738: \$1,559,711,980

3. FUND PORTFOLIO METRICS – AS AT 30 APRIL 2019

	Classic 48 hour Account APIR: LTC0001AU ISIN: AU60LTC00018			90 Day Notice Account			12 Month Term Account APIR: LTC0002AU ISIN: AU60LTC00026			
Current Returns % p.a	2.80%			3.10%			5.20%			
Investment mix				The 90 Day Notice Account was established in June 2019. The information in this table is for reference only.						
<div><div>Cash & Deposits (Liquidity Ratio)</div><div>Credit Assets</div><div>First Mortgages</div><div>Special Mandates</div></div>	%	\$'000S	#				%	\$'000S	#	%
Authorised investments										
Cash	12.3%	80,383	n/a	-	-	-	2.1%	43,553	n/a	
Bank Bills/Term Deposits	13.0%	85,000	n/a	-	-	-	0.0%	0	n/a	
Credit Assets	0.0%	0	n/a	-	-	-	0.0%	0	n/a	
Residential	52.4%	343,238	698	-	-	-	54.8%	1,145,306	2,136	
Land - vacant	3.0%	19,973	43	-	-	-	2.7%	57,163	174	
Commercial	9.2%	60,394	147	-	-	-	15.3%	319,339	556	
Industrial	9.0%	59,272	134	-	-	-	12.4%	258,171	584	
Rural	0.4%	2,505	9	-	-	-	0.5%	9,685	40	
Construction & Development	0.7%	4,534	6	-	-	-	12.2%	253,970	243	
Total (excl. Special Mandates)	100.0%	655,299	1,037	-	-	-	100.0%	2,087,187	3,733	
Special Mandates	Not Applicable			Not Applicable			Not Applicable			
Total	100.0%	655,299	1,037	-	-	-	100.0%	2,087,187	3,733	
Mortgage Investment Portfolio Metrics										
Weighted Average LVR	64.2%			-			62.0%			
Average Mortgage Investment		472			-			547		
Largest Mortgage Investment	1.5%	10,000		-	-		0.5%	10,800		
Top 10 largest Mortgage Investments in aggregate	7.8%	50,983		-	-		3.6%	74,507		
Pre-paid & capitalised interest loans	2.0%	13,173	9	-	-	-	14.7%	307,435	265	
Mortgage Investments by State:										
ACT	0.2%	822	3	-	-	-	0.8%	16,029	32	
NSW	29.0%	141,930	244	-	-	-	33.8%	691,121	941	
VIC	41.9%	205,397	410	-	-	-	42.5%	869,029	1,480	
QLD	16.2%	79,385	225	-	-	-	12.9%	264,477	848	
SA	2.6%	12,901	36	-	-	-	3.5%	70,982	152	
WA	8.3%	40,635	89	-	-	-	5.4%	109,382	213	
TAS	1.0%	4,815	23	-	-	-	0.5%	10,585	50	
NT	0.8%	4,031	7	-	-	-	0.6%	12,029	17	
Total	100.0%	489,916	1,037	-	-	-	100.0%	2,043,634	3,733	
Mortgage Investments Interest rate profile										
<5.00%	7.1%	34,671	68	-	-	-	0.8%	16,657	33	
5.00% - 5.99%	19.3%	94,577	204	-	-	-	5.3%	107,556	210	
6.00% - 6.99%	39.4%	193,033	408	-	-	-	28.4%	581,141	1,301	
7.00% - 7.99%	22.5%	110,409	255	-	-	-	34.6%	705,536	1,369	
8.00% - 8.99%	7.9%	38,885	62	-	-	-	20.5%	419,837	563	
9.00% - 9.99%	2.9%	14,041	23	-	-	-	7.1%	144,721	206	
10.00% - 10.99%	0.9%	4,300	17	-	-	-	3.3%	68,186	51	
11.00 - 11.99%	0.0%	0	0	-	-	-	0.0%	0	0	
> OR = 12.00%	0.0%	0	0	-	-	-	0.0%	0	0	
Total	100.0%	489,916	1,037	-	-	-	100.0%	2,043,634	3,733	

3. FUND PORTFOLIO METRICS – AS AT 30 APRIL 2019

Select Investment Account
APIR: MFL0002AU

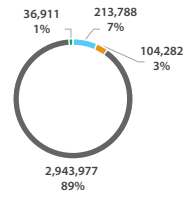
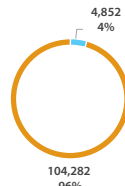
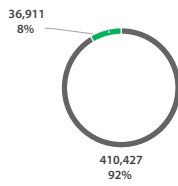
High Yield Credit Account
APIR: MFL0001AU

Fund Total
ARSN: 088 178 321

from 6.00%

7.00%

N/A



%	\$'000S	#	%	\$'000S	#	%	\$'000S	#
0.0%	0	n/a	4.4%	4,852	n/a	3.9%	128,788	n/a
0.0%	0	n/a	0.0%	0	n/a	2.6%	85,000	n/a
0.0%	0	n/a	95.6%	104,282	n/a	3.2%	104,282	n/a
41.3%	185,379	327	0.0%	0	0	51.4%	1,673,923	2,983
5.3%	23,701	16	0.0%	0	0	3.1%	100,837	222
7.8%	34,856	58	0.0%	0	0	12.7%	414,589	706
3.3%	14,774	42	0.0%	0	0	10.2%	332,217	720
0.6%	2,488	9	0.0%	0	0	0.4%	14,678	52
33.4%	149,229	122	0.0%	0	0	12.5%	407,733	252
91.7%	410,427	574	100.0%	109,134	0	100.0%	3,224,414	4,966
8.3%	36,911	103	Not Applicable			1.1%	36,911	103
100.0%	447,338	677	100.0%	109,134	0	100.0%	3,298,958	5,038
(Excludes Special Mandates)						(Excludes Special Mandates)		
60.0%			Varies per individual investment.			62.0%		
	715		0.0%	N/A			597	
2.4%	10,515		0.0%	0		0.6%	18,395	
15.0%	67,080		0.0%	0		4.0%	131,979	
31.3%	140,183	102	0.0%	0	0	14.1%	463,799	282
0.1%	3,948	7	0.0%	0	0	0.6%	17,175	35
31.3%	115,143	188	11.8%	0	0	33.2%	976,200	1,215
49.1%	13	1	10.5%	0	0	43.6%	1,285,555	1,991
13.9%	63,338	141	74.1%	0	0	12.9%	379,959	1,103
1.2%	8,147	22	0.0%	0	0	3.1%	89,969	187
4.0%	2,569	9	3.6%	0	0	5.5%	161,960	307
0.2%	197,471	329	0.0%	0	0	0.5%	15,987	74
0.2%	30,204	51	0.0%	0	0	0.6%	17,172	23
100.0%	420,833	748	100.0%	0	0	100.0%	2,943,977	4,935
0.0%	0	0	0.0%	0	0	1.7%	51,328	101
0.0%		0	0.0%	0	0	6.9%	202,133	414
2.6%	10,491	22	0.0%	0	0	26.7%	784,665	1,707
20.2%	82,813	205	0.0%	0	0	30.5%	898,758	1,693
38.6%	158,542	245	0.0%	0	0	21.0%	617,264	713
20.9%	85,934	74	0.0%	0	0	8.3%	244,696	238
17.0%	69,728	26	0.0%	0	0	4.8%	142,214	67
0.0%	0	0	0.0%	0	0	0.0%	0	0
0.7%	2,919	2	0.0%	0	0	0.1%	2,919	2
100.0%	410,427	574	0.0%	0	0	100.0%	2,943,977	4,935

3. FUND PORTFOLIO METRICS – AS AT 30 APRIL 2019

	Classic 48 hour Account APIR: LTC0001AU ISIN: AU60LTC00018			90 Day Notice Account			12 Month Term Account APIR: LTC0002AU ISIN: AU60LTC00026		
Mortgage Investments Portfolio Profile (cont'd)									
Undrawn loan commitments	1.7%	11,017	41	-	-	-	2.2%	46,448	159
Maturity Profile									
0 - 6 months	4.7%	23,008	44	-	-	-	14.9%	304,713	368
7 - 12 months	8.4%	41,141	42	-	-	-	11.5%	235,512	269
13 - 24 months	10.3%	50,236	89	-	-	-	17.0%	348,186	499
25 - 36 months	7.4%	36,373	39	-	-	-	5.7%	116,645	136
37 -60 months	3.7%	18,341	31	-	-	-	5.2%	106,296	170
61+ months	65.5%	320,817	792	-	-	-	45.7%	932,282	2,291
Total	100.0%	489,916	1,037	-	-	-	100.0%	2,043,634	3,733
LVR Profile									
< 50%	8.5%	41,651	126	-	-	-	11.6%	237,559	775
50% - 59.99%	14.4%	70,362	135	-	-	-	16.9%	346,006	617
60% - 69.99%	36.7%	179,761	347	-	-	-	40.7%	830,704	1,157
70% - 79.99%	40.4%	198,142	429	-	-	-	30.8%	629,365	1,184
= 80%	0.0%	0	0	-	-	-	0.0%	0	0
> 80%	0.0%	0	0	-	-	-	0.0%	0	0
Total	100.0%	489,916	1,037	-	-	-	100.0%	2,043,634	3,733
Total Performing Authorised Investments									
Cash	12.3%	80,383	n/a	-	-	-	2.1%	43,553	n/a
Bank Bills/Term Deposits	13.0%	85,000	n/a	-	-	-	0.0%	0	n/a
Credit Assets (RMBS Investments)	0.0%	0	n/a	-	-	-	0.0%	0	n/a
Mortgage Investments	72.5%	475,091	1,003	-	-	-	94.2%	1,965,961	3,607
Total Performing	97.8%	640,474	1,003	-	-	-	96.3%	2,009,514	3,607
Mortgage investments performing but past due									
31 - 60	0.1%	764	2	-	-	-	0.7%	14,925	16
61 - 90	0.0%	0	0	-	-	-	0.3%	5,357	11
> 90	0.0%	160	1	-	-	-	0.3%	4,007	8
Total	0.7%	3,166	5	-	-	-	0.8%	12,267	24
Non performing									
31 - 60	0.6%	4,218	8	-	-	-	1.1%	21,889	45
61 - 90	0.5%	3,208	5	-	-	-	0.8%	15,502	27
> 90	0.8%	5,182	15	-	-	-	1.4%	27,679	32
MIP	0.3%	2,217	6	-	-	-	0.4%	7,313	12
Total	2.2%	14,825	34	-	-	-	3.7%	72,383	116
Total performing past due & non-performing	3.1%	21,239	42	-	-	-	5.8%	114,670	178
Fair Value of past due & non-performing collateral held		33,527			-			214,442	
Total Performing Assets	97.8%	640,474		-	-		96.3%	2,009,514	
Non Performing Assets Ratio	2.2%	14,825		-	-		3.7%	77,673	

3. FUND PORTFOLIO METRICS – AS AT 30 APRIL 2019

Select Investment Account APIR: MFL0002AU			High Yield Credit Account APIR: MFL0001AU			Fund Total ARSN: 088 178 321		
(Excludes Special Mandates)						(Excludes Special Mandates)		
76.7%	343,129	297	0.0%	0	0	12.1%	400,594	497
43.5%	178,253	202	0.0%	0	0	17.2%	505,974	438
27.7%	113,859	140	0.0%	0	0	13.3%	390,512	367
24.2%	99,290	191	0.0%	0	0	16.9%	497,712	656
3.0%	12,357	29	0.0%	0	0	5.6%	165,375	187
1.6%	6,668	12	0.0%	0	0	4.5%	131,305	204
0.0%	0	0	0.0%	0	0	42.5%	1,253,099	3,083
100.0%	410,427	574	0.0%	0	0	100.0%	2,943,977	4,935
6.7%	27,328	79	0.0%	0	0	10.4%	306,538	922
24.1%	99,041	104	0.0%	0	0	17.5%	515,409	783
63.0%	258,738	322	0.0%	0	0	43.1%	1,269,203	1,611
6.2%	25,320	69	0.0%	0	0	29.0%	852,827	1,619
0.0%	0	0	0.0%	0	0	0.0%	0	0
0.0%	0	0	0.0%	0	0	0.0%	0	0
100.0%	410,427	574	0.0%	0	0	100.0%	2,943,977	4,935
0.0%	0	n/a	4.4%	4,852	n/a	3.9%	128,788	n/a
0.0%	0	n/a	0.0%	0	n/a	2.6%	85,000	n/a
0.0%	0	n/a	95.6%	104,282	n/a	3.2%	104,282	n/a
93.2%	382,547	542	0.0%	0	0	86.5%	2,823,599	4,775
93.2%	382,547	542	100.0%	109,134	0	96.2%	3,141,669	4,775
(EXCLUDES THIRD PARTY ORIGINATED LOANS)						(EXCLUDES THIRD PARTY ORIGINATED LOANS)		
1.3%	5,827	8	0.0%	0	0	0.7%	21,579	19
0.0%	1,691	4	0.0%	0	0	0.2%	5,510	11
0.9%	3,734	7	0.0%	0	0	1.5%	49,374	46
2.7%	11,252	19	0.0%	0	0	1.1%	76,463	76
(excludes third party originated loans)						(excludes third party originated loans)		
2.0%	8,851	7	0.0%	0	0	1.2%	39,453	58
0.1%	274	2	0.0%	0	0	0.5%	16,813	31
1.9%	8,338	11	0.0%	0	0	1.3%	41,291	44
1.2%	5,172	12	0.0%	0	0	0.5%	16,349	23
5.2%	22,634	32	0.0%	0	0	3.5%	113,906	156
11.4%	49,908	65	0.0%	0	0	5.9%	190,369	232
	100,909			0			348,878	
93.2%	382,547		100.0%	109,134		96.3%	3,141,669	
6.8%	27,880		0.0%	0		3.7%	120,378	

4. ASIC BENCHMARKS AND DISCLOSURE PRINCIPLES

ASIC Benchmarks and Disclosure Principles

To improve the disclosure of mortgage investment funds in Australia, ASIC requires information about specific operating benchmarks. Information about these benchmarks and disclosure principles is outlined below.

This information may be updated where it is not materially adverse to investors on La Trobe Financial's website at latrobefinancial.com.

ASIC has also issued an independent guide for investors about unlisted mortgage funds called 'Investing in mortgage schemes' which can be obtained on the 'Moneysmart' link from ASIC's website asic.gov.au.

Benchmark	Response
<p>1 Liquidity (<i>applicable to pooled mortgage accounts only</i>)</p> <p>La Trobe Financial has cash flow estimates that demonstrate the Fund's capacity to meet expenses, liabilities and other cash flow needs for the next 12 months, updated at least every 3 months and to reflect any material changes and approved by La Trobe Financial's Compliance Committee and directors at least every 3 months.</p>	This benchmark is met.
<p>2 Scheme Borrowing</p> <p>La Trobe Financial does not have current borrowings and does not intend to borrow on behalf of the Fund.</p>	This benchmark is met.
<p>3 Portfolio Diversification (<i>applicable to pooled mortgage accounts only</i>)</p> <p>The Fund holds a portfolio of assets diversified by size, borrower, class of borrower activity and geographic region. The Fund does not have a single loan or borrower that exceeds 5% of total assets. All loans made by the Fund are secured by first mortgages over real property.</p>	This benchmark is met.
<p>4 Related Party Transactions</p> <p>La Trobe Financial does not lend to related parties of the Responsible Entity or the Investment Manager.</p>	This benchmark is met in relation to the Classic 48 hour, 90 Day Notice, 12 Month Term and Select Investment Accounts. However, the High Yield Credit Account invests in notes issued by related parties. The Investment Manager and its related entities may, from time to time, invest in the Fund.
<p>5 Valuation Policy</p> <p>Valuations for Fund assets may be obtained from a registered valuer or, in certain cases, by the use of an Automated Valuation Method ('AVM'). Where a sworn valuation is obtained from a registered valuer, La Trobe Financial requires a valuer of the Fund's assets to be a member of an appropriate professional body where the property is located and to be independent. The valuers follow procedures for dealing with any conflicts of interest and are rotated and diverse. Valuations are obtained before the issue of a loan, on renewal and where a decrease in value of the property may have caused a loan covenant breach. AVM valuations must comply with the Investment Manager's Credit Policy.</p>	This benchmark is met except for the Classic 48 hour Account and the 90 Day Notice Account where a portion of loans have utilised a Council Valuation where the loan is valued at 40% or less of the Council Valuation.
<p>6 Lending - Loan to Valuation ratios</p> <p>La Trobe Financial does not lend more than 80% of the value of the property on the basis of the latest market valuation of property over which security is provided. For property development loans, funds are provided to the borrower in stages based on independent evidence of the progress of the development and the Fund does not lend more than 70% of the value of the property of the latest "as if complete" valuation.</p>	This benchmark is met for the 12 Month Term Account, but not the other Investment Accounts. Please refer to page 36 for further information.
<p>7 Distribution Practices</p> <p>La Trobe Financial does not pay current distributions from Fund borrowings.</p>	This benchmark is met.
<p>8 Withdrawal Arrangements</p> <p>ASIC's Regulatory Guide provides that the maximum period allowed in the Constitution for the payment of withdrawal requests is 90 days or less and the responsible entity pays withdrawal requests within that period. The responsible entity only permits withdrawals at any time on request if at least 80% of the Fund's assets:</p> <ul style="list-style-type: none"> (a) are money in an account or on deposit with a bank (either at call or on a term of less than 90 days); or (b) can reasonably be expected to be realised for market value within 10 business days. 	This benchmark is not met.

Benchmark and Disclosure Principle 1 – Liquidity

Description: This benchmark and disclosure principle addresses a fund's ability to satisfy its expenses, liabilities and other cash flow needs including the requirement for preparing approved twelve (12) month cash flow estimates. The liquidity of a mortgage fund is key to its ability to meet its representations about whether investors can withdraw from the Fund and whether the Fund can meet its other ongoing commitments. This benchmark and disclosure principle applies to our Classic 48 hour Account, 90 Day Notice Account and 12 Month Term Account. While the High Yield Credit Account is a pooled Investment Account, this benchmark and disclosure principle does not apply to it as the High Yield Credit Account is a pool of credit assets rather than a pool of mortgages.

La Trobe Financial's response

We comply with this benchmark and disclosure principle. In relation to the Classic 48 hour Account, the 90 Day Notice Account, the 12 Month Term Account and the High Yield Credit Account of the Fund, we maintain cash flow estimates for the next twelve (12) months that are updated and approved by the members of the Compliance Committee and the directors of La Trobe Financial every three months, and ensure that at all times these Accounts have cash or cash equivalents sufficient to meet the projected cash needs over the next twelve (12) months. We have a policy of ensuring that sufficient assets are held in readily realisable investments in order to meet expected future withdrawal requests.

We monitor historical rolling 12 months' inflows and outflows and regularly revise our cash flow estimates based on this historical data. We regularly review material assumptions underlying our cash flow and we periodically stress test these against relevant scenarios, such as increased levels of withdrawal requests and disruption to cash flows. We do not expect there to be any change to the Fund's expenses, liabilities and other cash flow needs that will affect our cash flow estimates. Any material changes will be reflected in our cash flow estimates.

Our policy on liquidity management for our Classic 48 hour Account, 90 Day Notice Account and 12 Month Term Account is set out in this PDS at pages 19 to 24 and 41.

In relation to the Select Investment Account, liquidity is dependent on the borrowers repaying the loans on the due date, and Investors are only entitled to withdraw from the Fund once the loans have been repaid in full by the borrowers.

To manage the internal liquidity of the High Yield Credit Account, while we target investments in short term cash of not more than 10%, we can hold more when required. We reserve the right to return investment funds to Investors (or with Investor consent, reinvest some funds into other Accounts of the Credit Fund for liquidity management).

Benchmark and Disclosure Principle 2 – Fund borrowings

Description: This benchmark and disclosure principle addresses a fund's policy on borrowing, including the fund's actual and intended borrowing. Some mortgage funds borrow against the assets of their fund to pay for distributions, withdrawal requests or scheme operations generally.

La Trobe Financial's response

We comply with this benchmark and disclosure principle. As at the date of the PDS, the Fund does not have any borrowings and does not intend to borrow.

4. ASIC BENCHMARKS AND DISCLOSURE PRINCIPLES

Benchmark and Disclosure Principle 3 – Loan portfolio and diversification

Description: This benchmark and disclosure principle addresses a fund's lending practices and portfolio risk, including concentration risk. The criteria responsible entities use to decide what loans to make vary and are especially prone to risk where:

- loan-to-valuation ratios are often higher than for traditional lending; and
- the loans made are highly concentrated to particular types of commercial activities, locations or borrowers.

ASIC has prescribed the information that we are required to disclose about the Fund's investment portfolios which meets this benchmark and disclosure principle.

This benchmark and disclosure principle applies to our Classic 48 hour Account, 90 Day Notice Account and 12 Month Term Account. While the High Yield Credit Account is a pooled Investment Account, this benchmark and disclosure principle does not apply to it as the High Yield Credit Account is a pool of credit assets rather than a pool of mortgages.

La Trobe Financial's response

The Classic 48 hour Account, 90 Day Notice Account and 12 Month Term Account comply with this benchmark and disclosure principle. Each of these Accounts holds a portfolio of assets diversified by size, borrower, class of borrower activity and geographic region. No single asset exceeds 5% of the total Fund assets and no single borrower exceeds 5% of the Fund assets. All loans made by these Accounts are secured by first mortgages over real property.

Further details of the Fund's loan portfolio and diversification information are set out in Section 3 in this PDS.

This benchmark and disclosure principle relates to pooled mortgage investments and therefore does not apply to the Select Investment Account.

The High Yield Credit Account invests in medium term credit assets secured by Australian residential and commercial real property, including Australian Residential Mortgage Backed assets and Commercial Mortgage Backed assets. These investments are comprised of a diversified pool of credit assets secured by a pool of registered mortgages held over real property, diversified by size, borrower, class of activity and geographic region. No single loan or borrower within the pool of registered mortgages securing the credit assets exceeds 5% of the High Yield Credit Account assets.

Benchmark and Disclosure Principle 4 – Related party transactions

Description: This benchmark and disclosure principle addresses the risks associated with related party lending, investments and transactions, including details of any related party transactions. Some funds lend or invest fund monies and/or transact with associated companies or businesses.

La Trobe Financial's response

We comply with this benchmark and disclosure principle insofar as it relates to the Classic 48 hour Account, 90 Day Notice Account, 12 Month Term Account and Select Investment Account.

The High Yield Credit Account invests in medium term credit assets (i.e. corporate debt or notes) secured by Australian residential and commercial real property, including Australian Residential Mortgage Backed assets and Commercial Mortgage Backed assets issued by related parties. The Investment Manager and/or other entities associated with the Investment Manager or La Trobe Financial is the borrower or the servicer, originator and/or trust manager for such trusts and/or hold notes in the securitisation structure.

La Trobe Financial and associated companies, businesses and individuals may invest in the Fund from time to time on terms equal to other Investors.

The Fund, through La Trobe Financial as the Responsible Entity, and as empowered by its Constitution, has retained an associated company, La Trobe Financial Services Pty Limited as Investment Manager for the Fund on arm's length, reasonable commercial terms. La Trobe Financial pays the Investment Manager out of the fees that it receives from the Fund as its Responsible Entity. The value of the financial benefit paid to the Investment Manager is disclosed in the Annual Report for the Fund which is available at latrobefinancial.com. La Trobe Financial does not lend to La Trobe Financial Services Pty Limited. The Board of La Trobe Financial has a policy on related party transactions, including arrangements to manage conflicts of interest, as required under the Law, which are reviewed regularly and it monitors these through the Compliance Committee of La Trobe Financial, and Board meetings to identify, mitigate and manage any associated risk.

Benchmark and Disclosure Principle 5 – Valuation policy

Description: This benchmark and disclosure principle addresses a fund's policy in relation to obtaining valuations on the properties over which mortgages are registered, including when an independent valuation is required. The valuations that different schemes rely on are carried out on a variety of bases, with differing assumptions and instructions. These valuations are fundamental to determining how much the fund may lend.

La Trobe Financial's response

We comply with this benchmark and disclosure principle in relation to the 12 Month Term Account. All properties that are used as security for loans made from the Fund are valued on an 'as is' basis and, for construction and development property, also on an 'as if complete' basis.

We have a clear policy on how often we obtain valuations which is disclosed in this PDS at Section 8 under our "Asset Selection Guidelines" and page 36 relating to Fund capital risks under "Investment Risks". We have a panel of valuers, all of whom must be appropriately registered and include in their valuation reports a warranty that their reports comply with all relevant industry standards and codes.

We do not meet this benchmark for the Classic 48 hour Account and 90 Day Notice Account because, in some cases we may rely on the value of the property stipulated in the most recent municipal rates notice where the value of the loan is to be 40% or less of the municipal rates notice valuation. In some circumstances, we may rely on an Automated Valuation Model (AVM) valuation where that AVM is obtained in accordance with the Investment Manager's Credit Policy and the Fund's Constitution.

Our valuation policy is outlined on page 37 in this PDS.

Loans made in the Select Investment Account will always disclose the valuation basis in the SPDS relating to that loan signed by the Investor.

Investments into the High Yield Credit Account are into a diversified pool of medium term credit assets, secured by a pool of registered mortgages held over real property. The valuation policies for each medium term credit asset are unique to the funding program and guidelines of each discrete credit asset. The High Yield Credit Account predominantly will invest in loans and asset backed securities originated and managed by the Investment Manager, in accordance with the valuation policy.

Benchmark and Disclosure Principle 6 – Lending principles: loan-to-valuation ratios

Description: This benchmark and disclosure principle addresses a fund's property-related lending practices, including the loan-to-valuation ratios permitted.

La Trobe Financial's response

We comply with this benchmark and disclosure principle in relation to the 12 Month Term Account. We maintain the following maximum loan-to-valuation ratios ('LVR') for loans made by the 12 Month Term Account:

- where the loan relates to property development – a LVR of not more than 70% on the basis of the latest 'as if complete' valuation; and
- in all other cases – a LVR of not more than 75% on the basis of the latest market valuation.

We do not meet this benchmark for the Classic 48 hour Account and 90 Day Notice Account in relation to property development loans. We consider in certain circumstances that it is appropriate to lend based on a higher maximum loan-to-valuation. The Classic 48 hour Account and 90 Day Notice Account allows the following maximum loan-to-valuation ratios:

- where the loan relates to property development - a LVR of not more than 75% on the basis of the latest 'as if complete' valuation; and
- in all other cases – a LVR of not more than 75% on the basis of the latest market valuation.

Where the loan relates to property development, we always ensure that the Fund only provides funds to the developer in stages, that is, on a 'cost to complete' basis, based on reliable external evidence of the progress of the development. More information is disclosed in this PDS at page 36 under our "Asset Selection Guidelines".

An important consideration with property development loans is also the "Loan-to-Cost" ('LTC') ratio, which considers the relationship between the amount that it will cost to complete the development and the total loan amount. This takes into account the value of the land on which the development is to be built, and is different to the loan-to-valuation ratio mentioned above.

Under our Asset Selection Guidelines:

- the Classic 48 hour Account and 90 Day Notice Account may invest in development loans with Loan-to-Cost ratios of no more than 90%; and
- the 12 Month Term Account may invest in development loans with Loan-to-Cost ratios of no more than 80%.

We take into account both the LVR and the LTC ratios in determining whether the proposed loan is suitable for the Accounts. Details of the loan to valuation ratios for each of the investment portfolios are contained in Sections 2 and 3 in this PDS.

A loan made in the Select Investment Account may exceed these ratios, but this will be disclosed in the SPDS relating to that loan. The SPDS will disclose the LVR for the loan, and if the loan is for a property development, it will also disclose the LTC.

4. ASIC BENCHMARKS AND DISCLOSURE PRINCIPLES

We generally comply with this benchmark in relation to the High Yield Credit Account, which has exposure to loans with a maximum LVR generally of 80%. The High Yield Credit Account may invest in credit assets secured by a pool of residential mortgages, a small number of which might comprise loans with a LVR higher than 80%. All of these loans will be the subject of lender's mortgage insurance policies ('LMI').

Benchmark and Disclosure Principle 7 – Distribution practices

Description: This benchmark and disclosure principle addresses the transparency of a fund's distribution practices including whether current distributions are paid from scheme borrowings, and disclosure of the source of distributions. Some funds pay distributions out of sources other than income, such as borrowings.

La Trobe Financial's response

We comply with this benchmark and disclosure principle. In general, we only make distributions from income made from the Fund's investments, and this has been our practice since the commencement of the Fund. We do not expect to change our practice in this regard.

The Classic 48 hour, 90 Day Notice and 12 Month Term Accounts also enjoy the benefit of an Investor Reserve that is held by and may be used by La Trobe Financial at its sole discretion to manage income risks.

For investors in Select Investment Accounts their income is dependent on the relevant borrower meeting their payment obligations. For investors in the High Yield Credit Account, their income is dependent on the performance of the underlying assets and, as with all Accounts of the Fund, is not guaranteed. More information is disclosed at page 42 in this PDS relating to Fund income risks under "Investment Risks".

In certain instances relating to the Select Investment Account, La Trobe Financial and/or the Investment Manager may temporarily fund distributions on the basis of reimbursement (at no cost) from future distributions (if any). Distributions are not funded, wholly or in part, from borrowings of the Fund.

Details of when and how distributions are paid are contained in Sections 2 and 3 in this PDS.

Benchmark and Disclosure Principle 8 – Withdrawal arrangements

Description: This benchmark and disclosure principle addresses the transparency of a fund's approach to withdrawals of investments when the fund is liquid and when the fund is non-liquid. Some mortgage funds promote short withdrawal periods to attract investors, although the maximum period allowed in the fund's constitution is much longer.

La Trobe Financial's response

We have set out in the Fund's Constitution and in Section 5 in this PDS how Investors can access their money.

We do not comply with this ASIC benchmark. Our Fund Constitution allows us to pay withdrawals whenever the Fund is "liquid", that is where at least 80% of the assets can be realised for market value within 12 months, rather than 10 business days as required by this benchmark. The Fund is liquid as at the date of this PDS. Your ability to withdraw will be impacted if the Fund ceases to be liquid. We can suspend withdrawals where it is reasonably necessary to comply with the Law.

The maximum time allowed for us to pay withdrawals from the Classic 48 hour Account and 90 Day Notice Account is 12 months. This is because we seek to align the cash position of the Classic 48 hour Account and 90 Day Notice Account with the best interests of Investors in a variety of market conditions. However, whilst we have no obligation to do so, we aim to process your withdrawal request from the Classic 48 hour Account within 2 business days and the 90 Day Notice Account within 90 days of receipt of your signed withdrawal notice, and from the 12 Month Term Account subject to the Maturity Date of investment within 21 days of the end of the month in which your investment matures.

Our approach to managing withdrawals is described in Section 5 in the PDS. In relation to the 12 Month Term Account and the High Yield Credit Account, your funds are automatically rolled over for a new term of 12 months and 2 years respectively unless you provide us with the required notice to withdraw within the prescribed timeframes.

This benchmark and disclosure principle relates to pooled investments and therefore is not applicable to the Select Investment Account in the Fund, as Investors in this Investment Account have no right to withdraw from the investments until the loan to which the mortgage relates has been repaid.

When the Fund is not liquid as defined under the Law, an Investor may withdraw from the Fund in accordance with the terms of any withdrawal offer made by La Trobe Financial in accordance with the provisions of the Law regulating officers of that kind. If there is no withdrawal offer currently open for acceptance by Investors, an Investor has no right to withdraw from the Fund.

Investment Account 1 – Classic 48 hour Account

The Classic 48 hour Account offers you a variable rate of return from investment in a range of Australian dollar assets. Returns from the Classic 48 hour Account are variable, are calculated on daily balances invested by you and are paid monthly as directed by you.

The rates of return are not guaranteed and are determined by future revenue of the pool of assets that make up the Classic 48 hour Account and may be lower than expected. The rate of return is set at the end of each month.

Investment objective and strategy

The Classic 48 hour Account aims to provide Investors with a reasonably stable and predictable income based on a monthly variable rate of return, investing in loans secured by mortgages including, in some cases, aged care and reverse mortgage loans, cash, term deposits, bonds issued by a State or Federal Government or an Australian financial institution, negotiable certificates of deposit and bank bills, retaining a higher cash allocation than other Accounts in the Fund.

You can use the Classic 48 hour Account either as a place to invest any available cash or as a holding account for your money while you decide in which of the Fund's other Investment Accounts you would like to invest.

Asset allocation

The Classic 48 hour Account may invest in a range of asset types – cash, term deposits, bank bills, bonds issued by a State or Federal Government or an Australian financial institution, negotiable certificates of deposit and loans secured by a mortgage. We manage the asset allocation to maximise returns to Investors in the Classic 48 hour Account, while minimising the risk exposure of its portfolio and maintaining appropriate cash levels for the Account.

Payment of investment returns

The investment returns on funds invested in the Classic 48 hour Account are:

- variable and calculated on the daily balances invested by you;
- set at the end of each month based on interest received from the assets of the Classic 48 hour Account; and
- paid within fourteen (14) days after the end of each month by direct credit to the bank account nominated in your Application Form or as otherwise directed by you.

The first payment of investment returns is made within fourteen (14) days of the end of the month in which you invest. You may check with La Trobe Financial on 1800 818 818 or check our website for the current rate of investment return.

Investors in the Classic 48 hour Account may benefit from the Investor Reserve set aside, maintained and held by La Trobe Financial from its own management income for the sole benefit of Investors. It may be used by La Trobe Financial, in its sole discretion, to reduce volatility in distributions to Investors, to cover expenses that could otherwise be charged to Investors under the Fund Constitution, to fund loss recovery action for Classic 48 hour Account investments and to meet any shortfalls incurred on individual assets of the Classic 48 hour Account. More information on the operation of the Investor Reserve can be found in Section 11 of this PDS.

If you direct us, we will reinvest your investment returns in the Classic 48 hour Account, 90 Day Notice Account or 12 Month Term Account.

Classic 48 hour Account – Access to your money

For Classic 48 hour Account Investors, you have access to your funds by giving notice to La Trobe Financial. You can give notice to us by email, in writing, or you can log on to your account through La Trobe Direct.

Under the Constitution of the Fund, we have 12 months from receipt of your withdrawal notice within which to comply with your request, if for whatever reason there is insufficient liquidity in this Account to meet the two (2) business day timeframe.

However, we will make every endeavour to release funds two (2) business days after receiving your withdrawal notice. As at the date of this PDS, there has never been a case in the history of this Account, since 1999, when we have not honoured a withdrawal request on time due to a lack of liquidity.

In determining whether to honour the two (2) business day timeframe, we have to have regard to the Fund's cash position and the best interests of all Investors in the Account.

We will directly credit your nominated bank account with the requested proceeds. Please note that we do not permit, and will not pay, withdrawals to third party bank accounts.

La Trobe Financial is only permitted to action withdrawal requests while the Fund is "liquid" as defined under the Law. We can suspend withdrawals where it is reasonably necessary to comply with the Law.

If you wish to have access to your funds for the sole purpose of investing those funds into another Fund Investment Account, you may, at the sole discretion of La Trobe Financial, be given earlier access to your funds without penalty.

5. INVESTMENT ACCOUNTS – CLASSIC 48 HOUR ACCOUNT

Classic 48 hour Account – Cash management

La Trobe Financial aims to maintain an appropriate cash level within the Classic 48 hour Account. This policy balances the need to meet reasonably foreseeable withdrawal requests with the required investment of funds in a percentage of fixed term loans and credit investments in order to generate the income return levels sought by Investors on their total invested funds. Maintenance of the appropriate cash level is subject to inevitable short term fluctuations relating to investment and withdrawal activities. If at any time during a calendar month, La Trobe Financial has received withdrawal requests or acceptances of withdrawal offers for amounts which exceed the available cash such that an insufficient amount of cash is or would be available to satisfy all requests received, then from that time onwards the requests will be satisfied proportionately in accordance with the following formula:

$$\text{The amount of money available} \quad \times \quad \frac{\text{The amount an Investor has requested to withdraw}}{\text{Total of all amounts Investors request to withdraw}}$$

Whenever less than full withdrawal requests are able to be satisfied, Investors will be notified of this. La Trobe Financial has historically not paid less than full withdrawals. Investors receiving proportionate withdrawals according to the above formula will have the outstanding withdrawal balances redeemed in the month(s) thereafter, subject to cash constraints and again subject to the above formula if relevant. In these circumstances such withdrawal requests from any one (1) month will be met completely prior to satisfaction of requests received in subsequent months, unless instructed otherwise by you, gaining priority as a class according to the time of La Trobe Financial receiving the withdrawal request.

Classic 48 hour Account – Capital provisioning

La Trobe Financial's management of the Classic 48 hour Account also includes operating a provisioning policy relating to potential and actual losses of Investor funds in specific, individually identified investments. The primary aim of this policy is to effect an appropriately equitable distribution of any such shortfalls amongst all relevant Investors in the Classic 48 hour Account. As a result, withdrawals of Investor funds will be adjusted, if applicable, to reflect an appropriate allocation of any provision balances (in proportion to the total funds invested in the Classic 48 hour Account) existing at the time of the withdrawal. La Trobe Financial has historically not had to provide for any investment losses in the Classic 48 hour Account although there is no guarantee that losses will not occur in the future.

Investors in the Classic 48 hour Account may benefit from the dedicated Investor Reserve (as described on page 57) held by La Trobe Financial which La Trobe Financial may use, in its sole discretion, to reduce volatility in distributions of investment returns, cover expenses that could otherwise be charged to Investors under the Fund Constitution, fund loss recovery actions for Classic 48 hour Account investments and meet shortfalls on individual assets of the Classic 48 hour Account from time to time.

Investment Account 2 – 90 Day Notice Account

The 90 Day Notice Account offers you a variable rate of return from investment in a range of Australian dollar assets. Investors' monies are 'pooled' and invested collectively, meaning that your investment is secured by the entire pool of assets in the proportion to which your investment bears to the total investment pool in the Account. No individual Investor has a specific entitlement to any individual mortgage or asset.

The rates of return are not guaranteed and are determined by future revenue of the pool of assets that make up the 90 Day Notice Account and may be lower than expected. The rate of return is set at the end of each month.

Investment objective and strategy

The 90 Day Notice Account aims to provide Investors with a reasonably stable and predictable income based on a monthly variable rate of return, investing in loans secured by mortgages including, in some cases, aged care and reverse mortgage loans, cash, term deposits, bonds issued by a State or Federal Government or an Australian financial institution, negotiable certificates of deposit and bank bills.

Asset allocation

The 90 Day Notice Account is invested predominately in loans secured by first mortgages. It may also invest in a range of asset types – cash, term deposits, bank bills, bonds issued by a State or Federal Government or an Australian financial institution, negotiable certificates of deposit.

We manage the asset allocation of the 90 Day Notice Account to maximise returns to Investors, while minimising the risk exposure of its portfolio and maintaining appropriate cash levels for the Account.

Payment of investment returns

The investment returns on funds invested in the 90 Day Notice Account are:

- variable and calculated on the daily balances invested by you;
- set at the end of each month based on interest received from the assets of the 90 Day Notice Account; and
- paid within fourteen (14) days after the end of each month by direct credit to the bank account nominated in your Application Form or as otherwise directed by you.

The first payment of investment returns is made within fourteen (14) days of the end of the month in which you invest. You may check with La Trobe Financial on 1800 818 818 or check our website for the current rate of investment return.

Investors in the 90 Day Notice Account may benefit from the Investor Reserve set aside, maintained and held by La Trobe Financial from its own management income for the sole benefit of Investors. It may be used by La Trobe Financial, in its sole discretion, to reduce volatility in distributions to Investors, to cover expenses that could otherwise be charged to Investors under the Fund Constitution, to fund loss recovery action for 90 Day Notice Account investments and to meet any shortfalls incurred on individual assets of the 90 Day Notice Account. More information on the operation of the Investor Reserve can be found in Section 11 of this PDS.

If you direct us, we will reinvest your investment returns in the Classic 48 hour Account, 90 Day Notice Account or 12 Month Term Account. Your investment returns that are reinvested in the 90 Day Notice Account may be withdrawn where a written withdrawal request providing 90 days' notice has been given.

90 Day Notice Account – Access to your money

For 90 Day Notice Account Investors, you have access to your funds by giving notice to La Trobe Financial. You can give notice to us by email, in writing, or you can log on to your account through La Trobe Direct.

Under the Constitution of the Fund, we have 12 months from receipt of your withdrawal notice within which to comply with your request, if for whatever reason there is insufficient liquidity in this Account to meet the 90 day timeframe.

However, we will make every endeavour to release your funds 90 days after receiving your withdrawal notice. Where the 90 day notice period ends on a weekend or public holiday, your withdrawal request will be honoured on the next business day. Although the 90 Day Notice Account is a new retail offering, there has never been a case in the history of the Fund, since inception, when we have not honoured a withdrawal request on time due to a lack of liquidity.

In determining whether to honour your withdrawal request within the 90 day timeframe, we have to have regard to the Fund's cash position and the best interests of all Investors in the Account.

We will directly credit your nominated bank account with the requested proceeds. Please note that we do not permit, and will not pay, withdrawals to third party bank accounts.

La Trobe Financial is only permitted to action withdrawal requests while the Fund is "liquid" as defined under the Law. We can suspend withdrawals where it is reasonably necessary to comply with the Law.

If you wish to have access to your funds for the sole purpose of investing those funds into another Fund investment Account (excluding the Classic 48 hour Account), you may, at the sole discretion of La Trobe Financial, be given earlier access to your funds without penalty.

5. INVESTMENT ACCOUNTS – 90 DAY NOTICE ACCOUNT

90 Day Notice Account – Cash management

La Trobe Financial aims to maintain an appropriate cash level within the 90 Day Notice Account. This policy balances the need to meet reasonably foreseeable withdrawal requests with the required investment of funds in a percentage of fixed term loans and credit investments in order to generate the income return levels sought by Investors on their total invested funds. Maintenance of the appropriate cash level is subject to inevitable short term fluctuations relating to investment and withdrawal activities.

If at any time during a calendar month, La Trobe Financial has received withdrawal requests or acceptances of withdrawal offers for amounts which exceed the available cash such that an insufficient amount of cash is or would be available to satisfy all requests received, then from that time onwards the requests will be satisfied proportionately in accordance with the following formula:

$$\text{The amount of money available} \times \frac{\text{The amount an Investor has requested to withdraw}}{\text{Total of all amounts Investors request to withdraw}}$$

Whenever less than full withdrawal requests are able to be satisfied, Investors will be notified of this. Although the 90 Day Notice Account is a new retail offering, across the Fund La Trobe Financial has historically always paid full redemptions. Investors receiving proportionate withdrawals according to the above formula will have the outstanding withdrawal balances redeemed in subsequent month(s), unless you instruct us otherwise, subject to cash constraints and again subject to the above formula if relevant. In these circumstances such withdrawal requests from any one (1) month will be met completely prior to satisfaction of requests received in subsequent months, gaining priority as a class according to the time of La Trobe Financial receiving the withdrawal request.

90 Day Notice Account – Capital provisioning

La Trobe Financial's management of the 90 Day Notice Account also includes operating a provisioning policy relating to potential and actual losses of Investor funds in specific, individually identified investments. The primary aim of this policy is to effect an appropriately equitable distribution of any such shortfalls amongst all relevant Investors in the 90 Day Notice Account. As a result, withdrawals of Investor funds will be adjusted, if applicable, to reflect an appropriate allocation of any provision balances (in proportion to the total funds invested in the 90 Day Notice Account) existing at the time of the withdrawal. There is no guarantee that investment losses will not occur in the future.

Investors in the 90 Day Notice Account may benefit from the dedicated Investor Reserve (as described on page 57) held by La Trobe Financial which La Trobe Financial may use, in its sole discretion, to reduce volatility in distributions of investment returns, cover expenses that could otherwise be charged to Investors under the Fund Constitution, fund loss recovery actions for 90 Day Notice Account investments and meet shortfalls on individual assets of the 90 Day Notice Account from time to time.

Investment Account 3 – 12 Month Term Account

The 12 Month Term Account offers you a variable rate of return from a pool of loans secured by registered first mortgages chosen and managed by La Trobe Financial. Investors' monies are 'pooled' and invested collectively, meaning that your investment is secured by the entire pool of mortgages in the proportion to which your investment bears to the total investment pool in the Account. No individual Investor has a specific entitlement to any individual mortgage. Loans which form part of the 12 Month Term Account are subject to the credit analysis criteria discussed in Section 8 in this PDS.

The rates of return are not guaranteed and are determined by future revenue of the pool of assets that comprise the 12 Month Term Account and may be lower than expected.

Investment objective and strategy

The 12 Month Term Account aims to provide Investors with a reasonably stable and predictable income based on a monthly variable rate of return, investing in a wide range of loans secured by first mortgages in a range of industry sectors, with geographic diversification across Australia. Choosing the 12 Month Term Account means you enjoy substantial diversification of investment in loans secured by first mortgages.

Asset allocation

The 12 Month Term Account is invested almost entirely in loans secured by first mortgages, with the exception of small cash and term deposit holdings held to meet cash requirements. The 12 Month Term Account aims to hold mortgages in a range of security types, with geographic diversification across Australia.

Payment of investment returns

The investment returns on funds invested in the 12 Month Term Account are:

- variable and calculated on the daily balances invested by you;
- set at the end of each month based on interest received from the assets of the 12 Month Term Account; and
- paid within fourteen (14) days after the end of each month by direct credit to the bank account nominated in your Application Form or as otherwise directed by you.

The first payment of investment returns is made within fourteen (14) days of the end of the month in which you invest. You may check with La Trobe Financial on 1800 818 818 or check our website for the current rate of investment return.

Investors in the 12 Month Term Account may benefit from the Investor Reserve set aside, maintained and held by La Trobe Financial from its own management income for the sole benefit of Investors. It may be used by La Trobe Financial, in its sole discretion, to reduce volatility in distributions to Investors, to cover expenses that could otherwise be charged to Investors under the Fund Constitution, to fund loss recovery action for 12 Month Term Account investments and to meet any shortfalls incurred on individual assets of the 12 Month Term Account. More information on the operation of the Investor Reserve can be found in Section 11 of this PDS.

If you direct us, we will reinvest your investment returns in the Classic 48 hour Account, 90 Day Notice Account or 12 Month Term Account. Your investment returns that are reinvested in the 12 Month Term Account may be withdrawn where a written withdrawal request providing 30 days' notice has been given.

12 Month Term Account - Access to your money

For 12 Month Term Account Investors, you have access to your funds by giving notice to La Trobe Financial. You can give notice to us by email, in writing or you can log onto your account.

Annual Access Cycle: Under the Annual Access Cycle, the 12 Month Term Account is a twelve (12) month investment and your investment matures twelve months from the date of receipt by us of your investment ('Maturity Date'). To withdraw your investment, you must submit a completed, written Withdrawal Request at least thirty (30) days prior to the Maturity Date. Should we not receive a Withdrawal Request at least thirty (30) days prior to the Maturity Date, your complete investment will be automatically rolled over into a further twelve month investment.

We will not write to you separately regarding the expiry of each investment, but your Maturity Date will be notified to you on receipt of each investment and you may request a 12 Month Term Account Maturity Profile from us at any time (a fee may apply or it can be viewed at any time on La Trobe Direct without incurring a fee).

Please note that for sophisticated or wholesale investors, we reserve the right to negotiate a staggered maturity profile e.g. quarterly to protect the interests of all Investors.

Regular Access Cycle: The Regular Access Cycle is designed for medium to long term Investors (minimum investment cycle of 24 months) who want to retain the option to access part of their capital after the initial twelve month investment term.

The following three (3) Regular Access Cycles are:

- Monthly – 8.33% (one twelfth) of invested capital available;
- Quarterly – 25% (one quarter) of invested capital available; or
- Half Yearly – 50% (one half) of invested capital available.

5. INVESTMENT ACCOUNTS – 12 MONTH TERM ACCOUNT

Where the Regular Access Cycle is nominated at the time of investment, after the initial twelve month investment, a proportionate component of your total investment 'freed up' each month, quarter or six month period, as nominated by you. For example, if you have selected the 'monthly' option, after the initial twelve month investment period, one twelfth of your investment becomes available each month and will be paid according to your instructions unless you instruct otherwise.

Thirty days' written notice is required if you opt to withdraw under the Regular Access Cycle. If we do not receive the relevant written notice then that part of your investment will be reinvested for a further twelve month investment term.

One written instruction from you can direct a progressive release of all or part of your investment within the twelve months after the initial twelve month investment. For existing investors wishing to move from the 12 month term to a shorter regular access cycle:

- 30 days written notice prior to maturity date is required;
- a minimum initial investment period of 12 months must be completed on each investment; and
- where there are multiple maturity dates, the regular access cycle will commence from the next maturity date.

Generally: All withdrawal payments will be made within twenty-one (21) days of the end of the month in which the Maturity Date occurs and all are subject to availability of cash in the Fund and the Fund being liquid. The withdrawal amount will, if relevant, include any adjustment determined in accordance with the capital provisioning policy outlined below. Please note that we do not permit, and will not pay, withdrawals to third party bank accounts.

Withdrawal prior to maturity is generally not permitted. However, we may consider a written request for each withdrawal at our discretion, including for the purposes of investing those funds into another Fund investment account (excluding the Classic 48 hour Account and 90 Day Notice Account). Such withdrawals will be subject to the interests and needs of other Investors and may be subject to an Early Withdrawal Fee. Please refer to Section 7 in this PDS.

Please note that separate access arrangements apply to Investors who invest through a platform. See Section 6 and speak with your platform provider for more information.

La Trobe Financial is only permitted to action withdrawal requests while the Fund is "liquid" as defined under the Law. We can suspend withdrawals where it is reasonably necessary to comply with the Law.

12 Month Term Account - Cash management

La Trobe Financial aims to maintain a cash level within the 12 Month Term Account. This policy balances the need to meet reasonably foreseeable withdrawal requests with the required investment of funds in fixed term mortgages in order to generate the return sought by Investors on their investment. Maintenance of the appropriate cash level is subject to inevitable short term fluctuations relating to investment and withdrawal activities.

If at any time during a calendar month, La Trobe Financial has received withdrawal requests or acceptances of withdrawal offers for amounts which exceed the available cash such that an insufficient amount of cash is or would be available to satisfy all requests received, then from that time onwards the requests will be satisfied proportionately in accordance with the following formula:

$$\text{The amount of money available} \times \frac{\text{The amount an Investor has requested to withdraw}}{\text{Total of all amounts Investors request to withdraw}}$$

Whenever less than full withdrawal requests are able to be satisfied, Investors will be notified of this. La Trobe Financial has historically always paid withdrawals in full. Investors receiving proportionate withdrawals according to the above formula will have the outstanding withdrawal balances redeemed in the month(s) thereafter, unless you instruct otherwise, subject to cash constraints and again subject to the above formula if relevant. Withdrawal requests from any one (1) month will be met completely prior to satisfaction of requests received in subsequent months, gaining priority as a class according to the time of La Trobe Financial receiving the withdrawal request.

12 Month Term Account - Capital provisioning

Investors in the 12 Month Term Account may benefit from the dedicated Investor Reserve held by La Trobe Financial (as described on page 57) which La Trobe Financial may use, in its sole discretion, to reduce volatility in distributions of investment returns, cover expenses that could otherwise be charged to Investors under the Fund Constitution, fund loss recovery actions for 12 Month Term Account investments and meet shortfalls on individual assets of the 12 Month Term Account from time to time. La Trobe Financial also operates a provisioning policy relating to losses in individual 12 Month Term Account assets. The primary aim of this policy is to effect an appropriately equitable distribution of any such shortfalls amongst all relevant Investors in the 12 Month Term Account. As a result, withdrawals of Investor funds will be adjusted, if applicable, to reflect an appropriate allocation of any provision balances (in proportion to the total funds invested in the 12 Month Term Account) existing at the time of withdrawal. Investors have historically not incurred any investment losses in the 12 Month Term Account (although there is no guarantee that losses will not occur in the future).



Investment Account 4 – Select Investment Account

The Select Investment Account offers you fixed or variable rates of return and the opportunity to choose the mortgage investments in which you invest. You select which mortgage investment suits you, based on information about the mortgage investment, its term and interest rate, the security property and the borrower. You receive the benefits and the rights that attach to the mortgage investment that you select and are exposed to its specific risks. You are not required to fund the full loan amount.

If you choose the Select Investment Account, this PDS is the first part of a two part disclosure process, and you will be subsequently provided with a separate document called a **'Supplementary Product Disclosure Statement' ('SPDS')**. The SPDS supplements the information contained in this PDS, and will provide you with information about the specific loan you select, such as the location, the property, the interest rate and the term of the investment. In some cases, the Select Investment Account offers the opportunity to invest in portfolios of loans with specific characteristics that will also be outlined in the relevant SPDS. You should consider both the information in this PDS and in the SPDS before deciding to invest in the Select Investment Account.

The rates of return are not guaranteed and are determined by the performance of the investment you select as disclosed in the SPDS.

Investment objective and strategy

The Select Investment Account aims to provide Investors with reasonably stable and predictable income based generally on fixed rates of return over a set period on a monthly basis, investing primarily in loans.

The Select Investment Account provides less diversification of investment income and access to your funds for each individual investment than the 12 Month Term Account. However, you have the benefit of selecting the investment yourself and the potential to achieve higher returns.

Asset allocation

The Select Investment Account is invested in residential, commercial, retail, rural, construction and development and industrial real estate loans secured by registered first mortgages. The Select Investment Account may also offer lower priority security (such as a second or subsequent mortgage). These special characteristics will be disclosed to you in the SPDS for the specific loan you select.

As investments mature and capital is partially or fully released, your money will be placed into your Classic 48 hour Account or 90 Day Notice Account, in accordance with your instructions, until you select another investment in which to invest.

If an individual borrower seeks to renew a loan in which you are invested for a further term, the loan will be re-submitted to you by way of another SPDS for your consideration and approval. Provision of the SPDS to Investors will generally occur prior to maturity but it is dependent on completion of our credit assessment. There will be no obligation on you to approve the renewed loan and if you do not so approve, your money will be placed in your Classic 48 hour Account, 90 Day Notice Account or as directed by you, subject to discharge, refinance of the loan by the borrower, or location of a Substitute Investor. If a borrower is unable to repay the loan at maturity, we will take the appropriate action to protect your interests. This may include legal action, informal loan extensions and any other action we deem necessary. We will write to you in such cases.

Commencement of earnings

Following completion and lodgement of the Application Form, your investment will be deposited into the Classic 48 hour Account or 90 Day Notice Account, in accordance with your instructions, and will start earning an investment return immediately. Earnings on your Select Investment Account will commence on settlement of the loan, or, if you invest post-settlement, on the date of your investment.

Payment of investment returns

For Select Investors, payments are generally monthly, but this may be varied by disclosure in the SPDS. Investment earnings are dependent on the borrower making the payments required under the loan.

Once the borrower has made the payment required under the loan, the payment has to be cleared and this may take up to five (5) business days. Funds are then credited to Investors' accounts. In certain instances, La Trobe Financial may arrange for a borrower to prepay interest so as to reduce the credit risk of the loan. This will be identified in the SPDS and La Trobe Financial will ensure that funds are credited to Investors' accounts within five (5) business days of the regular payment date outlined in the SPDS. If you direct us, we will reinvest any investment return payable to you into your Classic 48 hour Account, 90 Day Notice Account or 12 Month Term Account.

Select Investment Account – Investment term

The investment term is agreed to by you following disclosure of the investment term in the SPDS. The usual term is between 12-24 months, although other terms are available.

Select Investment Account – Access to your money

Withdrawals are not available to Select Investment Account Investors during the agreed term of each selected investment and we are under no obligation to process a withdrawal request from an Investor in a Select investment during the agreed term of that Select investment. We may, at our discretion, consider such a request from Select Investors who need, through unforeseen and exceptional circumstances, to withdraw part or the whole of their investment prior to the Select investment maturity but only where La Trobe Financial can locate a Substitute Investor, and only where the withdrawal occurs or is to occur while the Fund is 'liquid' as defined in the Law. The withdrawal would then be considered only if a Substitute Investor is available. An authorised withdrawal in such an instance will be subject to an Early Withdrawal Fee. Please refer to Section 7 in this PDS.

You can give notice to us by email or in writing.

5. INVESTMENT ACCOUNTS – HIGH YIELD CREDIT ACCOUNT

Investment Account 5 – High Yield Credit Account

The High Yield Credit Account offers you a variable rate of return from a portfolio of medium term credit assets secured by Australian residential and commercial real property. Investors' monies are 'pooled' and invested collectively, meaning that your investment is secured by the entire pool of assets in the proportion to which your investment bears to the total investment pool in the Account. No individual Investor has a specific entitlement to any individual asset. The rates of return are not guaranteed and are determined by the revenue of the pool of assets that comprise the High Yield Credit Account and might be lower than expected.

Investment objective and strategy

The High Yield Credit Account aims to provide Investors with a reasonably stable and predictable income based on a monthly variable rate of return, investing in medium term credit assets secured by Australian residential and commercial real property. Choosing the High Yield Credit Account means that you enjoy substantial diversification of investment in loans secured by first mortgages and structured as medium term notes. The High Yield Credit Account is, in general, more suitable for experienced Investors and investments will be subject to the minimum initial and subsequent investment amounts as set by La Trobe Financial from time to time.

Asset allocation

The High Yield Credit Account invests in medium term credit assets secured by Australian residential and commercial real property and includes:

- Australian Residential Mortgage Backed Assets (**RMBA**); and
- Australian Commercial Mortgage Backed Assets (**CMBA**); and
- Cash and Term Deposits.

RMBA is an investment that is secured by Australian residential mortgages and includes Residential Mortgage Backed Securities (**RMBS**), Residential Mortgage Backed Loans (**RMBL**) and direct mortgages, including construction and development loans. RMBS and RMBL are secured against a pool of residential mortgages. Each pool supports a number of tranches of investments with different risk/return characteristics and priorities. RMBS and RMBL can be rated by external rating agencies or unrated. The majority of investments issued in respect of RMBS and RMBL are repaid within a period of 1 to 4 years. However, the maximum investment term could be longer, up to the length of the longest mortgage term loan in the portfolio (generally, up to 30 years).

CMBA is an investment that is secured by commercial mortgages and includes Commercial Mortgage Backed Securities (**CMBS**), Commercial Mortgage Backed Loans (**CMBL**) and direct mortgages, including construction and development loans. CMBS and CMBL are secured against a pool of commercial mortgages. Each pool supports a number of tranches of investments with different risk/return characteristics and priorities. CMBS and CMBL can be rated by external rating agencies or unrated. The majority of investments issued in respect of CMBS and CMBL are repaid within a period of 1 to 4 years. However, the maximum investment term could be longer, up to the length of the longest mortgage term loan in the portfolio (generally, up to 25 years).

Payment of investment returns

The investment returns on funds invested in the High Yield Credit Account are:

- variable and calculated on the daily balances invested by you;
- set at the end of each month based on interest received from the assets of the High Yield Credit Account; and
- paid within fourteen (14) days after the end of each month by direct credit to the bank account nominated in your Application Form or as otherwise directed by you.

The first payment of investment returns is made within fourteen (14) days of the end of the month in which you invest. You may check with La Trobe Financial on 1800 818 818 or check our website for the current rate of investment return.

If you direct us, we will reinvest any distribution payable to you in either the Classic 48 hour Account, 90 Day Notice Account or the 12 Month Term Account.

5. INVESTMENT ACCOUNTS – HIGH YIELD CREDIT ACCOUNT

High Yield Credit Account - Access to your money

The High Yield Credit Account has an initial four (4) year investment period, followed by a rolling two (2) year investment period thereafter. To withdraw your investment at the end of the initial four year period, you must provide written notice to La Trobe Financial of your intention to withdraw at least three (3) months prior to your maturity date. Where no notice is received your investment will automatically roll for a further two years. We will not write to you separately regarding the expiry of each investment, but your Maturity Date will be notified to you on receipt of each investment and you may request a High Yield Credit Account Maturity Profile from us at any time (a fee may apply or it can be viewed at any time on La Trobe Direct without incurring a fee).

Please note that for sophisticated or wholesale investors, we reserve the right to negotiate a staggered maturity profile to protect the interests of all Investors.

Regular Access Cycle: All investors in the High Yield Credit Account benefit from the Regular Access Cycle, which provides an alternative to redeeming your investment in full at the end of the investment period. Under the Regular Access Cycle, following the initial four (4) year investment term and during subsequent investment periods, 25% of your investment can be accessed every six (6) months. To utilise the Regular Access Cycle, you must provide written notice to La Trobe Financial of your intention to withdraw at least three (3) months prior to the half-yearly anniversary of your investment date.

Generally, all withdrawal payments will be made within twenty-one (21) days of the end of the month in which the Maturity Date occurs and all are subject to availability of cash in the Fund and the Fund being liquid. The withdrawal amount will, if relevant, including any adjustment determined in accordance with the capital provisioning policy outlined below. Please note that we do not permit, and will not pay, withdrawals to third party bank accounts.

Withdrawal prior to maturity is generally not permitted. However, we may consider a written request for early withdrawal at our discretion. Such withdrawals will be subject to the interests and needs of other Investors and will be subject to an Early Withdrawal Fee. Please refer to Section 7 in this PDS.

High Yield Credit Account – Cash management

La Trobe Financial aims to maintain an appropriate cash level within the High Yield Credit Account. This policy balances the need to meet reasonably foreseeable redemption requests with the required investment of funds in credit assets in order to generate the return sought by Investors on their investment.

Maintenance of the appropriate cash level is subject to inevitable short term fluctuations relating to investment and redemption activities. If at any time during a calendar month, La Trobe Financial has received redemption requests or acceptances of withdrawal offers for amounts which exceed the available cash such that an insufficient amount of cash is or would be available to satisfy all requests received, then from that time onwards the requests will be satisfied proportionately in accordance with the following formula:

$$\text{The amount of money available} \times \frac{\text{The amount an Investor has requested to withdraw}}{\text{Total of all amounts Investors request to withdraw}}$$

Whenever less than full redemptions are able to be made, Investors will be notified of this. Although the High Yield Credit Account is a new retail offering, across the Fund La Trobe Financial has historically always paid full redemptions. Investors receiving proportionate redemptions according to the above formula will have the outstanding redemption balances redeemed in the month(s) thereafter, subject to cash constraints and again subject to the above formula if relevant. Redemption requests from any one (1) month will be met completely prior to satisfaction of requests received in subsequent months, unless you instruct us otherwise, gaining priority as a class according to the time of La Trobe Financial receiving the redemption request.

To manage the internal liquidity of the High Yield Credit Account, La Trobe Financial reserves the right to return investment funds to Investors or, with Investor consent, reinvest funds into other Accounts of the Fund.

High Yield Credit Account – Capital provisioning

La Trobe Financial operates a capital provisioning policy in relation to losses incurred on individual portfolio assets. The primary aim of this policy is to effect an equitable distribution of any shortfalls amongst all relevant investors in the High Yield Credit Account. In this case, redemptions will be adjusted in proportion to the total funds invested in the High Yield Credit Account.

6. INVESTING THROUGH INVESTMENT PLATFORMS

Platform investment

You may invest in the Fund through investment platforms, also referred to as 'wraps'. We authorise the use of this PDS as disclosure to investors who wish to access the Fund through investment platforms. Investment platform investors are considered a separate class of investor in the Fund. If you use an investment platform, you should complete the application form provided by the investment platform.

If you are gaining access to the Fund through an investment platform, you do not yourself become an Investor in the Fund. Generally, it is the investment platform that has the rights of an Investor, and you should be aware that as an indirect investor in the Fund, you will not enjoy the rights that a direct Investor in the Fund has.

You should be able to request reports on the Fund from the investment platform, and you should direct any enquiries to it.

Investments are subject to the risks and features as outlined in Sections 5 and 9 in this PDS. These include investment objectives and strategy, asset allocation, distributions of investment returns, cash management and capital provisioning.

This section of the PDS does not attempt to provide all information relating to the Fund and its Investment Accounts and is supplemented by the rest of the PDS.

Investments in the Fund via an investment platform can be invested in either the Classic 48 hour Account, 90 Day Notice Account or the 12 Month Term Account.

Access to your money

Requesting a withdrawal: For investments through platforms, withdrawal requests are made to the platform.

Processing withdrawal requests: At any time during your investment you can direct a release of all or part of your investment, subject to this section, by contacting your financial adviser or platform operator. Platform investors are not charged the Early Withdrawal Fee.

Withdrawal requests will be processed monthly, with the specified withdrawal date being the 15th day of each calendar month. Where the specified withdrawal date is not a business day, it will be processed on the next business day. A business day is any day other than Saturday, Sunday or a public holiday in Victoria, Australia, or such other date as requested by the platform and agreed to by La Trobe Financial.

Withdrawal requests will only be accepted where the request is received before 11am Melbourne time, on the withdrawal date. Requests received after 11am on the withdrawal date will be held over to the subsequent specified withdrawal date. Where multiple withdrawal requests per Investor are received, we will aggregate and process the total withdrawal requests.

Funds will be set aside to meet likely withdrawal requests. In determining the amount to be set aside we will take into account factors including the amount of cash available in the Fund. At all times we will act having regard to the best interests of all investors in the Fund.

Reducing withdrawal payment amounts: Where insufficient funds are available to meet withdrawal requests relating to a specified withdrawal date, withdrawal payment amounts will be reduced on a pro-rata basis. Unmet portions of any withdrawal request will be cancelled.

Where we reduce the withdrawal payment, you will need to submit a new withdrawal request through your platform. Your new request can be for the balance of the unpaid withdrawal amount or any other amount. This new withdrawal request will be processed at the specified withdrawal date relevant to the date we receive the request from your platform, and will be reduced on a pro-rata basis if there is insufficient cash available in the Fund to fully meet the request. We will notify you in writing if we reduce withdrawal payment amounts.

Payment times: Withdrawal payments will be made within twenty-one (21) days of the withdrawal date, subject to the availability of cash in the Fund. The withdrawal amount will, if relevant, include any adjustment determined in accordance with the Total Withdrawals policy outlined below.

Total withdrawals: The Fund need not accept total withdrawals exceeding 2% of a platform investor's total investments.

Consumer advisory warning

The following consumer advisory warning is required under Australian law in the form that appears below, to alert Investors to the importance of value for money, the compounding effect of fees and costs, and their impact over time.

DID YOU KNOW?

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

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

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

You may be able to negotiate to pay lower contribution fees and management costs where applicable. Ask the Fund or your financial adviser.

TO FIND OUT MORE

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

Fees and other costs

This document shows the fees and other costs that you may be charged from the various Investment Accounts in this Fund. These fees and other costs may be deducted from your money, from the returns on your investment or from the assets of the Fund as a whole. Taxes are set out in Section 11 of this document.

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

7. FEES AND OTHER COSTS

Type of fees	Classic 48 hour Account	90 Day Notice Account	12 Month Term Account
Fees when your money moves in or out of the Fund	Amount	Amount	Amount
Establishment fee The fee to open your investment	Nil	Nil	Nil
Contribution fee The fee on each amount contributed by you to your investment	Nil	Nil	Nil
Withdrawal fee The fee on each amount you take out of your investment	Nil	Nil if 90 day's notice is provided Early Withdrawal in exceptional circumstances: If Early Withdrawal prior to maturity is authorised then 1.5% (minimum of \$500) of the amount redeemed. Such Early Withdrawal authorisations and fees are subject to our discretion.	Nil if the investment is held to maturity Early Withdrawal in exceptional circumstances: If Early Withdrawal prior to maturity is authorised then 1.5% (minimum of \$500) of the amount redeemed. Such Early Withdrawal authorisations and fees are subject to our discretion.
Exit fee The fee to close your investment	Nil	Nil	Nil
Management Costs			
The fees and costs for managing your investment at the date of this PDS (taking into account expected reserve contributions, if any). Refer to the additional explanations of fees and costs, and differential fees, at the end of this Section.	2.59%	2.59%	1.57%
Service Fees			
Investment switching fee* The fee for changing Investment Accounts	Nil	Nil (although this may be subject to the timing of your request and an Early Withdrawal Fee* noted above may apply)	Nil (although this may be subject to the timing of your request and an Early Withdrawal Fee* noted above may apply)

Indirect Cost Ratio ('ICR')

The ICR is a measure of the ongoing fees and costs you can expect to pay if you invest in the relevant Account, and is the ratio of the annual ongoing management costs of the relevant Account, that are not deducted directly from your Investment Account, to the total average net assets of the relevant Account (*continued over page*).

Year ended 30 Jun	%	Year ended 30 Jun	%	Year ended 30 Jun	%
2018	2.51%	2018	-	2018	1.47%
2017	2.10%	2017	-	2017	1.47%
2016	2.29%	2016	-	2016	1.46%
2015	1.71%	2015	-	2015	1.50%
2014	1.91%	2014	-	2014	1.50%

You should read all of the information about fees and costs, because it is important to understand their impact on your investment.
*Management reserves the right to amend fees if applicable.

7. FEES AND OTHER COSTS

Select Investment Account	High Yield Credit Account	How and when paid
Amount	Amount	
Nil	Nil	Not applicable
Nil	Nil	Not applicable
Nil if the investment is held to maturity Early Withdrawal in exceptional circumstances: If Early Withdrawal prior to maturity is authorised then 2.5% (minimum of \$500) of the amount redeemed. Such Early Withdrawal authorisations and fees are subject to our discretion.	Nil if the investment is held to maturity Early Withdrawal in exceptional circumstances: If Early Withdrawal prior to maturity is authorised then 3.5% (minimum of \$500) of the amount redeemed. Such Early Withdrawal authorisations and fees are subject to our discretion.	The Early Withdrawal fee is deducted from the repayment of any investment amount held at the time of repayment
Nil	Nil	Not applicable
1.47%	1.23%	The fee is deducted from the investment earnings of the Investment Account each month and are paid on or after the date investment returns are paid to Investors. The management costs are estimates only and are expressed as a percentage of Net Assets of the Investment Account and may not reflect the management costs for each Investor. The management costs presented for the Select Investment Account is an average across all investments of that Account.
Nil (although this may be subject to the timing of your request and an Early Withdrawal Fee* noted above may apply)	Nil (although this may be subject to the timing of your request and an Early Withdrawal Fee* noted above may apply)	See above in relation to Early Withdrawal Fee

Year ended 30 Jun	%	Year ended 30 Jun	%
2018	1.47%	2018	1.23%
2017	1.39%	2017	1.50%
2016	1.35%	2016	0.49%
2015	1.09%	2015	-
2014	1.16%	2014	-

(continued) The ICR includes investment management fees and other similar expenses, but excludes expenses (such as mortgage commissions, brokerage, transactional costs and government taxes) that you as an Investor would otherwise have to pay if you were investing directly in mortgages yourself, rather than through the relevant Account.

The ICR also excludes that component of investment management fees that are contributed to Investor Reserves (refer page 57) as these are held for the benefit of Investors in the relevant Investment Account.

You should read all of the information about fees and costs, because it is important to understand their impact on your investment.
*Management reserves the right to amend fees if applicable.

7. FEES AND OTHER COSTS

Additional Transaction Charges	Amount	How and when paid
Dishonour Fees: For each dishonoured, cancelled or stopped cheque or dishonoured direct debit received from you	\$15.00	The charge is deducted from your account at the time of the dishonour, cancellation or stopped cheque
Bank Account Processing Fee:	\$15.00	The charge is deducted from your account at the time of the cheque issue, bank account details change or transaction account redirection
• For each capital redemption by cheque, or bank account details change, or account redirection request		
• For each capital redemption to an overseas bank account	\$30.00 plus currency exchange charges	
• For each request for Real Time transfer of funds to your nominated bank account.	\$50.00	
Document Issuance Fee: Request for a replacement Statement, 12 Month Term Maturity Certificate or Document Issuance, or copy of a Custody record	\$15.00 per document	The charge is deducted from your account at the time of the request
Investment Processing Fee: If you make an investment:		
• Via the BPay® electronic facility using a credit card, or a savings/cheque account with a linked Visa/MasterCard card facility attached (either a debit or credit card)	A transaction fee of 1.50% for international investors and 0.50% for Australian investors of the transaction amount	The charge will be deducted from your investment amount. Your regular statement will show the net investment amount
• Via BPay® from a savings/cheque account	Nil	
• Via Direct Debit from your nominated account	Nil	
• Via EFT or cheque	Nil	
• For each request to arrange priority clearance of cheque deposits made by you	\$50.00	

Additional explanation of fees and costs

Our published rates of return (see Section 2 in this PDS) are net of fees and costs. These fees and costs include an overall investment management fee based on the type of investment being managed:

- For all non-mortgage investments, a maximum of 1.25% per annum of the value of the investments.
- For all mortgage investments, a maximum of 5% per annum of the mortgages.

All fees and other costs incurred by La Trobe Financial in relation to the proper performance of its duties in respect of the Fund are payable or reimbursable out of the Fund in accordance with the Fund's Constitution. All fees and other costs disclosed in this PDS or any SPDS are subject to change by La Trobe Financial. We will give you 30 days' advance notification of any fee changes and inform you of the date proposed for implementation of the revised fee, or introduction of a new fee. Normal Government charges will also apply to all Fund transactions.

From the investment management fee, La Trobe Financial makes contributions to Investor Reserves (refer page 57). Depending on the declared rate of investment returns and the rate of contribution to the Investor Reserve, unique to each particular Investment Account, the investment management fee for each specific Investment Account may fluctuate. The investment management fee includes an amount payable to investment referrers (see 'Referral Fees paid on investments' in this PDS).

All fees are inclusive of goods and services tax ('GST') and any reduced income tax credits ('RITC'). Further information in relation to taxes are set out in Section 11 of this document.

Differential fees

We reserve the right to charge certain sophisticated or professional investors or wholesale clients investment management and other fees that differ from the fees outlined in the tables following that may apply generally to Investors. These fees will be based on individual negotiation between La Trobe Financial and the sophisticated or professional investor or wholesale client. Such negotiated fees will be entirely at our discretion, and will be subject to relevant guidelines issued by ASIC.

The differential fee arrangement does not adversely affect the fees paid or to be paid by any Investor who is not entitled to participate, and, other than where fees are negotiated with wholesale clients, the differential fee arrangement is applied without discrimination to all Investors who satisfy the criteria necessary to receive the benefit of the arrangement.

Referral fees paid on investments

We may where permitted by law pay third parties referral fees out of our management fees for providing the service of introducing you to the Fund. Neither La Trobe Financial nor its Authorised Representatives are authorised to provide financial product advice. You may however obtain financial product advice from your financial adviser, who may charge you for this advice. Please refer to page 53 in this PDS for more information in relation to financial advisers.

The fees described in the table above in this Section are fees charged by La Trobe Financial for managing the Fund.

Classic 48 hour Account

We do not pay any referral fees in relation to the Classic 48 hour Account.

90 Day Notice Account

We do not pay any referral fees in relation to the 90 Day Notice Account.

12 Month Term Account

We may pay third parties ongoing referral fees of up to 0.50% p.a. of the money you invest in the 12 Month Term Account on a monthly basis. This amounts to \$50 per year for every \$10,000 that you have invested in the 12 Month Term Account. In some cases, we may pay an upfront referral fee in lieu of an ongoing fee. These fees are paid out of the management fee we receive and do not come out of the advertised investment returns.

Select Investment Account

Referral fees paid in relation to the Select Investment Account (typically 0.50% of the money you invest) will be disclosed in the SPDS that relates to each Select investment.

High Yield Credit Account

We will not pay any referral fees for new investments in the High Yield Credit Account after 31 May 2019. For investments made up to and including 31 May 2019, referral fees may be paid in a manner similar to the 12 Month Term Account.

Commission paid on loans

We generally charge the borrower an upfront fee of between 0.75% and 1.75% of the loan amount. A person who introduces the loan to the Fund, usually a finance or mortgage broker, generally receives up-front commission in the amount of 0.50% of the loan amount. La Trobe Financial and other parties unrelated to La Trobe Financial who have been involved in the origination of the loan will share in the balance of the upfront fee.

In addition, we may pay an ongoing trail commission for borrowers referred to the Fund, usually to a finance or mortgage broker and generally of between 0.20% and 0.50% p.a. This may be higher in some cases.

7. FEES AND OTHER COSTS

The management costs referred to in the examples below are not deducted from your Account, but rather are taken into account in determining the investment return for each investment Account. All advertised investment returns for all Investment Accounts are net of all fees and charges.

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

Example: Balance of \$50,000 with a contribution of \$5,000 during the year

Classic 48 hour Account		
Example	Fee	Balance of \$50,000 with a contribution of \$5,000 during the year
Contribution Fees	0%	For every additional \$5,000 you put in you will be charged \$0
Plus Management Costs	2.59% p.a.	For every \$50,000 you have in the Fund you will be charged \$1,295 each year
Equals Cost of Classic 48 hour Account		If you had an investment of \$50,000 at the beginning of the year and you put in an additional \$5,000 in six months, you would be charged fees of \$1,359.75 for the year

IMPORTANT: if you leave the Classic 48 hour Account at any time, you will not be charged any Withdrawal Fee.

90 Day Notice Account		
Example	Fee	Balance of \$50,000 with a contribution of \$5,000 during the year
Contribution Fees	0%	For every additional \$5,000 you put in you will be charged \$0
Plus Management Costs	2.59% p.a.	For every \$50,000 you have in the Fund you will be charged \$1,295 each year
Equals Cost of 90 Day Notice Account		If you had an investment of \$50,000 at the beginning of the year and you invest an additional \$5,000 in six months, you would be charged fees of \$1,359.75 for the year

IMPORTANT: If you leave the 90 Day Notice Account early, you may also be charged a Withdrawal Fee of up to 1.50% of your total fund balance, that is, \$750 for every \$50,000 you withdraw. Please note: a minimum Withdrawal fee of \$500 applies.

12 Month Term Account		
Example	Fee	Balance of \$50,000 with a contribution of \$5,000 during the year
Contribution Fees	0%	For every additional \$5,000 you put in you will be charged \$0
Plus Management Costs	1.57% p.a.	For every \$50,000 you have in the Fund you will be charged \$785 each year
Equals Cost of 12 Month Term Account		If you had an investment of \$50,000 at the beginning of the year and you invest an additional \$5,000 in six months, you would be charged fees of \$824.25 for the year

IMPORTANT: if you leave the 12 Month Term Account early, you may also be charged a Withdrawal Fee of up to 1.50% of your total fund balance, that is, \$750 for every \$50,000 you withdraw. Please note: a minimum Withdrawal fee of \$500 applies.

Select Investment Account		
Example	Fee	Balance of \$50,000 with a contribution of \$5,000 during the year
Contribution Fees	0%	For every additional \$5,000 you put in you will be charged \$0
Plus Management Costs	1.47% p.a.	For every \$50,000 you have in the Fund you will be charged \$735 each year
Equals Cost of Select Investment Account		If you had an investment of \$50,000 at the beginning of the year and you invest an additional \$5,000 in six months, you would be charged fees of \$771.25 for the year

IMPORTANT: if you leave the Select Investment Account early, you may also be charged a Withdrawal Fee of up to 2.50% of your total fund balance, that is, \$1,250 for every \$50,000 you withdraw. Please note: a minimum Withdrawal fee of \$500 applies.

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

Example: Balance of \$250,000 with a contribution of \$5,000 during the year

High Yield Credit Account		
Example	Fee	Balance of \$250,000 with a contribution of \$5,000 during the year
Contribution Fees	0%	For every additional \$5,000 you put in you will be charged \$0
Plus Management Costs	1.23%	For every \$250,000 you have in the Fund you will be charged \$3,075 each year
Equals Cost of High Yield Credit Account		If you had an investment of \$250,000 at the beginning of the year and you invest an additional \$5,000 in six months, you would be charged fees of \$3,105.75 for the year

IMPORTANT: if you leave the High Yield Credit Account early, you may also be charged a Withdrawal Fee of up to 3.50% of your total fund balance, that is, \$8,750 for every \$250,000 you withdraw. Please note: a minimum Withdrawal fee of \$500 applies.

The management costs referred to in the examples above are not deducted from your Account, but rather, are taken into account in determining the investment return for each Investment Account. All advertised investment returns for all Investment Accounts are net of all fees and charges.

The management costs referred to in the example above in relation to the Select Investment Account is based on averages, and will vary according to the individual loans selected.

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

8. ASSET SELECTION GUIDELINES

Our asset selection philosophy is built on a commitment to diversification and credit assessment.

Diversification

To optimise performance in a range of market conditions, the Fund's portfolio is diversified at a number of levels, including:

- number of loans;
- size of loans;
- loan sector e.g. residential, commercial etc;
- geographic location; and
- interest rate type and level.

Investors in the Classic 48 hour Account, 90 Day Notice Account and 12 Month Term Account automatically receive the benefits of this diversification program. Their portfolios are also significantly assisted by the Fund's 'co-investment model', which means that loans can be funded by more than one of the Fund's Investment Accounts. This decreases the average size of each Account's investment and increases the total number of investments in each Account. The composition of the portfolios in each Account is published monthly at latrobefinancial.com.

Similarly, investors in the High Yield Credit Account receive the benefits of diversification, in that the underlying asset of their investment comprises a diversified pool of assets.

Investors in the Select Investment Account can also benefit by constructing their own, individual, diversified portfolios of loans.

Credit assessment of loan assets

To ensure the quality of the Fund's underlying loan assets, we conduct a credit assessment of every loan accepted into the Fund or renewed. We apply the '5 Cs' credit assessment framework as outlined below. We may also take other factors into account and if we do so and the loan is a Select Investment loan, we will disclose this to Investors in the relevant SPDS.

As a lender with almost seven decades' group-wide credit and lending expertise, La Trobe Financial has a tailored set of lending procedures and documents. These fit a wide range of borrowers, including those in the residential, commercial, construction and development, aged care, reverse mortgages and alternative credit product space.

For every loan, the '5 Cs' approach is taken.

Character: We assess whether the borrower is a good credit prospect by reviewing the borrower's previous conduct. This involves consideration of issues such as, but not limited to, the borrower's credit history, loan payment and/or repayment history, net asset position relative to stage of life, current employment and stability of employment and residence.

Capital: We place restrictions on our maximum permissible loan to valuation ratios ('LVR'). We will lend no more than 75% of the value of the security property for loans in the 12 Month Term Account, 90 Day Notice Account and the Classic 48 hour Account. This limits the Fund's exposure to a loan and requires that the borrower source any additional funds required. Except as disclosed in an SPDS for the Select Investment Account, we will lend no more than 75% of the value of the security property. In some cases, the High Yield Credit Account may invest in credit assets secured by a pool of residential mortgages, a small number of which might comprise loans with a LVR higher than 80%. Please refer to Benchmark 6 in Section 4 in this PDS.

Capacity: Many of the loans that the Fund settles are advanced to self-employed borrowers and consequently are assessed on a 'low documentation' basis. This means that we do not obtain payslips or tax returns to verify some borrowers' ability to meet their obligations under the loan. In these cases we ensure that we verify the borrower's ability to meet their obligations under the loan by other means. These include, depending on the circumstances, a combination of an independent credit check, a letter from the borrower's accountant confirming the borrower's declared income, BAS and/or trading statements, prior conduct on other loans, rental statements, leases or an income declaration from the borrower. The borrower's credit/loan repayment history and net asset position are also particularly relevant to this issue, and we ensure that the valuation of the property performed by an independent qualified and registered valuer demonstrates sufficient collateral to support the loan. The Classic 48 hour Account and 90 Day Notice Account may from time to time invest in aged care loans and reverse mortgages, which involve deferred repayments and capitalisation of interest, which is payable at maturity. The capitalising component forms part of the LVR assessment of the security property. Construction and development loans often also involve the capitalisation of interest.

Collateral: In all cases, we obtain a registered mortgage over a property to support each and every loan accepted into the Fund. The maximum loan size for the Classic 48 hour Account, 12 Month Term Account, Select Investment Account and High Yield Credit Account is \$25 million in all capital city areas, \$5 million in major regional centres and \$1.5m in all other areas unless the mortgage has been accepted by an approved mortgage insurer, but nevertheless shall not, in respect of loans in the Classic 48 hour Account and the 12 Month Term Account, exceed 10% of the value of each of those Accounts. Investors in the Select Investment Account may approve of a principal exceeding these amounts, where that principal is disclosed in an SPDS, by completing our Application Form.

The maximum loan size for the 90 Day Notice Account is the greater of \$50 million or 5% of the value of that Account.

The assets of the High Yield Credit Account comprise a diversified pool of medium term credit assets secured by Australian residential and commercial real property, including Residential Mortgage Backed Securities, Commercial Mortgage Backed Securities, notes in securitisation warehouses and other credit instruments. The High Yield Credit Account seeks to generate competitive risk-adjusted returns for investors by investing in mezzanine credits of various kinds.

To ensure that we have sufficient security, we control LVRs on a loan by loan basis. Our maximum permissible LVR is 75% for our Classic 48 hour Account, 90 Day Notice Account, 12 Month Term Account and Select Investment Account (excluding second and subsequent mortgages or as otherwise disclosed in the SPDS). In some cases, the High Yield Credit Account may invest in credit assets secured by a pool of residential mortgages, a small number of which might comprise loans with a LVR higher than 80%. All of these loans will be the subject of lender's mortgage insurance policies ('LMI').

We do not lend against special use properties and, where required, obtain a certificate of currency for a property insurance policy adequately covering any improvements on the security property.

In addition to the registered mortgage, we may obtain additional collateral, such as personal guarantees, general security agreements (company charges) and directors' guarantees.

Valuation policy

For all security properties, we obtain an independent valuation both at initial approval and at renewal (generally no more than three months old at the first loan advance, although the Fund Constitution permits the use of a valuation made six months before advance). These valuations are conducted by a qualified and registered valuer who is independent both of the borrower and of La Trobe Financial and who adheres to an industry code of conduct. The exception to this is that, in some cases, we may rely on the valuation stipulated in the most recent municipal rates notice if the value of the loan is to be 40% or less of the property value specified in the municipal rates notice valuation or an Automated Valuation Model ('AVM') valuation (please refer to Benchmark 5 in Section 4 in this PDS).

In some instances, where collateral security is sought, a charge may be registered on a property where a valuation has not been obtained. The collateral security may be secured by a charge such as a caveat or first or subsequent ranking mortgage (which may or may not be registered).

We have a panel of independent valuers. Selection of a valuer for a valuation is based on expertise relevant to the security type and location. Valuers must declare any conflicts of interest.

Conditions: By placing conditions on an offer of finance, we provide additional protection to Investors' interests in a loan. For example, we can require that a guarantor obtain independent legal advice or that the borrower use part of a loan advance to repay other debts. These conditions are applied on a case by case basis.

Please note: From time to time we will offer loans outside these parameters to our Select Investment Account Investors. Acceptance of these loans will depend on disclosure to Investors in the relevant SPDS and subsequent Investor consent.

Other credit assets

In the High Yield Credit Account, we may invest in corporate debt which is not secured by a mortgage, notes in securitisation warehouses, Residential Mortgage Backed Securities (RMBS), Commercial Mortgage Backed Securities (CMBS) and other credit instruments. Depending on the circumstances, they may be rated or unrated, publicly or privately placed. These investments may in some cases be to a related or associated entity of La Trobe Financial.

9. INVESTMENT RISKS

When making an investment decision you should understand that all investments carry a degree of risk, including the potential for loss of income and/or capital, a less than expected rate of return or a delay in payment. An investment in the Fund is subject to these and other specific risks. When considering your investment in the Fund it is important that you consider such things as:

- the risks involved in investing in the Fund;
- the extent that the Fund fits your financial objectives and goals;
- your risk appetite; and
- the risks that other investment opportunities have.

The terms "risk" and "volatility" are often interchangeable. Volatility is generally used to describe the extent to which an investment can vary in value over time. It is generally considered that investments offering a higher level of return potentially carry a higher level of volatility or risk.

Accordingly, the term "risk" can mean different things to different people. It may refer to the likelihood that an investment may fail to achieve its expected return or where the investment has a reduction in its capital value.

Investors should seek their own independent financial advice before investing in the Fund.

Warning: Risks attaching to the Fund's investments include:

- you may not receive the return you expected and may lose some or all of your return on investment; and
- you may lose some or all of your funds invested.

The degree of risk associated with an investment in this Fund as to the loss of capital or investment return relates to the financial performance of the individual Investment Account chosen by you and to fluctuations in the value of the underlying security properties or assets. These will be affected by factors including the borrower's ability to repay their loan, the Investment Manager's competence in acquiring, managing and servicing the Fund's underlying assets, fluctuations in the property market generally and fluctuations in market interest rates. These latter two are in turn influenced by external factors such as general economic conditions and government policy.

While we are unable to eliminate all investment risks, we aim to reduce the impact of risk through our established management procedures such as our lending approval processes and investment mandates.

Neither La Trobe Financial, the Investment Manager, nor their employees nor any other related company, nor La Trobe Financial's Authorised Representatives guarantee the performance of the investments of the Fund or the repayment of capital invested. The Investment Accounts of the Fund are subject to investment and other risks.

This could involve delays in repayment, loss of investment returns and capital, and means investment returns may fluctuate.

Some risks generally relevant to managed investments include:

Market risk is the risk that negative market movements will affect the price of assets within a particular market. By their very nature, markets experience periods of volatility involving price fluctuations of varying magnitudes. In general, shares and listed property investments experience more volatility than fixed interest investments and mortgages, which in turn experience more volatility than cash investments. For Mortgage Investments this means the investment return receivable from your investment may not move in line with general interest rate markets and the amount you receive as income may vary over time. For example, this may occur where the Fund holds fixed rate mortgages, or because of a legal liability on the part of the Investment Manager to give appropriate notice to borrowers of an intended rate increase.

Investment specific risk is the risk that an individual investment may fall in value for reasons relating to the particular investment.

In relation to mortgage investments this may mean that the underlying value of the security taken for the mortgage investment has reduced in value.

Changes in taxation, interest rates and the economic outlook can all have an effect on property market values and could result in:

- reduced sale prices;
- delays in selling (caused by excess supply and low demand);
- reduced ability of borrowers and buyers to obtain finance;
- increased risk of default if pre-sales do not proceed or sales forecasts now make the project less viable for the developer; and
- purchasers who have bought "off the plan" failing to complete.

Documentation risk is the risk that a deficiency in documentation could, in certain circumstances, adversely affect both the return on an investment and the recovery of the investment.

Credit risk is the risk that the borrowers may not meet their obligations in full and not pay interest and repay capital or other financial obligations on time, and the value of the investment might become impaired where underlying loans are not repaid in full.

Examples of credit risk include where the borrower is:

- an individual and becomes bankrupt, or dies; or
- a company, and becomes insolvent or under external administration.

For the Classic 48 hour Account, 90 Day Notice Account and the 12 Month Term Account, we seek to reduce risk by investing in a diversified portfolio of loans across many borrowers, industries and geographic sectors. We employ a range of investment and risk management strategies to identify, evaluate and manage the Fund's credit risk. Similarly, the High Yield Credit Account seeks to generate competitive risk-adjusted returns for investors by investing in mezzanine credits of various kinds.

Investment Manager risk exists in all managed investments and refers to the possibility, amongst other things, that the Investment Manager may fail to anticipate market movements, to manage the investment risks appropriately or to execute the Fund's investment strategy effectively. Secondary risks associated with the death or departure of La Trobe Financial's and the Investment Manager's key personnel are also inherent in the operations of managed investments. La Trobe Financial and the Investment Manager are required to continuously have sufficiently trained personnel in the management of the Fund to minimise this risk, and to ensure adequate succession planning. The Investment Manager employs over 330 staff at the date of this PDS.

Regulatory risk is the risk that the value of some investments may be adversely affected by changes in government policies, regulations and taxation laws - for example, changes to the rules on negative gearing.

You should be aware that GST may be payable on the sale of a Fund property by La Trobe Financial as mortgagee in possession in certain circumstances and this will reduce the funds available for distribution to Investors. Borrower hardship claims or complaints under our Dispute Resolution Scheme may also delay or reduce funds available for distribution.

La Trobe Financial cannot predict future policy changes but monitors updates from ASIC and regularly reviews changes in the law.

Economic risk is the risk that a downturn in general economic conditions either inside or outside Australia may adversely affect investments.

The primary specific risks involved in investment in the Fund, which include and extend beyond those generally described above, are as follows:

Concentration risk is the risk that the portfolio may lack diversification of assets. La Trobe Financial manages concentration risk in the Fund by the following six methods:

1. The Fund's five Investment Accounts allow Investors to diversify their exposure to the asset class. Three of the Investment Accounts, the Classic 48 hour Account, the 90 Day Notice Account and the 12 Month Term Account, are pooled Accounts built around diversified portfolios. The High Yield Credit Account is also a pooled Account, built around diversified investments into mezzanine credits of various kinds.

The Select Investment Account is peer to peer in nature, so that Investors can choose the individual loans in which they are investing and so construct their own diversified portfolios.
2. The various Investment Accounts all have a different maturity and asset/risk profile. By spreading investments across the Accounts, Investors can diversify their cash flows and exposure to individual investments.
3. Our unique 'co-investment' model means that the various Accounts within the Fund can co-fund individual assets. This means that individual Accounts and Investors can increase the number of investments they hold, decrease the size of each of these investments and so diversify their overall portfolio.
4. We diversify our portfolio by primarily targeting smaller assets. This increases the number of holdings in each of the Accounts and decreases the effect that the performance of any one asset can have on the performance of our portfolio.
5. We source our assets from across Australia (unless disclosed in an SPDS), broadly in line with Australia's population and economic activity. This geographic diversification mitigates the effect that specific regional factors may have on overall portfolio performance.
6. We diversify our loans by sector, investing in assets secured by residential, commercial and light industrial security types, among others. This mitigates the effect that any one sector can have on overall portfolio performance.

9. INVESTMENT RISKS

Fund capital risks

Your investments in the Fund are not capital guaranteed. Changes in the value of property taken as security for each Mortgage Investment may change in accordance with cycles in the property market and other factors beyond the control of La Trobe Financial. In the event of property repossession, it is possible for the security property to be sold at a price less than the amount required to satisfy the loan amount and capitalised costs i.e. unpaid interest, fees and legal recovery costs incurred, in which case your capital may be diminished. You should be aware that GST may be payable on the sale of a security property repossessed by La Trobe Financial in certain circumstances and this will reduce the funds available for distribution to Investors. This may have an effect on all five (5) Investment Accounts.

We manage this aspect of capital risk by complying with documented lending practices, advancing a limited percentage of the property's current value, and actively managing any loans in arrears. The Classic 48 hour Account, 90 Day Notice Account and 12 Month Term Account do not limit individual mortgage risk, but they do reduce the impact of such loss from any one mortgage investment by diversifying Investors' exposure across many underlying Mortgage Investments. Similarly, the High Yield Credit Account seeks to generate competitive risk-adjusted returns for investors by investing in mezzanine credits of various kinds. In the event of a default by the underlying borrower or borrowers, these investments will rank behind senior credit providers and this could reduce investor interest and/or capital return.

The Classic 48 hour, 90 Day Notice and 12 Month Term Accounts may also benefit from an Investor Reserve maintained by La Trobe Financial. This Investor Reserve is maintained by La Trobe Financial at its discretion and is available to be used for the sole benefit of Investors in the Classic 48 hour, 90 Day Notice and 12 Month Term Accounts in order to offset credit risk, as well as to manage income risk.

La Trobe Financial sets a target range for each Investment Account's Investor Reserve (where applicable) as a percentage of assets under management of that Investment Account. This target range is based on the medium-term expected average loss rate of the Investment Account, and La Trobe Financial makes contributions out of the management fee it receives accordingly. More information on the operation of the Investor Reserve can be found in Section 11 of this PDS.

Valuers may not properly or accurately value the security. Most importantly in managing capital risks in all mortgage investments, we contract independent registered valuers in order to minimise the risk that the value may not accurately reflect the true value of a security property at the time the valuation is undertaken. La Trobe Financial will only instruct an Approved Valuer to conduct valuations of securities considered acceptable for the Fund. An Approved Valuer is a person who is approved by La Trobe Financial and who La Trobe Financial believes in good faith at the time of the valuation:

- is a current member of the Australian Property Institute (API), the national professional body responsible for regulating valuers Australia wide;
- is a registered valuer within the meaning of the Valuers Act 2003 (NSW) or a corresponding enactment of a State or Territory of the Commonwealth of Australia;
- has not and whose partner/s have not acted as a valuer, agent or broker in relation to the acquisition of the property to be valued;
- is independent of La Trobe Financial, the Investment Manager and the borrower;
- has executed La Trobe Financial's Standing Valuers Instructions;
- carries Professional Indemnity insurance. If the loan size is larger than the sum insured carried by the valuer there remains a risk of a 'gap' in the valuer's professional indemnity insurance coverage, meaning that it will cover part of the loan or a shortfall but may not cover the entire loan or shortfall; and
- prepares the valuation report on a 'market value' basis.

The 'market value' is the price at which the security property might reasonably be expected to be sold at the valuation date assuming:

- a willing but not anxious buyer and seller;
- a reasonable period having been allowed to negotiate the sale having regard to the nature of the property and the state of the market for a property of the same kind; and
- the property was reasonably exposed to the market for a property of the same kind.

Valuations are carried out on an 'as is' basis, and for development properties also on an 'as if complete' basis.

Note: Valuers instructed by the Fund are not La Trobe Financial's agent and are therefore acting only as independent contractors. This means that La Trobe Financial is not liable for any errors and omissions or negligence in their conduct, or any resulting loss to Investors arising out of improper or negligent valuations, provided La Trobe Financial was acting in the proper performance of its duties.

In some cases, we may rely on the valuation stipulated in the most recent municipal rates notice if the value of the loan is to be 40% or less of the value of the property specified in the municipal rates notice valuation or on a valuation obtained through an Automated Valuation Model ('AVM') product (please refer to Benchmark 5 in Section 4 in this PDS).

Higher Risk Select Investment and High Yield Credit Accounts

Some investments are to be regarded as more complex (such as the underlying asset class of the High Yield Credit Account) or higher risk. The higher risk is attributed to the fact that it generally takes longer to recover the investment in those securities where the borrower defaults and also that the values of those securities are more likely to be adversely affected by economic downturn. Loans secured by second or subsequent ranking securities also carry a higher risk (Select Investment Account only). The lower the priority security ranking, the greater the risk. Other risks relating to individual Select Investment Account investments will be disclosed in the relevant SPDS.

Non-Mortgage Assets

Authorised investments include the following asset classes:

- mortgage backed securities (MBS) (High Yield Credit Account only);
- bonds issued by a State or Federal Government or an Australian financial institution;
- negotiable certificates of deposit;
- deposit or term deposit held in an APRA approved deposit taking financial institution; and
- cash or cash equivalent asset.

MBS risk

MBS is a type of Asset-Backed Security that is secured by a pool of registered first mortgages held over real property. Principal and interest paid on an MBS note will in part depend on whether the underlying borrowers default on the loans held by the MBS trust. If an underlying borrower does default on their loan, the following steps will usually occur:

- legal action commenced to recover the loan;
- possession taken of the property used as security for the loan;
- sale of the security property;
- any shortfall to be firstly absorbed by the net interest margin of the MBS trust;
- if the net interest margin is insufficient then the cash reserve, if any, would be used to meet the short fall; and
- if the cash reserve is insufficient then the principal of the lowest Class notes is reduced. If the lowest Class note is insufficient then the principal of the next lowest Class notes is reduced. If that Class note is insufficient then the principal of the next lowest Class note is reduced and so on.

Given this order of loss priority proceeding from the lowest Class note to the highest Class note, the highest Class notes will have a lower interest rate because of their security position at the top of the principal and interest priority order. Lower Class notes have a higher interest rate given their overall security position in the principal and interest priority order. MBS investments are only available through the High Yield Credit Account.

Fund liquidity risks

A key objective of the Fund is to invest in loans that are secured by real estate mortgages, which are, by their very nature, long term investments. This may in some circumstances potentially impact the ability of the Fund to pay withdrawal requests within the time frames provided for in the Constitution and disclosed in this PDS.

The return of the funds you have invested, especially with the Select Investment Account, could be delayed for any of the following reasons:

- where the borrower has requested a renewal of the loan term, unforeseen circumstances may extend the renewal of the loan term past the expiry date;
- where the borrower has informed La Trobe Financial that the loan will be discharged, there may be a delay in repaying the loan due to the refinance being through another financial institution;
- where the loan is not performing and may be in arrears, the recovery proceedings may extend beyond the expiry date; and
- where the loan is performing, but La Trobe Financial has decided to ask the borrower to repay the loan or the borrower has informed us that it wishes to repay the loan, La Trobe Financial, where we consider that it is in the best interests of all Investors, may decide at our discretion to allow the borrower extra time to repay the loan without the application of the higher rate of interest or the commencement of recovery action.

Further to the above, the return of the funds you have invested, especially with the High Yield Credit Account, could be delayed as your investment is held in mezzanine credits of various kinds. In those circumstances where a borrower has committed an event of a default, these investments will rank behind senior credit providers and this could reduce your interest and/or capital return.

Withdrawals from the Fund are generally available only:

- for Investors in the Classic 48 hour Account and 90 Day Notice Account, two (2) business days and 90 days respectively after you have made your withdrawal request, and there is sufficient cash in the Fund to meet all withdrawal requests. Under the Constitution of the Fund, we have 12 months from receipt of your notice within which to comply with your withdrawal request, if for whatever reason there is insufficient liquidity in the Account. However, we will make every endeavour to honour your withdrawal request from your Classic 48 hour Account within two (2) business days, and from your 90 Day Notice Account within 90 days, of receiving your notice. As at the date of this PDS, there has never been a case in the history of the Fund when we have not honoured a withdrawal request on time due to a lack of liquidity;
- for Investors in the 12 Month Term Account, where the initial 12 month investment term has expired and 30 days' written prior notice has been given or the withdrawal request is in accordance with the Regular Access Investment provisions or where the withdrawal request relates to reinvested distributions and 30 days written notice has been given and there is sufficient cash for the Fund to meet all withdrawal requests (noting the alternate arrangements for platform investors);

9. INVESTMENT RISKS

- for Investors in the Select Investment Account, when the term of the selected loan has expired and the loan capital has been repaid by the borrower or a Substitute Investor has been identified;
- for Investors in the High Yield Credit Account, where the initial 4 year investment term has expired and 3 months' written notice has been given and there is sufficient cash for the Fund to meet all withdrawal requests; and
- if the Fund is 'liquid' as defined under the Law.

If an Investor wishes to have access to their money for the purposes of investing those funds into another Fund Investment Account with a longer investment term the Investor may, at the discretion of La Trobe Financial, be given earlier access to their money without penalty.

La Trobe Financial, at its discretion, may elect to extend a mortgage investment past its maturity date if it is believed to be in the best interests of all Investors. This extension may be required to provide borrowers with extra time to complete the renewal process or finalise the refinance or repayment of the loan or to finalise the sale of the security property. For Investors in the Select Investment Account we will write to you informing of these instances.

La Trobe Financial in these instances will also use its discretion in deciding whether or not to apply the default rate of interest (late payment fee) after considering the best interests of all Investors.

Fund income risks

The Fund derives income from the loans secured by the mortgages in all Investment Accounts, and from the range of non-mortgage investments utilised in the Classic 48 hour and 90 Day Notice Accounts. There is a risk that these investments will not generate the expected income returns.

For Investors in the Classic 48 hour Account, 90 Day Notice Account and 12 Month Term Account, it is likely that at any one time the majority of investments will generate their expected investment returns. The Fund manages income risk for these three Investment Accounts by diversification of investments. The remaining income risk is borne in the variable rate of return to Investors set at the end of each month.

La Trobe Financial may also use the Investor Reserve to support temporarily the investment returns of the Classic 48 hour, 90 Day Notice and 12 Month Term Accounts. While there is a risk that there may be insufficient funds available in the Investor Reserve to support the payment of investment returns, as at the date of this PDS, there has never been a case in the history of these Accounts where there have been insufficient funds.

For Investors in the Select Investment Account, their income is dependent on the borrower or underlying borrowers paying the contracted interest payments on time, and there is a risk that the borrower will not do so. Income is also dependent on interest being paid on the other investments in these Accounts. Where a borrower defaults by non-payment of either interest or capital and does not remedy this situation within the short term, La Trobe Financial is then required to institute recovery action in relation to the mortgage. In the event that a borrower defaults on a loan and recovery action is undertaken, Investors in the Select Investment Account may not receive all income distributions for that investment, affecting the rate of return achieved. Similarly, investors in the High Yield Credit Account, given the nature of their investment (mezzanine credits), will rank behind senior credit providers and this could reduce investor interest and/or return of funds invested. Full recoupment of capitalised interest payments for Select Investors will be determined upon completion of successful recovery action in relation to the defaulting mortgage, creating a delay in the receipt of income and capital.

Investors in the Select Investment Account can spread the maturity dates for their investments by investing in different mortgages and also to vary the timing of investment distributions they receive.

Early loan repayment by borrowers may also involve income opportunity loss resulting from the discharge of a loan prior to expiry.

Reverse mortgages and aged care loans The Classic 48 hour Account and 90 Day Notice Account may from time to time invest in reverse mortgages and aged care loans. These loans involve deferred repayments and capitalisation of interest, which is payable at maturity. The capitalising component forms part of the LVR assessment of the security property. These loans may not generate an income for the Account for some time. Additionally, reverse mortgages may be affected by a 'no negative equity' pledge that could reduce the income paid to the Account.

Non-Performing Borrowers

There is a risk that a borrower may default in the payment of interest or the repayment of capital. La Trobe Financial will ensure that default management activities are undertaken automatically on your behalf and that your privacy is protected.

If a default occurs, La Trobe Financial will take all necessary action to remedy the default, including:

- collectively representing all Investors in the mortgage investment;
- pursuing recovery of arrears of income and capital;
- arranging the issue and service of all default notices and other notices of demand;
- taking possession of the security property;
- exercising the power of sale pursuant to the mortgage; and
- otherwise dealing with the security property and collateral security, such as enforcing guarantees, to protect the Investors' interests.

For the Select Investment Account, Investors are notified of interest arrears if they continue for 10 days after any grace period that exists. The conduct of borrowers and involvement of the Courts can delay recovery action which may result in erosion of borrower equity and increase the risk of a shortfall on interest and/or capital if the matter is not resolved in a reasonable time.

La Trobe Financial has insurance policies for fidelity and fraud including title protection insurance.

Specific High Yield Credit Account Risks

It is important that you understand the risks relevant to the High Yield Credit Account and how they relate to your own financial needs and objectives. Some of the key risks specifically relevant to the High Yield Credit Account include:

Subordination risk: The High Yield Credit Account seeks to generate competitive risk-adjusted returns for investors by investing in mezzanine credits of various kinds. In the event of a default by the underlying borrower or borrowers, these investments will rank behind senior credit providers and this could reduce your interest and/or capital return.

Counterparty concentration risk: Solely or predominantly, the High Yield Credit Account will invest in loans and asset-backed securities originated and managed by La Trobe Financial. This gives La Trobe Financial greater control over the assets than would ordinarily be the case for a portfolio of this nature, but also exposes you to increased counterparty concentration.

Other risks

Pre-paid and capitalised interest The Fund may capitalise interest payments on loans, by including the interest payable on the loan in the original loan amount. This is often referred to as 'pre-paid interest'. The interest is therefore not funded out of the borrower's ongoing cash flow. This arrangement is more common with construction and development loans, reverse mortgages and aged care loans, where the loan and interest are to be repaid out of the proceeds from the sale of the property. Therefore, there is a risk that the proceeds that the borrower achieves out of the sale of the property may not be sufficient to repay the total loan, which includes both principal and interest.

The Fund may also capitalise interest where a loan falls into arrears. This means that the total amount owed by the borrower increases as the borrower fails to make the required payments under the loan. The loan is still regarded by the Fund as being in arrears.

Construction and development lending Construction or development loans include additional risks when compared to loans over existing improved property. These additional risks can be associated with the timing, completion and sale of the project. With construction and development lending, there is no guarantee that the project will actually be completed, nor is there any guarantee that the project will ultimately be worth the value attributed to it at the outset. This valuation is often referred to as the 'value as if complete' or the 'on completion valuation', which may not always be achieved. We manage this risk initially by obtaining appropriate valuations from our panel valuers, and then by only advancing funds on construction and development loans progressively as building works are completed, to ensure that we always retain sufficient funds to complete the project.

In the event that a borrower is unable to complete a development or has 'cut corners' in the construction that has resulted in the need for extensive rectification works to be completed, the Investment Manager will be required to make the decision as to whether the property is to be sold 'as is' or the project completed. Ultimately, the decision will be made on La Trobe Financial's belief as to what is in the best interest of Investors.

In this scenario, it is anticipated that there will be delays in finalising the investment as negotiations with external stakeholders such as the council, the builder and contractors take place. This causes extra expense which must be recovered from the sale of the security property. It also causes delay which increases holding costs, including interest and distributions. These extra costs erode the equity in the project. Any costs the Investment Manager incurs during this process will need to be recouped from the sale proceeds which ultimately may result in a shortfall of interest or interest and capital.

There are also particular risks associated with loans that involve vacant land and properties that are not able to generate an income when a default occurs as there is no income being generated to assist in rectifying the default. The risks associated with such properties can be mitigated by reduced loan to valuation ratios for this type of security.

Second and subsequent mortgages Loans available to Select Investment Account Investors may include second and subsequent mortgages. They are riskier than other loans because they rank behind first or preceding mortgages in priority. The first mortgage must be paid out before the second mortgage can be paid out and so on, exposing investors in the second and subsequent mortgages to the risk of capital and/or interest loss.

Low documentation lending There is a risk with 'low documentation lending' that the information provided by the borrower may not be complete. We manage this risk by adopting an alternative income verification methodology and obtaining information we consider necessary to assess the character and the 'credit worthiness' of the borrower. The capacity of the borrower to service the loan is determined as described in Section 8 in this PDS.

9. INVESTMENT RISKS

Recovery action If you are an Investor in the Select Investment Account you may be asked to contribute money to the Fund to take recovery action if there is a loan shortfall. Contribution is voluntary. However, if you elect not to contribute to the cost of recovery action, your entitlements in the event of a recovery will be subordinate to contributing Investors. You will only receive a repayment of your shortfall amount if there are surplus funds available after contributing Investors and La Trobe Financial have received their full entitlements. We manage this risk by always ensuring that you are kept informed in relation to recovery action. La Trobe Financial has no obligation to contribute to the cost of any recovery action on behalf of Investors. This situation does not apply to Investors in either the Classic 48 hour Account, the 90 Day Notice Account, the 12 Month Term Account or the High Yield Credit Account and in relation to the Classic 48 hour, 90 Day Notice and 12 Month Term Accounts, Investors enjoy the benefit of the Investor Reserve.

Cyber Risk A cyber-attack is an attempted or actual incident that either:

- uses computer technology or networks to commit or facilitate the commission of traditional crimes, such as fraud and forgery – for example, identity or data theft (computer assisted); or
- is directed at computers and computer systems or other information communication technologies – for example, hacking or denial of services (computer integrity).

A successful cyber attack may result in significant 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 or to cause general havoc.

Our cyber resilience includes sophisticated systems to detect, manage and mitigate cyber attacks, including a detailed and robust business continuity process.

Fund Investors' liability

You are bound by the provisions of the Fund's Constitution. The Fund's Constitution contains a provision limiting your liability to your investment in the Fund, and accordingly we have no claim against you beyond this. However, the determination of your ultimate liability rests with the courts.

La Trobe Financial is not liable for any loss or damage to any person including any Investor arising out of any matter unless, in respect of that matter, La Trobe Financial acted both otherwise than in accordance with the Fund's Constitution and its duties and without a belief held in good faith that it was acting in accordance with the Fund's Constitution or its duties.

To assist Investors in their factual understanding of mortgage investments, the following provides answers to the questions most frequently asked of us. If any of the answers provided require further factual clarification or expansion, please contact your financial adviser, La Trobe Financial, or one of our Authorised Representatives.

The following FAQs are a guide only and are not a substitute for proper advice. Should you have any questions concerning the information contained in this PDS please contact La Trobe Financial on 1800 818 818. You must take responsibility for your own investment decisions and to this end you should consider obtaining independent advice before making any investment or financial decisions.

FAQ 1. What is a mortgage-secured investment?

A mortgage-secured investment is a form of fixed term investment. The monies you invest in the Fund are invested in eligible assets ('Authorised Investments' under the Constitution) of the Fund. In general, the Fund makes loans to various borrowers, and these loans are secured by registered mortgages over real property in Australia.

FAQ 2. How secure is a mortgage-secured investment?

The security is established by a number of key elements including:

Detailed Credit Assessment Our trained credit analysts conduct a rigorous assessment of the loan and the borrower before approval. Section 8 in this PDS outlines this process in more detail.

The Loan-to-Valuation Ratio ('LVR') An independent valuation is obtained on each security property in order to confirm with suitable confidence an appropriate value for the underlying mortgage asset. Please see Section 8 in this PDS for our valuation policy and the circumstances in which we may rely on the valuation in a municipal rates notice or Automated Valuation Model ('AVM') valuation. The loan is made based on the value of the property. We may use a valuation based on a 'value as if complete' in making our assessment of the loan. Please see 'Investment Snapshot' in Section 3 in this PDS for the Fund's historical weighted average LVR.

Enforceability of loan documentation The Investment Manager obtains a Solicitor's Certificate prior to settlement of the proposed mortgage in which the solicitor certifies that La Trobe Financial will have good and marketable title to the property, that enquiries in respect of the property do not disclose, in their opinion, any material adverse matter, that the mortgage is registrable and will be registered forthwith and that following registration, the mortgage will be enforceable upon default by the borrower.

Professional full time funds management It is essential that all mortgage payments are monitored so that in the event of a delay in payment, appropriate steps can be implemented for recovery. The Investment Manager has specialised in mortgage investments since 1952 and has lent over \$16.7 billion to more than 140,000 customers. Active and experienced arrears management of the mortgage portfolio is an important consideration in reducing risk exposures in the Fund.

FAQ 3. What are the risks?

Please refer to Section 9 titled 'Investment Risks' in this PDS. You may also choose to discuss these issues with your financial adviser.

FAQ 4. How much do I need to invest?

The minimum investment for the Classic 48 hour Account, 90 Day Notice Account and 12 Month Term Account is \$10. A minimum investment of \$1,000 generally applies to the Select Investment Account although this may be varied in the SPDS made available to Investors. The minimum investment for the High Yield Credit Account is \$250,000. There is no maximum amount, although La Trobe Financial reserves the right to decline an investment in its absolute discretion if it considers it appropriate to protect the interests of all Investors.

FAQ 5. Do my returns change depending on how much money I invest?

No. The rate of return is the same regardless of whether you invest \$1,000 or \$1,000,000, although La Trobe Financial reserves the right to charge differential fees to sophisticated or wholesale investors.

FAQ 6. How long do I need to commit my money to the Fund?

If you have money invested in the Classic 48 hour Account or 90 Day Notice Account, you can have access to your money by giving written notice to La Trobe Financial. La Trobe Financial will generally satisfy requests for withdrawal from the Classic 48 hour Account 2 business days, and the 90 Day Notice Account 90 days, following receipt of your withdrawal notice if permitted to do so by the Law and subject to available liquidity; however, under the Constitution it has up to 12 months to satisfy the request.

The minimum term for the 12 Month Term Account is 12 months.

The average term for a Select investment is between 12-24 months with the longest investment period of generally 60 months, as specified in the SPDS.

10. FREQUENTLY ASKED QUESTIONS

The minimum term for the High Yield Credit Account is 4 years.

If an Investor wishes to have access to their money for the purposes of investing those funds into another Fund Investment Account with a longer investment term the Investor may, at the discretion of La Trobe Financial, be given earlier access to their money without penalty.

Under the Constitution of the Fund, La Trobe Financial may also withhold or suspend withdrawals when necessary to comply with its obligations under the Law, including its obligations to treat Investors of the same class equally and Investors as a whole fairly.

La Trobe Financial is only permitted by the Law to action withdrawal requests while the Fund is “Liquid”. The Fund is Liquid if liquid assets (including assets which La Trobe Financial reasonably expects can be realised for market value within the period specified in the Constitution for satisfying withdrawal requests) account for at least 80% of the Fund's value. While the Fund is not Liquid, withdrawal is permitted only by acceptance of a withdrawal offer made by La Trobe Financial in accordance with the Law. La Trobe Financial is not obliged to make a withdrawal offer. If an offer is made and insufficient money is available to satisfy all Investor acceptances, the amount each Investor is able to withdraw may be less than the amount they have applied to withdraw.

FAQ 7. What happens if I need my money in the case of an emergency?

The Fund must be treated as a fixed term investment. Under the Fund's Constitution, La Trobe Financial is under no obligation to process requests for return of your funds prior to the expiry of the agreed term of the Investment Account chosen by you. This is in line with La Trobe Financial's obligation as the Responsible Entity of the Fund to maximise available returns to all Investors. However, La Trobe Financial may, at its discretion and subject to the availability of substitute Investors to take your place or other available funds, consider withdrawal requests in exceptional circumstances.

There will be a fee charged for early withdrawal – please refer to Section 7 in this PDS.

FAQ 8. Does La Trobe Financial originate all of its own loans?

The La Trobe Financial group has been in continuous operation for over sixty five (65) years and has lent more than \$16.7 billion to over 140,000 borrowers. It has a broad national distribution capability and an established lending footprint. As part of its normal operations, the La Trobe Financial group from time to time acquires portfolios of seasoned loans to complement its own lending activities. These loans are typically credit assessed on a portfolio basis and are subject to the Fund's standard asset allocation criteria.

FAQ 9. What happens if the borrower is late or fails to make payments?

Borrowers are required to make payment on time and are encouraged to do so. We believe that it is prudent to start default procedures as early as possible to save time and to protect the value of your investment in the event that the borrower fully defaults. At La Trobe Financial's discretion, and taking into account all the circumstances of the case, including payment clearance periods and legal obligations to provide hardship assistance, a defaulting borrower may be required to pay interest at a higher 'mortgage default rate'.

The impact of late borrower payments on the Fund's five (5) Investment Accounts is as follows:

Classic 48 hour Account, 90 Day Notice Account and 12 Month Term Account

While the Classic 48 hour and 90 Day Notice Accounts invest in a range of different asset classes, they, like the 12 Month Term Account, have a substantial exposure to mortgages. Therefore, payment arrears on any one loan may have an effect on, but will not cause a cessation of, your monthly investment return payment. Investors therefore still receive their monthly payment within fourteen (14) days after the end of the month. Rates of return to Classic 48 hour Account, 90 Day Notice Account and 12 Month Term Account Investors are determined after accounting for such events at the end of each month.

Select Investment Account

As your investment is of your own selection, ordinary periodic investment return payments to Select Investors will only be available where borrowers are servicing the loan(s) in accordance with the loan contract. Therefore, we will write to you in relation to a selected mortgage if it falls into arrears. As a consequence of the loss of cash flow associated with that mortgage being in arrears, a half of the higher rate of interest collected from borrowers by reason of the default, which we call a late payment fee or default rate of interest on the mortgage for late payment, will be paid to you as an Investor (upon collection) to compensate for the lack of timeliness of investment return payments to you; the balance is retained by the Investment Manager for the default recovery action involved.

In some instances, where La Trobe Financial considers that it is in the best interests of Investors, La Trobe Financial may decide not to apply the default rate of interest.

If you are a Select Investor, we can only repay your investment once the borrower has repaid the loan.

High Yield Credit Account

Predominantly, the High Yield Credit Account will invest in loans and asset-backed securities originated and managed by the Investment Manager. This gives the Investment Manager greater control over the assets than would ordinarily be the case for a portfolio of this nature. As the High Yield Credit Account invests in mezzanine and junior credits of various kinds, in the event of a default by the underlying borrower or borrowers, these investments will rank behind senior credit providers which could reduce your interest and/or capital return.

FAQ 10. What happens if a loan is not repaid by its maturity date?

La Trobe Financial, at its discretion, may elect to extend a loan past its maturity date if it is believed to be in the best interests of Investors. This extension may be required to provide borrowers with extra time to complete the renewal process or finalise the refinance or repayment of the loan or to finalise the sale of the security property. For investors in the Select Investment Account we will write to you informing you of these instances.

La Trobe Financial in these instances will also use its discretion in deciding whether or not to apply the default rate of interest after considering the best interests of Investors.

FAQ 11. What is the priority of debts when a loan is partially repaid or in a Mortgagee in Possession situation?

In a case where a loan is partially repaid or where following a borrower's default La Trobe Financial has sold a security property or recovered all or part of the Investors' capital investment, the following order of priority applies to payment of money received in accordance with La Trobe Financial's obligations at law:

- first, towards payment of other liabilities having priority at law to the mortgage investment, for example, Council rates, GST obligations & liquidators' fees;
- secondly, in payment of La Trobe Financial's or the Investment Manager's fees, charges and other costs or expenses incurred in the proper performance of their duties (including legal costs on a full indemnity basis);
- thirdly, in payment of the funds invested by Investors; and
- fourthly, in payment of any interest at the lower rate, and thereafter at the higher rate (if applicable), as it falls due to which the Investors are entitled but not yet paid.

For Select Investment Account Investors who have chosen a second or subsequent mortgage, all amounts owing in respect of the first (and other prior ranking) mortgage must be paid out before the Select Investors receive payment of any funds invested and interest under the second or subsequent mortgage.

Investors should be aware that GST may be payable on the sale of a property by La Trobe Financial in certain circumstances and this will reduce the funds available for distribution to Investors.

After the sale of the security property, La Trobe Financial has no obligation to fund or otherwise pursue further recovery action. However, La Trobe Financial will liaise with Investors to determine whether Investors would like to contribute on a voluntary basis to the costs of further recovery action. If further recovery action results in the recovery of funds, the priority of distribution of these funds will be based on the contribution to the costs of the recovery action and the priority of the original mortgage investment.

FAQ 12. If the borrower defaults, who is responsible for the legal costs?

The borrower is responsible for legal costs which are debited to the borrower's loan account. However, should the sale of the security property not realise sufficient funds to repay the capital invested, the interest outstanding and legal costs debited to the loan, the Fund will be liable for such costs. Under the Constitution, and subject to its duties at Law, La Trobe Financial is not required to contribute any of its' own funds to any action to recover amounts from the borrower.

This may result in a reduction or loss of funds invested and investment returns to Investors. If the reduction or loss is directly attributable to a selected mortgage, then the Select Investors will correspondingly experience a reduction or loss on their investment. La Trobe Financial may ask Investors to contribute to action to recover funds from a borrower. Any contribution to recovery action after the security is sold is voluntary. La Trobe Financial has no obligation to pursue further recovery action after the security is sold.

FAQ 13. What happens if the borrower pays out the loan early or makes a capital reduction during the loan term?

The borrower always has the right to pay out the loan early. However for each mortgage loan made by La Trobe Financial, the borrower is encouraged to fulfil the agreed loan term.

Classic 48 hour Account, 90 Day Notice Account and 12 Month Term Account

If the borrower pays out the loan early or makes capital reductions during the term of the loan, the funds will be re-lent as further loan applications are approved. Investors will not be affected by early repayments or capital reductions unless, as a result, the amount of cash held in the Account becomes significant, reducing the overall return of income to the Account. Should this be the case, investment returns may on a temporary basis not be as high as expected. The Investment Manager will retain 100% of any fee collected from the borrower in association with early repayment or capital reduction.

Select Investment Account

Upon repayment of a Select loan, Investors consent to the capital sum being placed in their Classic 48 hour Account. Investors can then withdraw their investment in accordance with the withdrawal provisions for the Classic 48 hour Account. However if the borrower pays out the loan early or makes capital reductions during the term of the loan, Select Investors may receive up to a half of one month's additional interest depending on the arrangement made with the borrower and permitted by law. This may provide an even greater effective return on your selected mortgage investment. The Investment

10. FREQUENTLY ASKED QUESTIONS

Manager will retain the balance of any amounts collected by way of early repayment. For capital reductions received from borrowers, the borrower will sometimes pay an early repayment fee on the amount of the reduction.

High Yield Credit Account

The High Yield Credit Account invests into medium-term credit assets rather than a particular loan or pool of loans.

The return of investor funds (principal) is determined by the repayment of the credit asset (i.e. the note) and not the loan or loans themselves. It is accordingly unlikely that the early repayment of a loan within the underlying pool of mortgages securing the credit asset will result in an early distribution of principal to investors.

In any event, the Investment Manager maintains a rotating pool of investments in the High Yield Credit Account, and any early repayment of any one credit asset will be re-invested by the Investment Manager in the usual course.

FAQ 14. How much does it cost me up front to invest in the Fund?

Nothing. All up front costs are paid by the borrower at the application stage of the loan and there are no investment entry fees. You as the Investor do not pay any establishment fees in relation to the loan or the mortgage. All establishment and loan management fees are paid by the borrower.

La Trobe Financial does not charge a Trustee fee. Please refer to Section 7 in this PDS for other fees that may be payable by you as an Investor.

FAQ 15. If I invest in the Fund how will this affect my pension?

To answer that question you should consult your financial adviser, accountant or Centrelink's Older Australians Services Line on 13 23 00, or Disability and Carers' Line on 13 27 17. How it will affect your pension will depend on your individual circumstances. Centrelink classifies the Fund as a managed investment, which means that the investment returns you receive will be subject to income tests.

FAQ 16. Does the Fund invest in other unlisted mortgage trusts?

No.

FAQ 17. Can I invest in the Fund if I am not an Australian resident? If I can, how much tax will I pay?

Persons who are not Australian residents are, subject to their local laws, allowed to invest in registered managed investment schemes and will, in most cases, only pay 10% of the investment returns earned as a interest withholding tax. See Section 11 in this PDS.

FAQ 18. Is the Fund rated?

The Fund and its Investment Accounts have been rated by a number of independent Ratings Agencies, who generally receive a fee for rating the Fund. Copies of the rating reports are available at latrobefinancial.com. Ratings are only one factor to be taken into account in deciding to invest.

FAQ 19. After maturity how do I re-invest?

If you would like to re-invest your money after the maturity of an Investment in the Select Investment and your money has been repaid to you, you will need to complete a new SPDS in relation to a new Select Investment Account. Alternatively, you could elect to invest in either the Classic 48 hour Account, 90 Day Notice Account or 12 Month Term Account.

With respect to the 12 Month Term Account and High Yield Credit Account, your money will be automatically rolled for a further term unless a withdrawal request is received by La Trobe Financial within the prescribed time for each investment option:

- 12 Month Term Account (30 days); and
- High Yield Credit Account (3 months).

See pages 23 to 24 and 27 for further details.

FAQ 20. How do I make additional investments?

For Investors in the Classic 48 hour Account, 90 Day Notice Account and 12 Month Term Account, following your initial registration with the Fund you will be given a unique Investor Account Number. You can make initial or subsequent investments via our market leading online investment app, La Trobe Direct (see latrobedirect.com or your app store for more details), cheque, electronically using internet banking, or BPay® or Direct Debit from your nominated account. Cheque deposits can only be applied to Select Investment Account when they are cleared funds. Transfers between Accounts can be arranged by calling La Trobe Financial on 1800 818 818. For Investors in the Select Investment Account, if you wish to make additional investments into those accounts, you will have to complete the Application Form attached to each new relevant SPDS. The P2P Investment Shopping List is available at latrobefinancial.com or by calling 1800 818 818.

FAQ 21. Is there a cooling-off period?

There is no cooling-off period if you invest in the Fund when it is not Liquid (see FAQ 6, above). If the Fund is Liquid when you invest, you are entitled to a 14 day cooling-off period commencing from the earlier of:

- the date on which you receive confirmation of your investment; or
- the end of the fifth day after the day we accept your investment.

If you wish to exercise this cooling-off right, you must notify La Trobe Financial by letter, fax or email. This cooling-off period does not apply to an Investor who has exercised any of the Investor's rights or powers as an Investor.

FAQ 22. Does the Fund require mortgage insurance to be taken out by borrowers?

The Fund's Constitution only requires mortgage insurance where the loan exceeds 80% of the valuation of the security property. As the Fund's current policy for the Classic 48 hour Account, 90 Day Notice Account and 12 Month Term Account is not to lend on an LVR exceeding 75%, the Fund does not require lender's mortgage insurance to be taken out by borrowers. However, if the LVR was to exceed 80%, lender's mortgage insurance would be required. It is possible in the Select Investment Account that the LVR may exceed 80% but lender's mortgage insurance may not be sought. In such instances, all relevant details will be disclosed in the specific SPDS.

FAQ 23. If a borrower makes a partial capital repayment, how will the proceeds be distributed among the Investors?

The partial capital repayment will be distributed equitably among Investors in a manner determined by La Trobe Financial.

FAQ 24. How are distribution payments for construction loans affected by progress payments?

Distributions to Investors are usually paid on a set period basis e.g. per calendar month. However, during the construction process, interest payments may be calculated on a daily basis where funds are advanced to the borrower during an interest period. This may result in a slightly higher or lower interest payment (depending on the number of days in that payment period) which is different to the interest entitlement stated in the relevant SPDS.

FAQ 25. Who is the registered mortgagee on title?

La Trobe Financial has appointed Perpetual Corporate Trust Limited as the custodian for the Fund and it is registered as the mortgagee on title. Occasionally, for the Select Investment Account, and at the discretion of La Trobe Financial, the individual Investor may be the registered mortgagee.

FAQ 26. How does the Fund manage un-drawn loan commitments?

The Fund manages all loans that are to be drawn down progressively by ensuring that, at the time of the initial advance of the loan, all subsequent advances are fully funded or otherwise specified in the relevant SPDS. As at 30 April 2019, the Fund had 492 loans that are to be drawn down in more than one tranche totalling \$922.1 million of which the undrawn loan commitments total \$400.6 million.

FAQ 27. Does the Fund use derivatives or undertake any borrowings?

The Fund does not currently use derivatives and has no borrowings.

FAQ 28. How are multiple investments made within a month administered?

If you make multiple investments within a month, we reserve the right to consolidate these investments and process them as at the middle of the month or such other day nominated by La Trobe Financial during the month.

FAQ 29. How does the Investor Reserve work?

La Trobe Financial controls and maintains an Investor Reserve for the sole benefit of Investors in the Classic 48 hour, 90 Day Notice and 12 Month Term Accounts.

The operation of the Investor Reserve is set out at page 57 of the PDS.

FAQ 30. What is the effect on my investment if La Trobe Financial or a shareholder gets into financial difficulties?

As a managed investment scheme, the Fund is a trust under Australian law. This means that the assets of the Fund are held by La Trobe Financial on trust for investors and are not available to creditors of La Trobe Financial and its related entities. Neither creditors nor shareholders of La Trobe Financial have recourse to the assets of the Fund.

11. ADDITIONAL FUND INFORMATION

Anti-money laundering and counter-terrorism financing

Pursuant to the requirements of the Anti-Money Laundering/Counter-Terrorism Financing Act 2006 (Cth) (**the Act**), the Federal Government requires organisations like La Trobe Financial to have an anti-money laundering and counter-terrorism financing program. This includes undertaking a risk assessment in relation to the potential for money laundering and terrorism financing in their organisation and instituting compliance structures to manage those risks.

As part of the program, La Trobe Financial identifies all new investors and verifies certain information that it has received in relation to each Investor's identity to authenticate the identity of its Investors. This process is referred to as Know Your Customer or 'KYC'. All investors are required to be identified. We can complete your Identity Verification electronically or if we can't identify you electronically, you will need to identify yourself by providing certified copies of identification.

We may verify your identity using information held by a Credit Reporting Body (**CRB**). To do this, we may disclose personal information such as your name, date of birth and address to the CRB to obtain an assessment as to whether that personal information matches information held by the CRB. The CRB may give us a report on that assessment and to do so may use personal information about you and other individuals on their files. Alternative means of verifying your identity are available on request. If we are unable to verify your identity using information held by a CRB, we will provide you with a notice to this effect and give you the opportunity to contact the CRB to update your information held by them.

The verification process depends on the type of investor you are.

Third Party Access to your account

Any information in relation to your application or your investment is made available to your financial adviser or Investor Representative.

If you have a financial adviser who handles your affairs, an accountant or a trusted friend or associate, you may appoint them as your Investor Representative to authorise them to transact on your account by completing the relevant part of Section I of the Application Form. We are required to verify the name of your Investor Representative using a primary photographic identification document.

Account Enquiry access will only allow the Investor Representative to discuss your investments in the Fund. This authority does not give this person the authority to make or withdraw investments or transact on your account.

If you wish your Investor Representative to be able to transact on your account, the Investor Representative has the power to make or withdraw investments in the Fund on your behalf or to make written requests to the Fund. As a security measure, we will not accept a request for a change of bank account details.

In the case of an Investor Representative which is a corporation or a partnership, La Trobe Financial may act on the instructions of any person it reasonably believes to be an authorised officer or partner of the same and any instruction given by such an officer or partner shall be deemed to have been given by your Investor Representative. You may at any time, in writing, notify us of the revocation by you of the appointment of your Investor Representative. Such revocation, however, will not be effective until we have acknowledged the revocation in writing. By signing the authority on the Application Form, you agree to release, discharge and indemnify La Trobe Financial and the Investment Manager from and against all actions, proceedings, accounts, claims and demands whatsoever arising out of the release of authorised information to your Investor Representative named on the Application Form, or in respect of any loss or liability arising out of any transaction or dealing made or purported to be made pursuant to an actual, purported or alleged direction or authority of an Investor Representative notwithstanding the fact that the transaction or dealing was requested or received without your Investor Representative's or your knowledge or authority.

Warning: You should not appoint anyone as your Investor Representative unless you are quite certain that person can be trusted. There is also a risk that someone who has access to your Investor Number and a copy of your Investor Representative's signature may give inappropriate instructions.

Investment decisions

It is impossible in a document of this type to take into account the investment objectives, financial situation and particular needs of each reader. Accordingly, nothing in this PDS should be construed as a recommendation by La Trobe Financial, or any associate of La Trobe Financial or any other person concerning an investment in the Fund.

Readers should not rely on this PDS as the sole or principal basis of a decision to invest in the Fund and should seek independent financial, legal and taxation advice before making a decision whether to invest. No person is authorised by La Trobe Financial to give any information or to make any representation not contained in this PDS.

Any information or representation not contained in this PDS must not be relied upon as having been authorised by or on behalf of La Trobe Financial. Nothing in this PDS is, or may be relied upon as, a representation as to the future performance of the investments of the Fund.

Updates relating to this PDS

La Trobe Financial may make available updated information relating to this PDS. Investors may access this information at **latrobefinancial.com** or alternatively may request a copy of this information free of charge from their financial adviser or by contacting La Trobe Financial on 1800 818 818. The information which La Trobe Financial will make available by way of these updates is subject to change from time to time and will not be information which is materially adverse to Investors.

Electronic copies

This PDS is available on the internet at **latrobefinancial.com**. Paper copies of this PDS (with the attached Application Form) will be sent by La Trobe Financial to any person who so requests free of charge. To obtain a paper copy please call 1800 818 818. Alternatively, the operator of your platform or wrap account service will be able to provide you with paper copies free of charge.

Cooling-off

Please note that certain cooling-off rights apply in respect of a purchase of investments in the Fund – see FAQ 21.

Social or ethical considerations

We have not taken into account any labour standards or environmental, social, religious or ethical considerations in the selection, retention or realisation of any investments by the Fund.

The Responsible Entity

Your investment funds are managed by a 'Responsible Entity' – in this case, La Trobe Financial – licensed by ASIC. La Trobe Financial is responsible for the functions of both manager and trustee, including ensuring that Fund assets are held in safe custody. La Trobe Financial has appointed Perpetual Corporate Trust Limited as the custodian for the mortgage assets of the Fund. La Trobe Financial continues to hold cash and other liquid assets of the Fund. The Fund is a registered managed investment scheme and has Australian Registered Scheme Number ('ARSN') 088 178 321. As such, the Fund and its Responsible Entity, La Trobe Financial, must comply with the requirements of the Law. La Trobe Financial as the Responsible Entity holds an Australian Financial Services Licence which authorises it to operate 'mortgage investment schemes' generally. La Trobe Financial is also authorised to deal in basic deposit products and other cash and fixed interest type investments and to provide general financial product advice.

La Trobe Financial holds Australian Financial Services Licence ('AFSL') No. 222213 and Australian Credit Licence ('ACL') 222213.

La Trobe Financial's role as the Responsible Entity includes:

- ensuring that Fund property is held in trust for you as an Investor;
- managing and investing Fund property; and
- ensuring that Fund property is managed and dealt with in accordance with the Fund's Constitution, the Fund's Compliance Plan and the Law.

The Responsible Entity has a Board of Directors, a Compliance Committee and a senior management team with a strong record and considerable experience. Please see our website at **latrobefinancial.com** for further details.

11. ADDITIONAL FUND INFORMATION

The Fund's Constitution

When you want to know your rights, the first place to look is the Fund's Constitution. The Fund is governed by the Constitution which is a legal agreement between La Trobe Financial as the Responsible Entity, the Investment Manager and all those Investors who from time to time apply for and are accepted as Investors in the Fund. Investors are members of the Fund and are bound by the Fund's Constitution and amendments to it.

A copy of the Fund's Constitution is available on our website at latrobefinancial.com or we can provide you with a copy for the fee prescribed by Law within seven (7) days of request. The following brief summary does not refer to every provision of the Fund's Constitution, and should be read in conjunction with other references to the Fund's Constitution contained in this PDS.

The Fund's Constitution:

- sets out the Authorised Investments of the Fund;
- allows La Trobe Financial or you to call meetings of Investors and sets out how meetings will be run;
- provides for La Trobe Financial to retire as Responsible Entity in certain circumstances;
- allows La Trobe Financial to vary the Fund's Constitution subject to Investors' approval by resolution if the amendment may affect Investors' rights adversely;
- subject to law, limits our liability to the extent of Fund assets vested in us except in respect of any negligence, default or breach of duty, and contains other provisions conferring rights on us and limiting our liability;
- makes provision for the handling of Investors' complaints;
- sets criteria as to what is an acceptable mortgage investment for the Fund; and
- sets out the rights of Investors to withdraw from the Fund while the Fund is Liquid, as defined under the Law, and specifies that some of those rights do not apply at any time while the Fund is not Liquid.

Joint tenancy

Where funds are jointly invested, they will be deemed to be held for the Investors as joint tenants, unless we are otherwise instructed. This means that, on the death of one of the Investors, the interest in the investment will pass to the surviving Investor(s).

Each investment creates a corresponding interest in the relevant Account. Thus, an Investor in the Classic 48 hour Account, 90 Day Notice Account, 12 Month Term Account or High Yield Credit Account receives an interest in the assets of the relevant Account in the same proportion as the amount invested bears to the total amount invested by all Investors in that Account.

Similarly, an Investor in the Select Investment Account receives an interest in the assets of the specific investment in the same proportion as the amount invested bears to the total amount invested by all Investors in that investment.

Ensuring compliance with the Law and the Fund's Constitution

There are two (2) aspects of the Responsible Entity and the operation of the Fund that ensure compliance with the Law and the Fund's Constitution.

First, the Compliance Committee of La Trobe Financial comprises a majority of members who are independent of, and external to, La Trobe Financial and the Investment Manager. This ensures that the Committee always acts in the best interests of Investors, as it is required to by the Law. The Compliance Committee, in ensuring compliance with the Law and the Fund's Constitution:

- monitors the extent to which La Trobe Financial complies with the Fund's Compliance Plan (*'the Plan'*);
- monitors any breaches by the Fund of the Law and the Fund's Constitution;
- reports directly to ASIC if there has been a reportable breach of the Law, the Fund's Constitution or the Plan; and
- regularly assesses whether the Plan is adequate, and if necessary, implements improvements to the Plan.

Secondly, the Fund has a Compliance Plan, in addition to the Fund's Constitution, which prescribes many requirements and procedures of the Fund's operations to ensure that the Fund is operated in accordance with the Law and the Fund's Constitution. The Plan is audited annually by the Fund's independent and external Compliance Plan Auditor. You should note that the Compliance Plan audit is in addition to the financial audit of both the Fund and La Trobe Financial as the Responsible Entity.

Investing through Australian financial advisers

If you invest in the Fund through a licenced Australian financial adviser, we will treat you as a separate class of investor. Whilst your rights and obligations as an Investor remain the same as those of all other Investors, we will apply a differential fee arrangement to all new investments by you in the 12 Month Term Account and Select Investment Account.

For accounts opened after 1 July 2013, unless you instruct us to do so in accordance with Section H of the Application Form, we will:

- rebate 0.50% per annum out of our management fee to you in relation to the 12 Month Term Account; and
- increase your Investor rate for investments in the Select Investment Account by reducing the loan management fee in the amount of 0.50% per annum compared to the advertised rate.

If you have a financial adviser, your financial adviser should provide you with either a Financial Services Guide or a Statement of Advice which will detail their remuneration and other benefits. If you wish to change or cancel payments to your financial adviser, you can do this by writing to us.

We do not pay any referral fees in relation to the Classic 48 hour Account, the 90 Day Notice Account or in relation to investments made in the High Yield Credit Account after 31 May 2019. High Yield Credit Account investments made up to and including 31 May 2019 are treated in the same manner as the 12 Month Term Account.

You should seek independent tax advice in relation to the tax treatment of any rebated referral fee.

Payments to your Investment Referrer

You may instruct us to make additional payments (over and above any referral fees) to your Investment Referrer (including any financial adviser). These payments can be in the following forms:

- **Upfront payment** (paid upon your initial investment from your investment capital);
- **Upfront payment** for subsequent investments (paid upon your subsequent investments from your investment capital); and
- **Ongoing payment** (paid on a monthly basis from your income distributions).

By completing the Application Form, you can instruct us to deduct these fees from your account and pay them to your Financial Adviser or Investment Referrer.

If, at any time, you wish to change these payments, you can do so by writing to us. Such instructions may be subject to the specified terms and conditions of your existing investments, including any SPDS.

When we make these payments, we will provide information about your investments in the Fund to your Financial Adviser or Investment Referrer.

Instructions by fax or email

You may give us instructions by fax or email. However, by using our fax and email instruction service, you release us from, and indemnify us against, all losses and liabilities arising from any payment we make, or any action we take, based on any instruction (even if not genuine) that we receive by fax bearing your Investor Number and a signature apparently yours or that of your Investor Representative or by email from your email address contained in the Application Form completed by you, or subsequently notified by you.

You also agree that neither you nor any one claiming through you has any claim against us or the Fund in relation to these payments or actions. Please be careful. There is a risk that a fraudulent fax or email instruction could be made by someone who has access to your Investor Number, your email account and a copy of your signature. We reserve the right to add further requirements at any time to these provisions relating to instructions by fax or email and we will notify you in writing if we do so.

If you provide us with your email address in the Application Form, you agree that we can send you information about the Fund and about La Trobe Financial by email. You will always have the right to opt-out of receiving emails from us.

11. ADDITIONAL FUND INFORMATION

Complaints resolution

If you have a complaint about the services provided to you by La Trobe Financial, you should take the following steps:

- contact your financial adviser or your nominated Authorised Representatives; then
- if your complaint is not satisfactorily resolved within 3 days, please contact La Trobe Financial's Chief Risk Officer on toll free 1800 818 818 or put your complaint in writing and send it to us addressed:

Chief Risk Officer

La Trobe Financial Asset Management Limited

GPO Box 2289, Melbourne, Victoria 3000 Australia

We will try and resolve your complaint quickly and fairly, and respond within 14 days.

- If you still do not get a satisfactory outcome within 21 days you have the right to complain to the

Australian Financial Complaints Authority

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 (free call)

Mail: Australian Financial Complaints Authority

GPO Box 3, Melbourne, VIC 3001

Your complaint will be recorded in La Trobe Financial's complaint register and acknowledged in writing. La Trobe Financial is committed to fair and prompt dealings of all complaints and welcomes suggestions for service improvement or commendations about our staff.

If you have invested in the Fund through an investment platform (see page 28 of this PDS), and if you have a complaint about the Fund, you can also take the steps that we have set out above to have your complaint resolved.

Conflicts of interest

We take our obligation to act in your best interests very seriously. We will always ensure that the services that we provide to you are provided efficiently, honestly and fairly, and if there is a conflict between your interests and our interests, we will give priority to your interests. We invite you to contact us if you believe that we have not served your best interests.

Documents available for inspection

The following Fund documents are available for inspection during normal business hours free of charge at our office:

- the Fund's Constitution;
- the Fund's Compliance Plan;
- the consents to the issue of this PDS;
- La Trobe Financial's Australian Financial Services Licence No. 222213; and
- La Trobe Financial's Australian Credit Licence No. 222213.

A copy of the Fund's Constitution is also available on our website at **latrobefinancial.com** or we can provide you with a copy for the fee prescribed by Law within seven (7) days of request.

Investors in the Select Investment Account may also request copies of the following documents on a similar basis with each relevant SPDS under consideration:

- valuations of the security properties secured by the individual mortgages in which you have invested; and
- the registered instrument of mortgage.

Investors in the Classic 48 hour Account, the 90 Day Notice Account, the 12 Month Term Account and the High Yield Credit Account will not be permitted to inspect copies of any valuations.

As a disclosing entity, the Fund is subject to regular reporting and disclosure obligations, and copies of documents lodged with ASIC in relation to the Fund may be obtained from or inspected at an ASIC office.

Taxation

We cannot give tax advice so the following is a broad summary of the basic taxation matters applicable to the Fund and Australian individual Investors (unless otherwise indicated). It is based on information and taxation legislation that are current at the date of issue of this PDS. Given the complexity of taxation legislation and the ongoing changes introduced by the Government, it is strongly recommended that if you have any questions about your individual tax position, you consult your own tax adviser.

Income tax

La Trobe Financial is not liable for the income tax positions or liabilities of Investors. The Fund is not subject to income tax as all income is either paid to Investors as interest or offset by expenses, including management fees. Investment returns received by an Investor are taxable in the hands of the Investor and constitute interest for tax purposes (unless otherwise advised). The taxation treatment of any shortfall on funds invested will depend on your individual tax situation and you should consult your own tax adviser.

Australian Resident Investors

As an Australian Investor, you can choose whether or not you wish to quote your Tax File Number ('TFN') or Australian Business Number ('ABN'). You are not required to give us your TFN or ABN and it is not an offence not to do so. However if you do not quote a TFN or ABN or do not claim an exemption, we are required to deduct from your distributions tax at the highest marginal tax rate plus any additional levies on all investment returns earned. Current exemptions claimable, if applicable, which should be noted on your Application Form are:

- a. **Child:** I am a child under the age of 16 years and earn less than the maximum prescribed by law per year;
- b. **Pensioner:** I receive the Age, Disability Support (Invalid), Wife, Carer, Widow B, Sole Parent, Special Benefits, Special Needs or Service (Veterans) Pension;
- c. **I am a Non-Resident** of Australia not operating through a place of business in Australia, in which case withholding tax will apply; or
- d. **Association etc:** I am an entity not required to lodge a tax return.

Non-Resident Investors

If you are not an Australian resident for taxation purposes, you are subject to the tax laws in your country of residence and we recommend that you seek tax advice before investing. Tax will normally be deducted from investment returns before payment to you. The rate will depend on the country in which you reside. Generally non-residents who invest in the Fund will have 10% non-resident interest withholding tax deducted from all investment return payments of the Fund and paid to the Australian Taxation Office.

Disclosure to taxation authorities

In accordance with tax legislation and regulations, La Trobe Financial is required to periodically provide information to the Australian Taxation Office, including Investor details, investment returns, ABNs and TFNs. The Australian Taxation Office may share this information with overseas jurisdiction under intergovernmental agreements.

For non-resident investors, you may need to provide us additional tax registration information to meet reporting obligations under either:

- Foreign Account Tax Compliance Act ('FATCA'); or
- Common Reporting Standard for the Automatic Exchange of Financial Information ('CRS').

A separate International Investor Tax Registration form is available from our Investor Services team on 1800 818 818 or in the Investor Forms section of our website at www.latrobefinancial.com.

Government charges

In general, you will be required to pay the usual taxes on deposits and withdrawals on the operation of your own bank account. State or Federal government charges may apply to your investment account operation.

Your Centrelink entitlements

Centrelink classifies the Fund as a managed investment, which means the investment returns you receive will be subject to income tests.

Goods and Services Tax (GST)

Under current GST regulations, distributions from the Fund will be considered a financial supply and are therefore input taxed only. This means that GST is not levied on distributions from the Fund. Supplies to the Fund (including those of the Investment Manager's fees and other Fund expenses) will however generally include GST. However, a reduced input tax credit will be available to the Fund to offset this tax at 75% of the GST paid.

The impact of this GST payment is borne in the first instance by La Trobe Financial. As a result and in accordance with the Fund's Constitution, La Trobe Financial partially offsets the impact of this GST by recovering the reduced input tax credit from the Fund by way of the management fee. The net effect is to leave the Fund in a neutral position. La Trobe Financial bears the remaining impact of the GST on supplies to the Fund.

11. ADDITIONAL FUND INFORMATION

The valuations that we obtain for security properties do not necessarily take into account any GST implications if the property has to be sold by La Trobe Financial as mortgagee in possession. In assessing the Loan to Valuation Ratio ('LVR') on all mortgage investments, we endeavour to establish whether there might be any GST implications in relation to the sale of the security property. If GST is to apply, the valuer is generally instructed to value the security property exclusive of GST. This gives an LVR that is unaffected by GST. However, as it is not always possible to establish the potential GST implications prior to sale, it is possible that the LVR may not allow for GST. You should therefore be aware that GST may be payable on the sale of the security property by La Trobe Financial as mortgagee in possession and this may affect the amount available for distribution to Investors.

Investor statements of account

A statement of account (Investor Activity Statement) noting all investment returns paid, amounts invested and applicable return is issued to Investors on an annual basis at no cost. More frequent statements can be arranged if necessary and fees may apply. Transaction histories and reports can also be accessed through La Trobe Direct, our online investor platform.

An Annual Taxation Statement will be provided to all Investors who have had tax deducted from their earnings within 14 days of the end of the financial year at no cost.

An Investment Maturity Certificate is available upon request for 12 Month Term Account and High Yield Credit Account Investors (a fee may apply). Depending on your individual tax position, you may need to recognise unpaid investment returns as income.

Online access to your account

Our online investment platform, La Trobe Direct, allows you to open your account online. If you are an existing Investor, you can still register for online access through La Trobe Direct. With La Trobe Direct, you will be able to open an Investor account, link your existing Investor Accounts, invest directly from your linked bank account into the Fund, transfer funds between your Accounts or to your linked bank account, set up regular investment savings plans and view your Account balances and transaction history.

Fund financial reports

La Trobe Financial is responsible for preparing, and will prepare, the Annual Financial Report for the Fund, which is subject to audit by the Statutory Auditor of the Fund and lodged with ASIC.

A half yearly financial report for the Fund, which is subject to review by the Financial Auditor of the Fund, is also prepared and lodged with ASIC.

The audited Annual Financial Report of the Fund as at 30 June each year will be available on our website at latrobefinancial.com within 90 days of the end of each financial year.

Upon request, by simply calling 1800 818 818, a copy of the Fund's latest audited Annual Financial Report or Half Year Financial Report can be sent by mail (free of charge).

Fund financial information 2016 – 2018

A summary of the Investor assets under management of the Fund as at 30 June for the last three financial years is set out below.

Assets under Management	30 June 2018 \$,000	30 June 2017 \$,000	30 June 2016 \$,000
Cash	194,089	115,879	27,331
Note Investments	49,155	30,859	28,062
Mortgage Investments	2,117,986	1,414,136	1,031,192
Total	2,361,230	1,560,874	1,086,585

Under Australian Accounting Standards, investments and corresponding mortgage assets under the Select Investment Account (except for Special Mandates in certain circumstances) are not usually recognised as liabilities or assets of the Fund. This treatment results in the large difference between the figures provided above for Fund assets under management and Assets recognised in the Fund Balance Sheet. This difference does not in any way change the legal relationship between the Investors and the Fund.

Consents

KPMG has consented to being named in this PDS as the Statutory Auditor of La Trobe Financial, the Statutory Auditor of the Fund, and as the Compliance Plan Auditor of the Fund for information purposes only. KPMG has had no involvement in the preparation of this PDS other than in relation to this paragraph and the appearance of its name in the Corporate Directory, has not authorised or caused the issue of the whole or any part of this PDS and expressly disclaims and takes no responsibility for any statements in or omissions from this PDS.

Perpetual Corporate Trust Limited has consented to being named in this PDS as the Custodian for the Fund, for information purposes only. Perpetual Corporate Trust Limited has had no involvement in the preparation of this PDS other than in relation to this paragraph and the appearance of its name in the Corporate Directory, has not authorised or caused the issue of the whole or any part of this PDS and expressly disclaims and takes no responsibility for any statements in or omissions from this PDS.

La Trobe Financial Services Pty Limited as the Investment Manager of underlying investments available for investment through the Fund has given, and has not withdrawn, its consent to be named in this PDS. The Investment Manager has not issued, or caused the issue of, this PDS. The Investment Manager is not responsible for the making of any disclosure or the failure to make disclosures in the PDS.

Issuer

This PDS has been prepared by La Trobe Financial based on information within its own knowledge or provided to it by its advisers. Other than is required by Law, no responsibility is taken by La Trobe Financial, or any experts mentioned in this PDS for any statement made in relation to the Fund other than those statements made in this PDS. None of La Trobe Financial, the Investment Manager or any expert gives any guarantee with respect to the performance of the investment. La Trobe Financial has authorised the issue of this PDS.

Privacy

We understand how important it is to protect your personal information. Our Privacy Policy sets out our commitment in respect of the personal information we collect about you, how we hold it and what we do with that information. The personal information we collect about you will only be used for the purposes for which we have collected it or as allowed by law. Our commitment with respect to personal information is to abide by the Australian Privacy Principles for the protection of personal information as set out in the Privacy Act and any other relevant law. Please also refer to the signature Section in the Application Form.

Our Privacy Policy is available on our website latrobefinancial.com or by calling us on 1800 818 818.

Related party transactions

No Director, staff or officer of either La Trobe Financial or the Investment Manager or any related party is permitted to borrow from the Fund.

Alternative forms of remuneration

As a member of the Financial Services Council, La Trobe Financial maintains an Alternative Form of Remuneration Register, which records all prescribed forms of alternative remuneration or benefits paid and received by La Trobe Financial in relation to other fund managers, platform providers, Australian Financial Service Licensees and financial planners. The Register is publicly available and a copy will be provided on request.

Investor Reserve

La Trobe Financial may establish, control and maintain an Investor Reserve in relation to an Account (or Special Mandate), such as the 12 Month Term Account, for the sole benefit of Investors in the relevant Account (or Special Mandate). The Investor Reserve is segregated by Account, which means that, for instance, the Investor Reserve for Classic 48 hour Account cannot be used for the benefit of Investors in the 90 Day Notice Account or the 12 Month Term Account and vice-versa. The Investor Reserve for an Account cannot be overdrawn and since inception of those investor reserves, they have never been fully exhausted, although there is a risk this could occur.

For each Account a target range (as a percentage of assets under management in the relevant Account) or a minimum amount is set by La Trobe Financial for the Investor Reserve for that Account. The target range or minimum amount takes into consideration the investment profile and the Investor Reserve usage experience of the relevant Account and is reviewed periodically. The actual level of the Investor Reserve for an Account may fall outside the target range, or below the minimum amount, due to the timing of contributions and usage.

The Investor Reserve is held by La Trobe Financial directly and does not form part of the Fund's assets. La Trobe Financial contributes to the Investor Reserve out of the management income it receives on a cash received basis each month with the contribution rate depending on the investment profile and Investor Reserve target range, or minimum amount, of the relevant Account. Where insufficient management fees, after payment of mortgage trail commissions, are received for a month, the contribution may be reduced. As at the date of this PDS, La Trobe Financial contributes the following for each Account:

- *Classic 48 hour Account* – During the initial establishment phase of the Investor Reserve, La Trobe Financial contributes 0.25% of the average daily Investor balances in the Account for the relevant month.
- *90 Day Notice Account* – During the initial establishment phase of the Investor Reserve, La Trobe Financial contributes 0.25% of the average daily Investor balances in the Account for the relevant month.
- *12 Month Term Account* – La Trobe Financial contributes the excess of 1.60% of the average daily Investor balances in the Account for the relevant month. In other words, La Trobe Financial retains 1.60% of the management fee collected (being the difference between interest received on investments and investment returns distributed to Investors) for its own use, including the payment of referral fees.

11. ADDITIONAL FUND INFORMATION

From time-to-time, La Trobe Financial may also make additional contributions to the Investor Reserve from its retained earnings and other income, including any interest earned on the Investor Reserve (on an after tax basis).

The decision to use money held in the Investor Reserve is at the sole discretion of La Trobe Financial. La Trobe Financial may use the Investor Reserve moneys to:

- reduce the volatility of distributions to Investors;
- cover capital losses incurred on individual assets within the relevant Account;
- pay expenses relating to the relevant Account that could otherwise be charged to Investors under the Fund's Constitution; and
- fund loss recovery action in respect of individual assets within the relevant Account.

Investor identification requirements

Our requirements for non-Australian residents are similar to those for Australian residents (summarised in Section 14 in this PDS). If you are a non-Australian resident and not able to provide a certified copy of your foreign passport (or similar travel document) bearing your signature and photograph or your national identity card issued by a foreign government and bearing your signature and photograph, you must provide two other forms of acceptable identification as detailed in Section 14 in this PDS.

For details on who can certify your identity documents, both in Australia and outside Australia, please see Section 14 in this PDS.

Payments into your Investor Account

Upon receipt of your Application Form we will provide you with EFT and BPAY details for the deposit of funds. For Investors who do not hold an Australian bank account, we are able to provide a SWIFT code and bank account details for international money transfers.

We will also accept payments via credit card and will provide further details on receipt of your Application Form. A transaction fee of \$1.05 plus 1.5% of the transaction amount will be applied.

Payments out of your Investor Account

Withdrawal rights are consistent with those previously stated in Section 5 in this PDS. Please note that we do not permit, and will not pay, withdrawals to third party bank accounts.

For each capital redemption to an overseas bank account, a fee of \$30.00 plus currency exchange charges will be applied.

Taxation

Refer page 55 for details on the tax treatment of non-resident Investors in the Fund. Generally non-residents who invest in the Fund will have 10% non-resident interest withholding tax deducted from all distributions of the Fund and paid to the Australian Taxation Office. To meet international tax reporting obligations, you will be required to complete an additional International Investor Tax Registration form, which is available from our Investor Services team or in the Investor Forms section of our website at www.latrobefinancial.com.

Investor contact with La Trobe Financial

Investor Services: (+61) 3 8610 2888

Hours of operation: 8:30am – 5:30pm Monday – Friday (Eastern Standard Time – Australia)

Send your completed Application Form to: investor@latrobefinancial.com.au
or
La Trobe Financial
GPO BOX 2289
Melbourne VIC 3001 Australia

Investor statements of account

A statement of account (Investor Activity Statement) noting all investment returns, amounts invested and applicable return is issued to Investors on an annual basis at no cost. More frequent statements can be arranged if necessary and fees may apply. Statements can also be accessed through La Trobe Direct, our online investor access portal. An Annual Taxation Statement will be provided to all Investors who have had tax deducted from their earnings, within 14 days of the end of the Australian financial year (being 30 June) at no cost.

An Investment Maturity Certificate is available upon request for 12 Month Term Account and High Yield Credit Account Investors via La Trobe Direct, email or post (a fee may apply).

Online access to your account

Our online investment platform, La Trobe Direct, allows you to open your account online. If you are an existing Investor, you can still register for online access through La Trobe Direct. With La Trobe Direct, you will be able to open an Investor account, link your existing Investor Accounts, invest directly from your linked Australian bank account into the Fund, transfer funds between your Accounts or to your linked Australian bank account, set up regular investment savings plans and view your Account balances and transaction history.

13. GLOSSARY

Application Form	The Application Form attached to this PDS or the electronic equivalent on our online access investment platform www.latrobedirect.com .
Authorised Representative	The term applying to a third party appointed by La Trobe Financial as an Authorised Representative to act on behalf of La Trobe Financial to attend to your needs.
Commercial property	Commercial properties are those of a retail nature which can be occupied for many commercial purposes e.g. retail shops, commercial offices, supermarkets.
Compliance Committee	The Compliance Committee of La Trobe Financial, which comprises a majority of Members who are independent of, and external to, La Trobe Financial and the Investment Manager.
Compliance Plan	The Compliance Plan sets out the measures that La Trobe Financial applies in operating the Fund to ensure compliance with the Law and the Fund's Constitution.
Construction and development	Construction and development projects include multi-residential dwelling construction, land sub-division, and construction of commercial and industrial properties.
Cooling-Off periods	In some circumstances an Investor may be entitled to a cooling-off period after the Investor's investment. See FAQ 21 on page 49.
Default	This means that the borrower is not currently making the required payments under the loan agreement.
Directors	Directors of La Trobe Financial, unless it is otherwise apparent from the context.
Fund	The registered managed investment scheme known as the La Trobe Australian Credit Fund ARSN 088 178 321 as described in this PDS.
Fund's Constitution	The deed entered into by La Trobe Financial, the Investment Manager and Investors from time to time setting out the rights and obligations of each party. All Investors are bound by the Fund's Constitution as amended from time to time.
Fund property	Any mortgage, property, money or money's worth or entitlements thereto which constitute the property of the Fund from time to time.
In arrears	A loan is 'in arrears' if the borrower is not currently making the required payments under the loan agreement.
Industrial property	Properties which through location or style are commercial in nature but restricted to industrial purposes e.g. warehouses and factories.
Investment interest	Your undivided interest in a Select Investment Account calculated as the proportion that your application money accepted and allocated into the mortgage, bears to the minimum subscription amount for that mortgage.
Investment Manager	La Trobe Financial Services Pty Limited ABN 30 006 479 527.
Investment risk	In general, risk is the chance that the return from your investment in terms of income and capital will be materially different from what you expect.
Investor	A person or other legal entity that applies to be and is accepted as a legal member of the Fund, insofar as their investment activities are concerned.
Investor Representative	An Investor Representative is any company, partnership or individual appointed by an Investor to invest in, obtain investment information, or withdraw monies from the Fund on behalf of that Investor.

La Trobe Financial	La Trobe Financial Asset Management Limited ABN 27 007 332 363 holder of Australian Financial Services Licence No. 222213 and Australian Credit Licence No. 222213 and the Responsible Entity of the Fund.
Law or the Law	The Corporations Act 2001 unless it is otherwise apparent from the context.
LVR	The 'loan to valuation ratio', calculated as the total amount approved for a loan as a percentage of the value of the security property.
Minimum subscription	The minimum subscription amount is set for each Select Investment Account and equates to the total amount of the loan facility required by the borrower.
Mortgage Investment	Each individual mortgage - secured loan facility issued by La Trobe Financial from time to time.
Official Cash Rate	The Official Cash Rate means the official cash rate set by the Reserve Bank of Australia and published on its website.
Other income producing assets	These are items such as cash held in short term interest bearing accounts or longer 'fixed interest' assets.
PDS	This Product Disclosure Statement which describes the operation of the Fund. This PDS contains the Application Form which is required to be fully completed for registration as an Investor in the Fund.
Rural & industrial property	Property of broad acres with income producing capabilities, whether that be through direct farming or industrial activities, based on rural-zoned property.
SPDS	Investors who choose the Select Investment Account receive separate Supplementary Product Disclosure Statements ('SPDS') which contain information relevant to the specific investment.
Special Mandates	<p>Comprise the following types of investments within the Select Investment Account:</p> <ul style="list-style-type: none"> • loans secured by second or subsequent mortgages; • third party originated books for which La Trobe Financial takes on the administration on a "workout recovery basis". These portfolios may be referred to as a "closed investment mandate"; and • specific investment mandates agreed with individual investors.
Special use properties	Special use properties are built for a purpose which is specialised and which have no readily available alternative uses.
Substitute Investor	If you are a Select Investment Account and you want to withdraw your investment early, then a 'Substitute Investor' to take your place has to be found. There is no automatic right to withdraw. La Trobe Financial must first approve your request, and we are under no obligation to do so. We also charge an Early Withdrawal Fee.

14. COMPLETING THE APPLICATION FORM

If you are not applying online via La Trobe Direct - our online access investment platform, you will need to complete a paper Application Form and provide the relevant documentation as tabled below. Visit **latrobedirect.com** to open an account online.

Applicant Type	Identification required	Additional documentation required	Sections to complete on Application Form	TFN	Signature required
Individual	Certified copy of one (1) of the following documents that contain your photo and full name: <ul style="list-style-type: none">• Australian drivers' licence• Australian passport (current or expired less than 2 years)	Nil	Sections A, D, E, F (G, H & I) [if applicable] & J	The applicant	The applicant
Joint		Nil	Sections A, C, D, E, F (G, H & I) [if applicable] & J	Each applicant	Each applicant
Superannuation Fund	Individual trustee – for each trustee, same as individual	ABN (if applicable) ACN (if corporate trustee)	Sections A, B, C, D, E, F (G H & I) [if applicable] & J	The super fund	The trustee(s)
Trust	Corporate trustee – for each company director, same as individual	Certified copy of trust deed or certified extract showing: <ul style="list-style-type: none">• Name of super fund/ trust• Name of trustees and beneficiaries• Place of establishment of super fund/trust			
				The trust	The trustee(s)
Company	For each director and/ or secretary, the same as individual	Nil	Sections A, B, C, D, E, F (G H & I) [if applicable] & J	The company	Two directors; or if one director company, sole director
Partnership	For each partner, same as individual	Certified copy or extract of partnership agreement or certified copy or extract of minutes of meeting	Sections A, B, C, D, E, F (G H & I) [if applicable] & J	The partnership	All partners
Estate	For each executor, same as individual	Certified copy of death certificate Certified copy of grant of probate or letters of administration	Sections A, B, C, D, E, F (G H & I) [if applicable] & J	The deceased person	The executor(s)
Minor (under 18)	Certified copy of birth certificate or extract of minor For each adult investing on behalf of the minor, same as individual	Nil	Sections A, C, D, E, F (G H & I) [if applicable] & J	Not applicable if child is under 16. See Children and under 18s www.ato.gov.au	All adults investing on behalf of the minor

Identification Requirements

If you are not opening your account through La Trobe Direct you will need to provide **certified** copies of the relevant identification documents and attach these to the completed Application Form. Documents not in English must be accompanied by an English translation prepared by an accredited translator.

Identity Verification for Australian Residents

Acceptable forms of identification:

- **one certified primary photographic identification document (Category A) OR**
- **one certified primary non-photographic identification document PLUS one secondary identification document (Category B)**

Category A: a certified copy of **ONE** of the following documents that contains your photo and full name: **OR** **Category B:** a certified copy of document from **BOTH** i and ii below:

Australian driver's licence (current)

Australian passport (current or expired less than 2 years)

Proof of age card issued under a state or territory law (current)

- i**
 - Australian birth certificate
 - Australian citizenship certificate
 - Pension card issued by Centrelink
 - Health care card issued by Federal or State Government; **AND**
- ii**
 - A notice that contains your name and residential address which was issued to you by **EITHER**:
 - The Commonwealth or a State or Territory within the preceding 12 months and records the provision of financial benefits; **OR**
 - The Australian Taxation Office within the preceding 12 months and records a debt payable by or to you; **OR**
 - A local government body or utilities provider within the preceding three months and records the provision of services to you.

Identity Verification for Non-Australian Residents

Category A: a certified copy of **ONE** of the following current documents:

Foreign passport or similar travel document bearing your signature and photograph (must be current)

National identity card issued by a foreign government bearing your signature and photograph.

OR **Category B:** if you cannot provide one of the documents in Category A, please provide certified copies of **TWO** of the following current documents:

- Foreign driver's licence that contains your photograph;
- Citizenship certificate issued by a foreign government;
- Birth certificate issued by a foreign government.

Certification of documents – who can certify?

The certifying officer must be:

- Currently employed in one of the professional or occupational groups listed below;
- Contactable by telephone during normal working hours.

The certifying officer must:

- Write on the copy wording or similar wording to "I certify this is a true copy of the original documents produced by the applicant and sighted by me" and if applicable "and the photograph is a true likeness";
- Sign and print their name;
- Provide an address and a contact telephone number;
- State their profession or occupation group (as below);
- Write on the copy the date certified; and
- Affix the official stamp or seal of the certifier's organisation on the copy listing any relevant registration number.

Who can certify documents within Australia?

- Accountant – member of a recognised professional accounting body or a registered tax agent
- Officer of a bank or building society with 5 or more continuous years of service
- Barrister, solicitor or patent attorney
- A police officer
- Agent of the Australian Postal Corporation who is in charge of an officer supplying postal services to the public
- A teacher employed on a permanent full-time or part-time basis at a school or tertiary education institution
- A financial adviser or financial planner

- A justice of the peace with a registration number
- A dentist
- A veterinary surgeon
- A pharmacist
- A medical practitioner
- A notary public
- A minister of religion authorised to celebrate marriages (not a civil celebrant)

Who can certify documents outside Australia?

- A Notary Public

Please contact La Trobe Financial for other categories.

14. COMPLETING THE APPLICATION FORM

SECTION A

Organisation/Trust Details

If you are investing in the name of a company, trust, partnership, Association, Co-operative, Government Body or Other you must complete both sections A and B.

SECTION B

Individual Investor Details

If you are an existing Investor, provide your Investor number in the box. We will link your accounts and may not require identification documents.

If there are more than 2 applicants, please provide details on a separate page.

Please note that all communications with you will be via email. If you do not provide us with your email address, you will receive your Investor Activity Statements via post which will be issued annually each July for the previous financial year.

SECTION C

Account Authorities

This section applies to joint company and organisation investors and identifies the number of signatories who can authorise transactions on the account such as withdrawals and changes to account details. If left blank, we will assume one signature only is required.

SECTION D

Investment Details

Please indicate the Investment Account in which you would like to invest, and how much you would like to invest initially.

Payment Method

Please indicate how you wish to invest funds.

Cheques – all cheques must be made payable to **La Trobe Financial Asset Management Limited**.

Direct Debit – please complete the Direct Debit Request Authorisation at the rear of the Application Form. Funds can only be debited from the bank account noted in section E of this Application Form.

BPAY or EFT – These details will be advised to you once your account has been set up.

Other – please specify e.g. International Money Transfer, existing account (insert Investor account number).

Regular Access Cycle

If you have chosen to invest in the 12 Month Term Account, you may choose a Regular Access Cycle. Please refer to section 5 in this PDS for full details. **If no nomination is made, the default cycle will be yearly.**

SECTION E

Nominated Bank Account

This bank account will be your nominated account with La Trobe Financial into which all funds invested will be repaid. You may also elect to have your income payments paid into this account.

SECTION F

Income Payment details

We will pay your income in accordance with your instructions. You can elect to have all or part of your investment returns reinvested in either the Classic 48 hour Account, 90 Day Notice Account or the 12 Month Term Account or credited into your nominated bank account. Please speak to the investor team for more details.

Please note that you can only elect to have income reinvested in the 90 Day Notice Account or 12 Month Term Account if you have an investment in those accounts.

If you have elected to reinvest your investment returns, your Bank Account Details are still required so we can directly credit any withdrawals (capital redemptions). This account is also referred to as your nominated account.

If no election is made, income will be paid to your nominated bank account. If you have not provided a nominated bank account, investment returns will be reinvested in the Classic 48 hour Account.

SECTION G

Financial Adviser details (Australian Advisers only)

If you have been referred to the Fund by a Financial Adviser you should ask them to complete this section. Unless you instruct us otherwise, your Financial Adviser will have access to your account information and your financial records in relation to your investment(s).

SECTION H

Payments to your Investment Referrer

You can instruct us to pay certain fees to your referrer. These fees will be deducted from your account in the Fund. Please see page 53 of this PDS for more information.

This section is optional and if left blank, no payment will be made to your Investment Referrer.

SECTION I

Investor Representative

If you wish to appoint a Financial Adviser, solicitor, accountant or another trusted person to discuss and/or deal with your investments in the Fund, please complete this section. This section is optional and you do not have to appoint an Investor Representative. You may need to check page 50 of this PDS for more information.

SECTION J

Verification of Identity

Please confirm that you consent to La Trobe Financial providing your information to credit reporting agencies for verification purposes.

SECTION K

Declaration & Signature

The Application Form must be signed by all relevant parties.

SECTION L

Direct Debit Request Authorisation

The Application Form must be signed by all relevant parties.

Send your completed Application Form to:

La Trobe Financial
GPO Box 2289
Melbourne VIC 3001 Australia

For individual Investors please email:
investor@latrobefinancial.com.au

For Financial Advisers please email:
advisersupport@latrobefinancial.com.au

La Trobe Australian Credit Fund Application - Account Opening Form

La Trobe Australian Credit Fund ARSN 088 178 321. Product Disclosure Statement dated 24 June 2019 covering LTC0001AU La Trobe Australian Credit Fund – Classic 48 hour Account and LTC0002AU La Trobe Australian Credit Fund – 12 Month Term Account. La Trobe Financial Asset Management Limited ABN 27 007 332 363 AFSL 222213 is the issuer of this PDS.

Please refer to section 14 of the PDS for guidance with completing the Application Form.

If you are an existing Investor please insert your Investor number:

SECTION A – Organisation/Trust details (Only if investing in Company or Trust name)

If you are investing in the name of a company, trust, partnership or other entity, you must complete both sections A & B

Entity Type (circle)	Company Trust Superannuation Fund Partnership Sole Trader Association Other		
Full Name of Entity			
Corporate Trustee Name (Individual trustees, please complete Section B)			
ACN/ARBN		ABN	
Tax File Number or Exemption Reason		Tax Residence Country (non Australian residents)	
A company, partnership, trust or association established under the laws of the US or a US taxpayer	Entity's US Taxpayer Identification Number (TIN)	If TIN provided, please complete the FATCA Details form available on latrobefinancial.com and submit with your Application Form.	
Country of incorporation, formation or registration and name of relevant registered body (if applicable)		Registration or Identification Number	
Individuals who hold 25% or more of the company, trust or partnership.	Individual 1	Individual 2	
	Individual 3	Individual 4	
Full Name and address of the chairman, secretary and treasurer (associations only)	Chairman	Secretary	
	Address	Address	
	Treasurer	Other	
	Address		
Type of Government body, level of Government and Jurisdiction (Government bodies only)			
Address details	Registered Office	Principal Place of Business <input type="checkbox"/> Same as Reg. Office	
Street Address			
City, State, Province & Postcode			
Country (if not Australia)			

SECTION B – Individual Investor details (All Investors)

	Applicant 1	Applicant 2
Investor Type (circle)	Individual Joint Company Director Trustee Partner	Individual Joint Company Director Trustee Partner
Title		
Surname		
Given Names		
Any other names known by		
Date of Birth		
Country of citizenship/s		
Tax File Number or Exemption Reason		
Tax Residence Country (non Australian residents)		
US citizen or resident of the US for tax purposes	US Taxpayer Identification Number (TIN)	US Taxpayer Identification Number (TIN)

If TIN provided, please complete the FATCA Details form available on **latrobefinancial.com** and submit with your Application Form.

If there are more than two (2) applicants, including trustees or company directors, please provide their full details on a separate page.

Address & Contact Details		<input type="checkbox"/> Tick if address is same as Applicant 1	
Residential Street Address			
City, State, Province & Postcode			
Country (if not Australia)			
PO Box or Postal Address (if different to residential address)			
Contact person			
Phone (home)		Phone (work)	
Mobile		Fax	
Email			

Please note that all communications with you will be via email. If you do not provide us with your email address, you will receive your Transaction Statements via post which will be issued annually each July for the previous financial year.

SECTION C – Account Authorities (Optional)

Authorisation for account changes and redemptions (tick)	One signatory <input type="checkbox"/>	All signatories <input type="checkbox"/>	Other (please specify) <input type="text"/>
--	--	--	---

SECTION D – Investment details (Required)

Account	Investment Amount	Investment Method (please circle)	12 Month Regular Access Cycle
C 48 hour Account	\$	Direct Debit (Please complete Section L)	Monthly
90 Day Notice Account	\$	BPAY	Quarterly
12 Month Term Account	\$	EFT	Half Yearly
Select Investment Account	\$	Cheque	
High Yield Credit Account	\$	Other (please specify)	
TOTAL INVESTMENT	\$		

SECTION E – Nominated Bank Account (Required)

Bank Account details – must be provided in all cases

Account Name			
BSB		Account Number	
Bank/Branch			

SECTION F – Income Payment details (Required)

Payment direction (tick)	<input type="checkbox"/> Reinvest to Classic 48 hour	<input type="checkbox"/> Reinvest to 90 Day Notice
	<input type="checkbox"/> Reinvest to 12 Month Term	<input type="checkbox"/> Credit to nominated bank account

SECTION G – Financial Adviser details (Optional; Advisers only)

Information relating to your investment is provided to your Financial Adviser. You may wish to provide further authority for your Financial Adviser to transact on your account. See Section I below.

International Advisers please contact La Trobe Financial

La Trobe Financial Adviser Number			
Name			
Company			
Dealer Group			
Contact Name		Contact Telephone	
Email			

Identity verification declaration

In accordance with the Financial Services Council/Financial Planning Association Industry Guidance Note 24, I confirm that customer identification has taken place under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) ('Act') and that I will provide La Trobe Financial with access to the records as required, or that the industry agreed 'Customer Identification Form' confirming compliance is attached. I also agree to forward these documents to La Trobe Financial if I ever become unable to retain the documents. I understand and agree that La Trobe Financial is authorised to conduct random audits of these records in accordance with its obligations under the Act.

Signature of Financial Adviser	Date
--------------------------------	------

SECTION H – Payments to your investment referrer (Optional)

You may instruct us to make certain payments to your Investor Referrer as follows:

<input type="checkbox"/> Upfront payment: % (Paid upon initial investment from your investment capital)	<input type="checkbox"/> Repeat payment for subsequent investments
<input type="checkbox"/> Ongoing payments: % p.a. Please refer to page 53 for further explanation.	

I instruct La Trobe Financial to deduct the Upfront payment amount from my account following my investment/s and/or deduct the Ongoing payment on a regular basis, and to remit the amounts deducted to my financial adviser/investment referrer.

Signature of Investor	Signature of Investor
Date	Date

SECTION I – Appointing someone to be your investor representative (Optional)

MUST BE COMPLETED BY INVESTOR(S)

You may appoint someone to represent you in dealing with your investments with La Trobe Financial. If you would like to do this, please complete the following steps:

A. Name and Signature of Investor Representative

Full name of Investor Representative

Signature of Investor Representative

B. Level of authority

There are two levels of authority that you can provide to your Investor Representative. Please select your preferred level of authority.

☐ **Enquiry Only:** I/we authorise you as our Investor Representative to make enquiries and receive information from La Trobe Financial in relation to but not to transact on this account.

☐ **Full Transaction Authority:** I/we authorise you as my/our Investor Representative to transact on this account as if you were the legal and beneficial owner of the account, including making further investments, transfers or withdrawals to/from the account.

C. Declaration and acknowledgement

I/we have read the section on Third Party Access to my/our account in the PDS and agree to its terms and conditions. I/we wish to appoint our Investor Representative to deal with the account as authorised. I/we hereby release, discharge and agree to indemnify La Trobe Financial and the Investment Manager from and against all actions, proceedings, accounts, claims and demands, however arising, resulting from La Trobe Financial and/or the Investment Manager acting upon the instructions of my/our Investor Representative.

Signature of Investor

Signature of Investor

Date

Date

SECTION J – Verifying your identity (Required)

Commonwealth legislation requires La Trobe Financial to collect and verify information about your identity before providing services to you.

While the verification process will depend on the type of investor you are, we will require each applicant (the individuals listed in Section B of this application form) to provide us with **certified** copies of:

- Current Australian driver's licence; or
- Passport (Australian passports can be current or expired less than 2 years).

Further information on the identification requirements, including alternative forms of identification, can be found on page 63 of the PDS. Please refer to page 50 of the PDS to understand how La Trobe Financial will identify each investor, including to whom La Trobe Financial may disclose your personal information (such as your name, date of birth and address).

Please note that by signing this Application Form, you will be consenting to La Trobe Financial collecting information about you for the purposes of verifying you. This may include sending your information to credit reporting agencies for the purpose of verification.

SECTION K – Declaration and Signature (Required)

1. I/We hereby apply for registration in the La Trobe Australian Credit Fund ("the Fund").
2. I/We declare that I/we have received a paper or electronic copy of the PDS dated 24 June 2019 and read this PDS in full before completing this Application Form and the details in the Application Form are true and correct.
3. I/We agree to be bound by the provisions of the Fund Constitution dated 24 December 2004 as amended from time to time, a copy of which is available for my/our inspection and acknowledge the terms of La Trobe Financial's privacy policy available at **latrobefinancial.com**.
4. I/We authorise the disclosure to my/our Financial Adviser, Authorised Representative or Referrer and/or other service provider of any information in relation to this application or my/our investment ("personal information") and I/we consent to the payment of fees to the Financial Adviser, Authorised Representative or Referrer as set out in this PDS or subsequent disclosure.
5. I/We understand and agree that La Trobe Financial may disclose information about me/us to courts, tribunals or as required by law, including to verify my/our identity as necessary for La Trobe Financial to comply with its obligations under the Anti-Money Laundering and Counter-Terrorism Financing Act.
6. I/We understand that La Trobe Financial may use my/our personal information for marketing to me/us products and services offered by it and organisations with which it is affiliated or which it represents. I/We have the right not to receive marketing material by contacting you.
7. I/We understand and agree that La Trobe Financial may provide personal information to an external organisation that provides information technology services.
8. I/We hereby irrevocably appoint La Trobe Financial, and any Director, agent, attorney or substitute nominated by it and the Investment Manager to be my/our attorney for the purpose of performing its duties under the Fund's Constitution in relation to any investment which I/we make.
9. I/We hereby acknowledge that neither La Trobe Financial nor its Authorised Representatives has provided me/us with any financial product advice, made any representation or given any guarantee as to the Fund performance, the maintenance of capital or any particular rate of Investor return.
10. I/We acknowledge and agree to the instructions by fax and email provisions contained in this PDS.
11. If signed under a power of attorney, I/we declare that I/we have no knowledge of the revocation of that power of attorney.

Signature of Investor		Signature of Investor	
Date		Date	
Name (please print)		Name (please print)	
Capacity to execute (circle):	Applicant Director Power of Attorney Trustee	Capacity to execute (circle):	Applicant Director Power of Attorney Trustee

Please do not use this Application Form unless accompanied by the PDS.

La Trobe Financial is not responsible for the return on any investment nor does it make any recommendation of any investment. You and your financial adviser are responsible for the suitability of any investment selected by you.

Post or email your application to:

La Trobe Financial
GPO Box 2289
MELBOURNE Victoria 3001 AUSTRALIA

For individual Investors please email: **investor@latrobefinancial.com.au**

For Financial Advisers please email: **advisersupport@latrobefinancial.com.au**

La Trobe Financial Authorised Representative Details (if applicable)

Number:

Name:

SECTION L - Direct Debit Request Authorisation (Optional)

I/We hereby authorise and request La Trobe Financial (APCA User IDs 404708 – Classic 48 hour Account, 535941 – 90 Day Notice Account, 405155 – 12 Month Term Account, and 535931 – High Yield Credit Account) to debit the nominated financial institution account registered with you through the Bulk Electronic Clearing System (BECS) and credit the payment amount to my/our account with the La Trobe Australian Credit Fund in either the Classic 48 hour Account, 90 Day Notice Account or 12 Month Term Account, as instructed

Payment Details (you want us to debit your bank)

Pay now ☐ OR date / /

Classic 48 hour Account ☐ \$

90 Day Notice Account ☐ \$

12 Month Term Account ☐ \$

High Yield Credit Account ☐ \$

Total \$

All bank account
signatories must sign
and date below.

Nominated financial account details as noted in the Application Form

Account Name			
BSB		Account Number	
Bank/Branch			

Direct Debit Request Service Agreement

This authority covers La Trobe Financial Asset Management Limited ABN 27 007 332 363 (La Trobe Financial) using APCA User IDs 404708 – Classic 48 hour Account, 535941 – 90 Day Notice Account, 405155 – 12 Month Term Account, and 535931 – High Yield Credit Account as the Responsible Entity for the La Trobe Australian Credit Fund ARSN 088 178 321 (the Fund) in which I/we are an investor. It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider. Please keep this arrangement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

I/We acknowledge that:

1. This request is for a once only direct debit. The direct debit must be made from the nominated financial institution account registered with La Trobe Financial. The details of the nominated financial institution account must be re-confirmed on this Direct Debit Request to comply with Australian Payment Clearing Association requirements.
2. When the payment date is not a business day in Victoria, the direct debit may be processed on the next business day in Victoria. If I/we are unsure as to when the debit will be processed, I/we can confirm with my/our financial institution.
3. I/We can cancel, defer or amend the Direct Debit Request up to and including the day prior to the payment date by contacting La Trobe Financial's Investor team on 1800 818 818. Alternatively, I/we can cancel the Direct Debit Request by contacting my/our financial institution. La Trobe Financial cannot amend the Direct Debit Request without authorisation from me/us, although it may decline to process the Direct Debit Request.
4. Direct debit, through BECS, is not available for all financial institution accounts. I/We am/are responsible for checking that my/our nominated financial institution account is available through BECS and checking that the account details match a recent bank statement.
5. It is my/our responsibility to ensure that there are sufficient cleared funds in the nominated financial institution account, by the payment date, to allow for the debit of the payment amount. Where there are insufficient funds and the debit request is returned unpaid (ie dishonoured), we acknowledge that a dishonour fee will be charged to our account with the Fund in accordance with the current Product Disclosure Statement (PDS). I/We understand my/our financial institution may also charge a dishonour fee.
6. I/We may contact either our financial institution or La Trobe Financial to dispute a debit. Initial queries should be made by contacting La Trobe Financial's Investor team on 1800 818 818. La Trobe Financial's process for dispute resolution is outlined in the Fund's PDS.
7. My/Our account details will be maintained in accordance with the privacy requirements outlined in the Fund's PDS, subject to the provision of any information required by a financial institution in relation to a claim of alleged incorrect or wrongful debit.
8. I/We can notify you in writing electronically or by ordinary post about anything in this agreement and you may respond either electronically or by ordinary post to the email or postal addresses registered with La Trobe Financial. Any notice is deemed to have been received on the third business day in Victoria after emailing or posting.

Acknowledgement

By signing this Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and La Trobe Financial as set out in the above Direct Debit Request Service Agreement.

Signature of account holder	Signature of account holder
Date	Date

SELLING RESTRICTIONS

Jurisdiction restrictions

This PDS only constitutes an offer to persons receiving the PDS (electronically or otherwise) in Australia and New Zealand and is not an offer or invitation in any other jurisdiction where such offer or invitation may not be lawfully made.

New Zealand

- a. This offer to New Zealand investors is a regulated offer made under Australian and New Zealand law. In Australia, this is Chapter 8 of the Corporations Act 2001 and Regulations. In New Zealand, this is Part 5 of the Securities Act 1978 and the Securities (Mutual Recognition of Securities Offerings – Australia) Regulations 2008.
- b. This offer and the content of the offer document are principally governed by Australian rather than New Zealand law. In the main, the Corporations Act 2001 and Regulations (Australia) set out how the offer must be made.
- c. There are differences in how securities are regulated under Australian law. For example, the disclosure of fees for collective investment schemes is different under the Australian regime.
- d. The rights, remedies and compensation arrangements available to New Zealand investors in Australian securities may differ from the rights, remedies and compensation arrangements for New Zealand securities.
- e. Both the Australian and New Zealand securities regulators have enforcement responsibilities in relation to this offer. If you need to make a complaint about this offer, please contact the Securities Commission, Wellington, New Zealand. The Australian and New Zealand regulators will work together to settle your complaint.
- f. The taxation treatment of Australian securities is not the same as for New Zealand securities.
- g. If you are uncertain about whether this investment is appropriate for you, you should seek the advice of an appropriately qualified financial adviser.
- h. The offer may involve a currency exchange risk. The currency for the securities is not New Zealand dollars. The value of the securities will go up or down according to changes in the exchange rate between that currency and New Zealand dollars. These changes may be significant.
- i. If you expect the securities to pay any amounts in a currency that is not New Zealand dollars, you may incur significant fees in having the funds credited to a bank account in New Zealand in New Zealand dollars.
- j. The dispute resolution process described in this offer document is available only in Australia and is not available in New Zealand.

China

This PDS may not be circulated or distributed in the People's Republic of China (PRC) for the purposes of the offer of interests in the Fund, except pursuant to applicable laws and regulations of the PRC. Interests in the Fund will not be issued to any resident of the PRC, nor will interests in the Fund be issued to any person for re-offering or resale, directly or indirectly, in the PRC, except pursuant to applicable laws and regulations of the PRC. For the purpose of this paragraph, the PRC does not include Taiwan and the special administrative regions of Hong Kong and Macau.

Hong Kong

No offer is made under this PDS in Hong Kong, other than where the possession and issue of this PDS complies with section 103 of the Securities and Futures Ordinance (Cap 571) of Hong Kong (SFO) or in circumstances which do not constitute an offer to the public within the meaning of SFO.

No person may issue or have in their possession for the purposes of issue whether in Hong Kong or elsewhere, this PDS or any other advertisement, invitation or document relating to the Fund which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to interests in the Fund which are, or are intended to be, disposed of only to persons outside Hong Kong or only to "professional investors" within the meaning of the SFO and any rules made under the SFO.

India

This PDS has not been and will not be reviewed by, approved by, or registered as a disclosure document with any regulatory authority in India (including the Securities and Exchange Board, any registrar of companies or any stock exchange). Other than in compliance with applicable laws and regulations in India, including the Companies Act 1956, this offer of interests in the Fund is not, and should not be construed as, an invitation, offer or sale of any interests to the public in India. This document is strictly personal to the recipient and neither this document nor the offering of interests in the Fund is calculated to result, directly or indirectly, in interests in the Fund becoming available for subscription or purchase by persons other than those receiving the invitation or offer.

Japan

Interests in the Fund have not been and will not be registered under the Financial Instruments and Exchange Act (FIEA). La Trobe Financial has not, directly or indirectly, offered or issued and will not, directly or indirectly, offer or issue any interest in the Fund in Japan or to a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and other relevant laws and regulations of Japan. In this paragraph, "residents of Japan" means any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

Singapore

No offer is made under this PDS in Singapore and this PDS or any other offering document or material has not been and will not be lodged or registered as a prospectus with the Monetary Authority of Singapore under the Securities and Futures Act, Chapter 289 of Singapore (SFA). Accordingly, this PDS and any other offering document or material in connection with the Fund may not be issued, circulated or distributed in Singapore nor may any interest in the Fund be offered, for subscription or purchase or sold directly or indirectly, nor may an invitation or offer to subscribe for or purchase any interest in the Fund be made, directly or indirectly, to persons in Singapore other than institutional investors, accredited investors and other relevant persons pursuant to, and in accordance with the conditions specified in the SFA or otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Other jurisdictions

Interests in the Fund may not be offered or issued in any other jurisdiction, except to persons to whom such offer, sale or distribution is permitted under applicable laws.

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A Blackstone Portfolio Company

13 80 10

www.latrobefinancial.com

Looking out for **you**®