

DCF Private Debt IV-B – Class A Units

INFORMATION MEMORANDUM

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Directory

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Important Notice to Recipient

This Information Memorandum is dated 14 September 2021 (**Information Memorandum**) and has been prepared by DCF Asset Management Pty Limited (ACN 622 234 315) (**Manager**).

This Information Memorandum sets out information about DCF Private Debt IV-B (**Fund**) and is being distributed to a limited number of wholesale clients (as that term is defined in the Corporations Act) in connection with the consideration of an investment in the Fund (each, a **Recipient**). The Fund is not, at the date of this Information Memorandum, a Registered Scheme.

This Information Memorandum is supplied personally to the Recipient on the following conditions, which conditions are expressly accepted and agreed to by the Recipient, in part consideration of the supply of the Information Memorandum, as evidenced by the retention by the Recipient of this Information Memorandum. If these conditions are not acceptable, the Information Memorandum is to be returned immediately.

This Information Memorandum contains sets out the main terms and conditions which could be applicable to the Fund. All terms and conditions are subject to change without notice. If there is an inconsistency between this Information Memorandum and the Trust Deed, the Trust Deed prevails.

Any offer of Units or invitation to apply for Units is only extended to a person in Australia if that person is a wholesale client for the purposes of section 761G of the Corporations Act. This Information Memorandum must not be distributed or passed on, directly or indirectly, to any other class of persons in Australia.

The Manager, AMAL Trustees Pty Limited (ACN 609 737 064) (**Trustee**) and each of their respective affiliates, Related Bodies Corporate, officers, employees, advisers, agents or associates (**Specified Persons**) do not exclude any condition, warranty or right, the exclusion of which would contravene the *Australian Competition and Consumer Act 2010* (Cth) or any other applicable law. However, neither the Manager nor Specified Persons make any representation or warranty as to or assume any responsibility or liability for the accuracy or completeness of, or any

errors or omissions in, any information, statement or opinion contained in this Information Memorandum or in any accompanying, previous or subsequent material or presentation. To the maximum extent permitted by law, the Manager and each of those persons disclaim all and any responsibility or liability for any loss or damage which may be suffered by any person relying upon any information contained in, or any omissions from, this Information Memorandum.

The return of capital and the performance of the Fund is not guaranteed by any person. The information in this Information Memorandum has been prepared without taking into account any Recipient's investment objectives, financial situation or particular needs. Before acting on the information, the Recipient should consider its appropriateness and the risks of investing having regard to their investment objectives, financial situation and needs and obtain their own legal, tax and investment advice. This Information Memorandum has been prepared by the Manager from sources which the Manager believes to be correct.

Equity Trustees Limited ACN 004 031 298 (**Custodian**) has had no involvement in the preparation of any part of this Information Memorandum (other than the particular references to the Custodian) and makes no promise that money invested will earn income or capital gain, or be repaid. The Custodian expressly disclaims and takes no responsibility for any other part of this Information Memorandum. It makes no statement in this Information Memorandum and has not authorised or caused the issue of it.

MUFG Investor Services is a fund administration and processing specialist. Its business is the provision of 'back-office' functions for fund managers and financial institutions. It has sophisticated systems and software and employs dedicated and experienced operational management and process personnel for unit registry, investment administration and fund accounting services. The Trustee has appointed the Fund Administrator to provide all back office fund administration processes including investor services, unit pricing and fund accounting.

MUFG Investor Services has given and not withdrawn its consent to be named as the Fund Administrator in this Information Memorandum. It has not been involved in the preparation of any part of the Information Memorandum. It has not authorised or caused the issue of, and expressly disclaims and takes no responsibility for any part of the Information Memorandum. Other than

the reference to its name, it takes no responsibility for the contents of the Information Memorandum.

Ernst & Young has given and not withdrawn its consent to be named as the Fund Auditor in this Information Memorandum. It has not been involved in the preparation of any part of the Information Memorandum. It has not authorised or caused the issue of, and expressly disclaims and takes no responsibility for any part of the Information Memorandum. Other than the reference to its name it takes no responsibility for the contents of the Information Memorandum.

The Trustee is an Australian financial services licensee (AFSL 483459). The Trustee will arrange for the offer to issue, vary or dispose of Units under sections 911A(2)(b) of the Corporations Act.

Executive Summary

The Fund seeks to provide investors with direct exposure to the Australian and New Zealand (**A&NZ**) corporate credit market, a market which is dominated by traditional regulated banks and is not easy to access for non-bank investors. Through the Fund, we aim to expose investors to periodic income, low risk of capital loss and a diversified portfolio of credit instruments. The Fund seeks to achieve this by creating a diversified exposure of credit products to A&NZ companies (or companies with a material part of their business located in those jurisdictions) which broadly reflect activity in the corporate credit market and with the resultant diversity by borrower, industry and credit quality. The Manager is an active participant in the A&NZ corporate credit market and has extensive experience in direct lending to A&NZ companies. The A&NZ corporate credit market comprises direct lending and other credit opportunities to companies and projects across the economy. However, the market is bank-dominated with high barriers to entry. By aggregating capital from wholesale investors, the Manager aims to deliver access to this market in a scalable and diversified manner.

Key benefits of investing in the Fund include:

- **An experienced and active management team with a proven track record** – the Manager is an A&NZ credit specialist, and its Investment Committee has extensive direct lending experience. This experience encompasses all aspects of originating, structuring, negotiating, executing and distributing A&NZ corporate credit products as well as managing portfolio risks.
- **Strong returns with low risk of capital loss** – The Fund will target returns of 8% per annum net of fees and expenses to Investors. Deep corporate lending experience, in conjunction with a measured loan to asset exposure, lender protections, such as security and enforcement rights, are all utilised with a view to achieving stable capital value and low loss rates.
- **Attractive risk-adjusted returns from a diversified portfolio** – A&NZ's corporate credit market offers attractive risk-adjusted returns compared to other asset classes, such as equities, and other geographic markets. A risk-

return premium is currently available in this market for exposure to lower volatility senior secured asset class with significant downside protection. However, the corporate credit market is not easily accessible to non-bank investors in a risk acceptable manner. There are limited alternatives for investors to access the attractive risk-adjusted returns offered by direct lending to A&NZ companies. The Fund offers direct, diversified exposure to this market.

- **Portfolio diversification from an investment in A&NZ corporate debt**
 - Corporate debt is an important component of any balanced investment portfolio with low risk of capital loss. Australian investors currently have limited domestic credit-based investment alternatives, and negligible alternatives to access the attractive risk-adjusted returns offered by direct lending to A&NZ companies. The Fund is designed with the goal of meeting the needs of the wholesale investor.
- **Attractive fee structure** – An investment in the Fund comprises a management fee structure of 1.50%. The management fee is only applicable to Deployed Commitment, which appropriately incentivises the Manager to originate and execute credit opportunities which satisfactorily meet the Manager's credit policy guidelines. The Fund will target returns of 8% per annum net of fees and expenses to Investors.

Summary of Key Fund Terms

Further details of key fund terms are set out in section 17 below.

Fund Name	DCF Private Debt IV-B.
Investment Type	A unit trust offering income returns via access to corporate credit assets.
Structure	The Fund is an unlisted, open-ended Australian managed investment scheme that is not currently registered with ASIC as a managed investment scheme. It may become registered in the future.
Investment Strategy	The Fund will provide credit to corporate borrowers which are registered in Australia or New Zealand or a material part of the borrower's business is located in Australia and/or New Zealand (Eligible Borrower), reflective of activity in the corporate credit market underpinned by the individual strength of each opportunity, whilst focusing on the diversity of borrowers, industries and asset classes. All new investments will be made alongside DCF Private Debt IV and subsequent vintages of DCF Private Debt Funds (DCF Private Debt Closed Funds) (see "Co-Investment").
Co-Investment	<p>The Fund will co-invest with, or in, DCF Private Debt Closed Funds.</p> <p>All new co-investments will be made on a pari passu basis with DCF Private Debt Closed Funds, calculated by reference to the respective commitments to each of the relevant Fund class of units (Class) and DCF Private Debt Closed Funds from time to time.</p>
Market opportunity	Clear market opportunity due to an oversupply of credible funding opportunities outside mainstream banking and insufficient capital to cover mid-market corporate demand (including opportunities which are derived from liquidity distress of lenders or corporate borrowers as a result of the current market conditions following the onset of the COVID 19 pandemic).

Investment Objective	<p>The Fund aims to provide monthly income returns, mitigating the possibility of capital loss, via a diversified portfolio of senior credit exposures including appropriately geared asset-backed loans (including real property mortgages) and robust structured covenants for cash flow backed loans. The Manager will strive to implement strategies to balance the delivery of targeted returns whilst preserving investor capital.</p>
Hurdle and performance fee	<p>The Manager is entitled to a performance fee from the Trust Fund (the “Performance Fee”) for each Fee Period of an amount equal to the aggregate of:</p> <ul style="list-style-type: none"> (i) in the case of Debt Proceeds, an amount equal to the lower of: <ul style="list-style-type: none"> (1) 18.5% of the increase of the Net Unit Value of the Debt Proceeds Sub-Class of Units for such Fee Period, calculated by reference to the prevailing Net Unit Value of such Debt Proceeds Sub-Class of Units on the first day of the immediately previous Fee Period, provided that the Debt Proceeds Hurdle is satisfied; and (2) the Debt Proceeds Hurdle if satisfied, and 100% of the amount which represents the Debt Proceeds Outperformance in excess of the Debt Proceeds Hurdle, in each case, multiplied by the Net Unit Value; and (ii) in the case of non-Debt Proceeds, 50% per annum of the Non-Debt Proceeds Outperformance (“Non-Debt Proceeds Hurdle”); <p>The Debt Proceeds Hurdle and Non-Debt Proceeds Hurdle are not guaranteed by the Manager or any of its affiliates.</p>
Target Returns	<p>The Fund will target returns of 8% p.a. to Investors net of fees and expenses. However, the Fund’s return may vary based on the timing and number of redemption requests and the occurrence of redemption events.</p>

Unit class maturity and rollover

The Fund will issue Class A units in respect of Fund subscriptions which are co-invested with, or in, DCF Private Debt IV. The Fund may issue successive classes of units, which will co-invest with successive vintages of DCF Private Debt Closed Funds. An information memorandum, or updated information memorandum as the case may be, will be issued in respect of each unit class if the Trustee considers it necessary or desirable to do so.

The maturity of each unit class will reflect the term of the corresponding DCF Private Debt Closed Fund (**Maturity Date**). The Maturity Date of Class A units is contingent on the term of DCF Private Debt IV.

Investors may redeem their relevant units by submitting a redemption request at least 90 days before the relevant Maturity Date (which will be notified to Investors in advance). Investors may redeem part of their units to make provision for any actual or contingent tax liabilities payable in relation to distributions. Should the Trustee not receive a redemption request at least 30 days before the relevant Maturity Date, an Investor's Fund investment will be automatically rolled over into the succeeding unit class and/or the Trustee will ensure that the Investor's interest in the Fund has exposure to the relevant successor DCF Private Debt Closed Fund. Roll-over proceeds shall be deposited into the Reserve Account and shall constitute the Investor's Commitment in respect of the succeeding unit class.

Target Fund Size of the Fund and DCF Private Debt IV (in aggregate)

In respect of Class A Units, the Fund (in aggregate with DCF Private Debt IV) is seeking to raise AUD300 million.

Management team	<p>Proven track record via three investment vehicles. The management team comes from a diverse background which adds to the diligence perspective when assessing transactions. This has been one of the key reasons behind the management's track record of success as the teams thought process is broad, industry agnostic and willing to challenge the credit thesis internally.</p> <p>Additionally, each member of the management team has in excess of 20 years' experience in various finance-related roles both locally and abroad.</p>
Applications	<p>Investors may apply for Units in a Class prior to the relevant Maturity Date of such Class. Each investor must be a wholesale client for the purposes of the Corporations Act.</p> <p>On the relevant Closing Date, each investor must pay in immediately available funds an amount equal to its Commitment to an account nominated by the Trustee as the Fund's Reserve Account (see "Reserve Account").</p> <p>The Trustee may accept applications monthly.</p> <p>For Units issued on the First Closing Date in respect of a Class, Units will be issued at \$1.00 per Unit and thereafter at the Net Unit Value plus transaction costs.</p>
Minimum Application Amount	<p>AUD50,000. The Trustee may alter or waive the minimum application amount with the written approval of the Manager.</p>
Distributions	<p>Monthly, targeting running yield of 6% p.a. (subject to available funds).</p>

Redemptions	<p>Monthly redemption dates at the end of each calendar month beginning with the first redemption date.</p> <p>The investor must submit a redemption request at least 30 days prior to the relevant redemption date.</p> <p>The Trustee may refuse a redemption request if, following the redemption, the value of the remaining Units of the redeeming investor would be less than the Minimum Commitment or if it exceeds the Maximum Redemption Amount.</p> <p>The Redemption Price for a Unit is calculated as the Net Unit Value less transaction costs.</p>
Minimum/Maximum Redemption Amount	<p>Minimum Redemption Amount: the lesser of \$50,000 and the amount of an investor's entire existing investment.</p> <p>Maximum Redemption Amount: Subject to the Minimum Redemption Amount, 25% of an investor's investment (calculated by reference to the investor's Commitment) each calendar quarter, such that it would take at least 12 months to fully redeem an investor's entire existing investment.</p>
Cash management and Payment of redemptions	<p>Subject to available liquidity, redemption proceeds will be paid within 30 days after the relevant redemption date.</p> <p>The Fund aims to maintain an appropriate cash balance in the Fund's Reserve Account (see "Reserve Account") to fund potential redemption requests.</p> <p>Maintenance of the appropriate cash level is subject to short-term fluctuations relating to the Fund's investment and redemption activities. If the Fund has insufficient available cash to meet all the redemption requests for a redemption date, redemptions will be processed pro-rata across all redeeming investors based on the amount of their redemption request relative to the amount of available cash.</p>

	Any redemptions not fully paid on a redemption date will be carried over to the next redemption date for processing on the same basis as other redemptions for that redemption date.
Suspension of redemptions	<p>The Trustee can suspend redemption of units or payment of redemption proceeds in respect of a Class for up to 365 days where:</p> <ul style="list-style-type: none"> • the investments in respect of such Class suspend, delay or restrict the redemption or payment of realisation proceeds; • the Trustee receives redemption requests in a calendar month of an aggregate value that exceeds 5% (by value) of the Fund referable to such Class; or • the Trustee reasonably considers that it is in the interests of Investors.
Liquidity	See 'Redemptions' above.
Valuation	The Net Unit Value of Class A Units will be calculated by the Fund Administrator on a monthly basis.
Management Fee	Management Fee: 1.5% p.a. of the relevant aggregate Net Unit Value of all Units on issue in the relevant Class payable monthly in arrear (adjusted to take into account the effect of any redemptions).

1 About DCF

1.1 Dinimus Credit Fund

Dinimus Credit Fund (**DCF**) is a non-bank funder focusing on medium-term asset-backed and cash flow loans to the corporate debt market. DCF was established by Dinimus Capital Pty Ltd (ACN 146 851 372) to take advantage of the credit shortfall which exists for mid-market corporate borrowers.

DCF launched its first initiative in 2010, **DCF I** (viz. Australian Credit Enhanced (ACE) – Note Programme), which provided stretched senior facilities to SME and mid-market corporate borrowers, utilising credit enhancement provided via a -AA S&P rated insurance product. The ACE Note Programme was institutionally backed by a major global bank.

Following the Global Financial Crisis (**GFC**), as valuations had been revised downwards and lending ratios had been materially paired back, Australian borrowers found themselves with a considerable credit gap in their capital structure. DCF implemented this lending structure, via institutional investors, that reinstated lending levels to support borrowers while underwriting the risk position of investors.

DCF launched its second initiative, **DCF II** (viz. DCF No.1 Pty Limited), in November 2015, which was institutionally backed by a major global fund manager, targeted at short-term event-driven finance solutions for SME and mid-market corporate borrowers.

DCF III (viz. DCF Australian Private Debt Fund) was launched to continue to target the credit gap for corporate borrowers and was tailored for the wholesale investor marketplace. The Fund is a closed-end unit trust offering investors an opportunity to gain access to the corporate credit market with strong investment returns to be delivered due to premium pricing achieved via a robust investment structure across a portfolio of diverse credit exposures.

DCF IV-B continues the investment strategy and mandate of DCF III through the Fund, an open-ended fund (**DCF IV-B**) that intends to co-invest with a closed-end fund (**DCF IV**) on a pari passu basis on new investments. This

Information Memorandum is not an offer for units in DCF IV. Any offer for units in DCF IV will be made under the terms of a separate information memorandum.

1.2 DCF's Philosophy

DCF's philosophy and vision is comprised of the following:-

- Aim to preserve investors' capital.
- Global range with local presence and focus.
- Longevity: adding value and building prosperous long-term relationships by lending to sustainable and responsible companies.
- Integrity: continuously act in the best interest of all stakeholders.
- Dynamic: the ability to understand changing market conditions, trends and economic cycles and adapt accordingly to identify the most suitable solutions for each investment opportunity.
- Evolution: continue to build on an established and successful platform.
- Pragmatic: delivering premium risk-adjusted returns to Investors, with management capital invested across the portfolio alongside the investors.
- Be a leading alternative credit capital provider to the A&NZ corporate sector.
- Aim to deliver credit solutions that genuinely assist clients and investment partners in achieving their potential.

1.3 Investment Objectives

The Fund Investment Objectives aim to:

- deliver maximum principal protection through:
 - rigorous upfront risk assessment and structural (covenants, business KPIs et al) scaffolding built into the loans;
 - professionally executed documentation through external legal counsel;
 - proactive management of risk/loans in Portfolio; and
 - optimal diversification across sectors and borrowers;

- deliver quarterly income returns:
 - superior to the benchmark for the asset class;
 - uncorrelated to the equity markets;
 - by keeping a balance between cash and non-cash return charged to the borrower on the underlying loans;
 - through upfront fees on the loans;
- embed sustainability and ESG in our decision-making process and focus on long-term performance.

1.4 Credit Philosophy

The repatriation of investors' capital is DCF's foremost goal. The credit process and portfolio management involve rigorous bottom-up analysis on each target borrower and credit exposure to ensure a high probability of returning its capital and interest income in whole and in a timely manner. The team looks for value opportunities across the A&NZ corporate credit markets and focuses on opportunities that would provide a premium return versus risk to Investors. Each investment will be assessed in line with the DCF's Credit Policy and Framework.

1.5 Investment Strategy

The Fund will provide credit to Eligible Borrowers to create a pool of investments that comply with DCF's Credit Policy and Framework (**Eligible Investments**), reflective of activity in the corporate credit market and with a diversity of borrower, industry and credit quality.

- **Borrowers:** Credit to a variety of public and private companies, and no more than 20% of the Fund assets will be invested in a single borrower group.
- **Industries:** Credit across industry sectors and no more than 25% of the Fund's investments will be in a single industry.
- **Credit quality:** Senior secured credit exposures provided across the credit risk spectrum of the corporate credit market, with a strong focus on established and growth businesses that sit just outside banking credit requirements or require customized funding that is no longer provided by banks.

1.6 Credit Investment

DCF is a private debt fund specialising in the provision of customised non-bank financial solutions to corporate borrowers in the A&NZ market. DCF's core focus includes but is not limited to:

- corporate finance;
- asset-backed finance;
- growth capital;
- acquisition / event-driven finance; and
- capital restructure.

DCF's success has been due to its ability to identify and capitalise on the need for customised financing solutions for corporates due to the withdrawal of mainstream banks and lack of alternate capital providers.

DCF's lending is directed at borrowers that either choose not to deal with traditional major banks or do not meet the lending criteria set out by those financiers.

2 Sustainability and ESG

DCF is one of the first private debt funders in the A&NZ market to integrate environmental, social and governance (**ESG**) factors in its investment process by partnering with Generation Investment Management (**GIM**) (Al Gore), one of the world's leading sustainability investors. Our experience with GIM as a cornerstone investor for DCF II was instrumental in DCF's integration of sustainability & ESG into its risk assessment processes.

Responsible investing is embedded in our ESG investment policies. DCF voluntarily follows the six principles of responsible investment as defined by the UN-supported Principles for Responsible Investment (**PRI**). The PRI is a global network of asset managers, owners and service providers working collaboratively to implement responsible investment into practice. PRI's principles include:

- incorporating ESG issues into investment analysis and decision-making processes;
- being active owners and incorporate ESG issues into our ownership policies and practices;
- seeking appropriate disclosure on ESG issues by the entities in which we invest;
- promoting acceptance and implementation of the principles within the investment industry;
- working together to enhance our effectiveness in implementing the principles; and
- reporting on our activities and progress towards implementing the principles.

Our approach to active investment management is based on an investment process that fully integrates sustainability analysis into our decision-making and is focused on long-term performance. In line with our overarching investment philosophy, we believe consideration of ESG within DCF's investment decision-making and ownership practices, provides greater insight into areas of potential risk and opportunity that will impact the value, performance (risk and/or return) and reputation of the investments we undertake.

Our investment process underpins our observance of the dynamics that drive and influence the performance of companies. Our aim is to incorporate solutions for material ESG issues in the same balanced way we incorporate solutions for other key risks which impact on a company's performance. Rather than simply defining industries or companies of inclusion and exclusion, DCF invests in assets and businesses that meet long term social and economic objectives across sectors, with capital preservation at the forefront of our thinking. DCF has a strong focus on risks associated with weak corporate governance practices.

DCF employs a sustainability index, which is a scorecard that rates companies against 17 Sustainable Development Goals (such as clean energy, responsible consumption & production, climate, good health & well-being, decent work & economic growth, industry, innovation & infrastructure etc) adopted by the United Nations member states covering community, infrastructure and environment.

DCF looks at allocating capital to companies aligned with sustainable business principles; based on integration of financial and ESG metrics to rigorously evaluate business and management quality. We provide loans to a portfolio of sustainable companies with the confidence derived from our in-depth research and analysis. A sustainable company is:

- one whose current earnings do not borrow from its future earnings;
- one whose sustainability practices, products and services drive revenues, profitability and competitive positioning; and
- one that provides goods and services consistent with a low-carbon, prosperous, equitable, healthy and safe society.

3 Credit Policy & Criteria

3.1 DCF Adopts a Robust but Commercial Approach to Lending

The nature of this funding opportunity requires a robust but commercial approach to credit and debt structures. Our credit risk assessment methodology organizes the analytical process in several steps to ensure we cover all significant risks to the repayment of the principal and return projected for such loans and structures.

a. Primary Risk Assessment

- Business Risk Profile

The risk/return potential for a borrower in the markets in which it participates define its business risk profile (**BRP**). A borrower's strengths and weaknesses in the market place determine its capacity to generate cash flow in order to service its obligations in a timely fashion and, as such, the BRP affects the amount of financial risk that a borrower can bear at a given point in time. Our analysis of the BRP combines our assessment, within those markets, the competitive climate (its industry risk), and the competitive advantages and disadvantages the company offers (its competitive position) and the stage of evolution of the industry as a whole.

- Financial Risk Profile

The financial risk profile (**FRP**) is the outcome of decisions that the management of a borrower makes in the context of its BRP and its financial risk tolerances. This includes decisions about the manner in which the company is funded and how its balance sheet is constructed. It also reflects the relationship of the cash flows the borrower can achieve, given its BRP, relative to its financial obligations. Cash flow/leverage analysis is used to determine a corporate issuer's FRP assessment.

- Qualitative Analysis

One of the most important factors in lending is the quality of the borrower's management team and the governance structure. DCF undertakes in-depth due diligence benchmarking the management, including their experience, ability to drive business through unforeseen circumstances, professionalism and market referencing. DCF also looks at enterprise level and as well as functional governance structures.

Other factors which impact our assessment are capital structure, financial policy and access to liquidity.

b. Structural Enhancements:

As most of DCF's loans are customized to borrower's needs while ensuring compliance with DCF's credit discipline, it takes into account the loan level structural strengths or weaknesses, while assessing the loss given default. The structural features are captured through robust covenants and business KPIs built into the loans. DCF analyses:

- the relative positioning and claim of its loan (principal repayment and interest payments) on the cashflow waterfall of the borrower. DCF aims to position its loans for servicing and repayment as first in line after the operating expenses of the business have been met. Financial covenants (eg Leverage and ICR covenants) encapsulate the financial discipline DCF enforces on borrowers, supplemented by other covenants tools such as capex limit, restrictions on distributions, financial indebtedness and granting security interests;
- security package. In the majority of cases DCF has senior security on all or substantially all assets, including perfected specific security over any material assets such as commercial, industrial and corporate-owned residential real estate assets and tangible corporate assets used within the operating businesses (plant and equipment, receivables contracts and other cash flows). LTV and other security driven covenants for loans are determined on a case by case basis;

- significant equity in the business. In particular, the equity percentage held by key sponsor/ management team in the business reflects their skin in the game. In this respect, DCF may request a minimum net worth covenant.

In line with its commitment to strive for maximum capital protection, DCF aims to pick signs of credit weakness as early as possible and work with the client to ensure value leakage at Enterprise Value (EV) level is minimal. DCF's first line of defence comprises business KPIs reporting and where possible board seats, regular dialogue and meetings with the borrower and an industry/borrower watchlist exercise conducted by DCF's Portfolio Management.

Financial covenants are DCF's second line of defence. In circumstances where the originally approved business and financial strategy of the borrower has not produced the desired results and the business is heading for non-compliance with the covenants. DCF through legal documentation has the right to negotiate with the borrower, even if the payment default has not occurred. This layer of protection also provides an opportunity early in the process to decide whether to preserve and repatriate the value through restructuring or follow the enforcement route.

In general, the analysis is focused on clear and defined exit strategies at the loan level– e.g. amortisation / refinance / capital event / sale / source of external funding (must be a liquidity event in the line of sight prior to funding).

DCF defines the exits as primary, secondary and tertiary and aims to build 1-2 layers of protection within the overall structure of the loan and associated security package. DCF looks at Forced Sale Value (FSV) of the underlying assets, in case these are sold on a non-going concern basis as a result of enforcement action.

3.2 DCF credit assessment overview

Rating	Description	Characteristics
A	Stable cash flow and strong asset coverage	Interest service: 100% cash paid Minimum interest rate: 7%

B	Either stable cash flow or strong asset coverage	If stable cash flow: 100% cash paid
		If strong asset coverage Interest service - PIK (or a combination of PIK and cash paid)
C	Emerging cash flow and asset coverage	Minimum interest rate: 9% (or as approved by IC)
		Interest service - PIK (or a combination of PIK and cash paid)
		Minimum interest rate: 12% (or as approved by IC) Equity kickers where commercially possible

Note: Grade C credit will not make up more than 20% of DCF's portfolio. It is expected that the overall portfolio will be investment grade quality.

3.3 DCF Performance - Consistent Returns, Zero Losses

DCF's performance has been consistent, with the following attributing to attractive returns and zero losses:

(a) DCF has invested in excess of AU\$500M across its three funds viz. DCF I, II and III.

(b) DCF has delivered strong IRR net returns to investors to date:

- DCF I: 9.5%;
- DCF II: 12.5%;
- DCF III: portfolio yield of 14.87% net (as of June 30, 2020) whilst delivering 10% (p.a.) quarterly cash distribution

(c) DCF's portfolio is in excess of 25 transactions.

(d) DCF has successfully managed out two defaulting transactions which had come to the end of their term. The realisation of these two assets delivered double-digit returns due to low entrance leverage when the loan was initially funded.

4 People

DCF's management team brings a wealth of experience in providing credit products and managing credit and secured assets both domestically and offshore and adopts a conservative approach to credit.

DCF's management of its credit process is overseen by an Investment Committee consisting of highly experienced professionals with diversified backgrounds, strong reputation and long track record.

4.1 Management Team and Investment Committee Members

Atiya Habib – DCF Head of Credit

Atiya heads the credit function and overseas portfolio management, maintaining independence from the transaction process. She is a voting member of the Investment Committee.

Atiya has over 20 years of experience in debt markets, structured finance and private equity, across Europe, Asia, Middle East and Africa. She has advised both large-cap corporates and mid-cap companies across the capital structure and led their debt deals for acquisition, project and property financing, hybrid capital, leverage and structured finance. Previously she was a Managing Director at Barclays (UK), responsible for US\$4 billion international debt business with 15 senior staff across 20 markets, originating, structuring and closing debt deals for more than 250 clients. She was a voting member of the underwriting committee and capital allocation/commercial return committee at Barclays. Prior to Barclays, Atiya headed the structured finance within capital markets (syndication) at Standard Chartered Bank covering Europe, Middle East, South Asia and Africa.

Nicolas Politopoulos – DCF Head of Capital

Nicolas heads the capital program and is a voting member of the Investment Committee.

Nicolas is a co-founder of Dinimus and has over 20 years of experience across corporate finance, capital markets, and business development in Australia, Europe & Asia. Before establishing Dinimus, Nicolas has worked at AMP Capital, Bain & Company and Citigroup. His focus expertise is in fund management, origination, structuring and distribution in debt capital markets, across a range of industries and asset classes.

Ryan Donnar – DCF Head of Originations and Execution

Ryan heads the transaction origination function and execution process. He is a voting member of the Investment Committee.

Ryan has over 18 years of experience in corporate, institutional and investment banking across Australia and the EMEA region. Ryan has extensive credit risk, syndications and deal origination experience and was formally a senior director within the infrastructure & utilities business at Westpac Institutional Bank and mid-market leverage finance loans & syndications within Barclays Capital.

Adam Howell – DCF Head of Risk

Adam heads the risk function and oversees the transaction structuring and documentation process. He is a voting member of the Investment Committee.

Adam has over 20 years of experience in structured and corporate finance as well as funds management, with expertise in domestic and cross-border transactions. He has been a partner of a global and a major Australian law firm.

Adam has held numerous advisory board positions for debt funds and alternate lenders and has extensive experience in relation to corporate governance and structuring, establishing and operating of managed investment schemes and other debt funds.

4.2 Investment Committee Consultants

DCF utilises and has access to a variety of specialist consultants on a needs basis. DCF has ongoing relationships with specialists in the following areas, each of whom have 10+ years' experience in their relevant field:

- Industry specific corporate finance
- Securitisation and structured finance
- Real estate
- Food and agriculture.

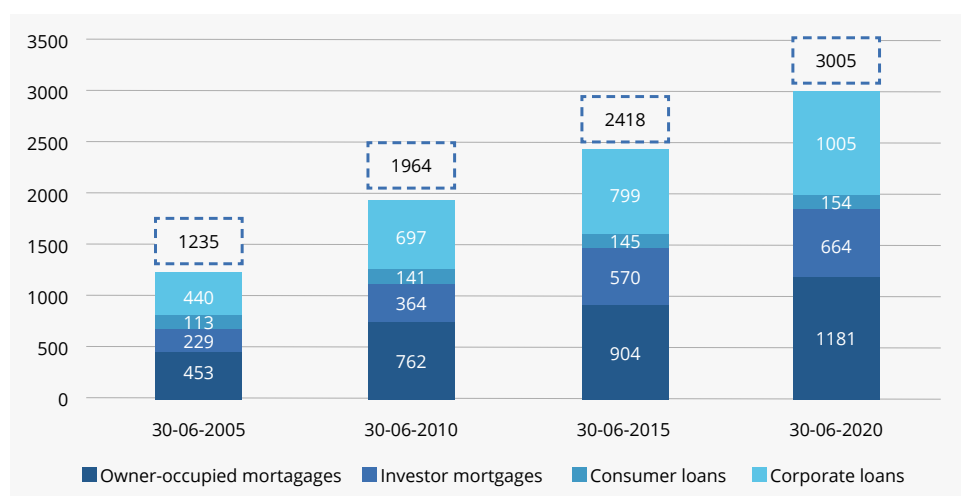
5 Background

5.1 A&NZ Corporate Debt Market

The Australian corporate debt market has traditionally been dominated by the Big 4 banks, supplemented by intermittent foreign banks and a small number of institutional and high net-worth investors. In fact, where in the US and Europe banks covered 9% and 35% respectively of the lending scope, in Australia banks provided 98% of domestic lending as of December 2018 as per a report issued by Preqin (source: Australian Private Capital Market Overview – a Preqin and AIC Yearbook).

The resulting power imbalance between borrowers and lenders has ultimately led to credit being provided at far more favourable terms to lenders than those available in the North American and European lending markets. We believe this market inefficiency has resulted in the opportunity for investors to capture potentially attractive risk-adjusted returns from providing capital-starved businesses with customized financing solutions.

The corporate debt market consists of several broad categories including corporate loans, owner-occupied & investor mortgages and consumer loans. Since 2005, the corporate debt market has experienced significant growth growing at a CAGR of 6.5% to reach AU\$3trn in June 2020 as shown below (amounts in A\$ billion):



Source: RBA

Over the course of the last decade, the opportunity in the corporate debt market is driven by a number of macro-economic tailwinds, such as the global financial crisis, outcome of the Banking Royal Commission, and structural changes in banking regulations. Changes to regulatory and prudential regimes have seen Australian banks reallocate their activities to areas that generate the highest return on equity, typically lending against property and higher-rated credit clients, resulting in significant tightening and in some cases a withdrawal of credit to lending segments such as the lower-middle corporate market.

There is an acceleration in demand from corporates seeking to strengthen their balance sheets and working capital positions. Banks remain focused on supporting borrowers within their existing portfolios and lack the capacity to consider strong 'new to bank' corporate lending applications.

This has created an opportunity for non-bank lenders (such as private debt funds / investment managers) to fill the gap left by banks. Other factors supporting the opportunity include the current low interest rate environment resulting in low absolute yields, and recent increases in public market volatility. All of these combine to create a compelling backdrop for investors to consider allocations to the A&NZ private debt sector that gives an opportunity to achieve strong risk adjusted returns.

As per an EY report (Source: Corporate Private Debt in Australia – reaches \$100bn in 2020, January 2020), the private debt market has grown from a modest \$35b funds under management (**FUM**) in 2015 to c.\$100b in FUM by 2020, thereby accounting for roughly 10% of the overall corporate debt market.

Private debt additionally offers several risk management advantages to investors over traded bonds and public debt including:

- More detailed due diligence may be undertaken by lenders;
- Lenders can negotiate preferred terms, including structural protections through seniority, security and strong protective covenants designed to mitigate lender risk;
- Access to regular reporting from borrowers allowing the lender to monitor the financial performance of the borrower to quickly identify any potential risk; and

- the option for board representation / observer rights.

Therefore, a number of factors combine to make A&NZ private debt a relatively attractive asset class when compared to domestic and offshore, investment grade and high yield bonds and US leveraged loans. The segment offers seniority, security, covenants, protection from M&A activity and cash flow leakage, as well as demonstrating attractive relative value. These key characteristics help to provide capital stability and protection in this late cycle phase.

5.2 Market risk and return

At its simplest, a loan is an advance of money to a borrower with obligations to make predetermined repayments and pay interest and fees. Borrowers have a contractual obligation to repay capital advanced at a pre-agreed future date.

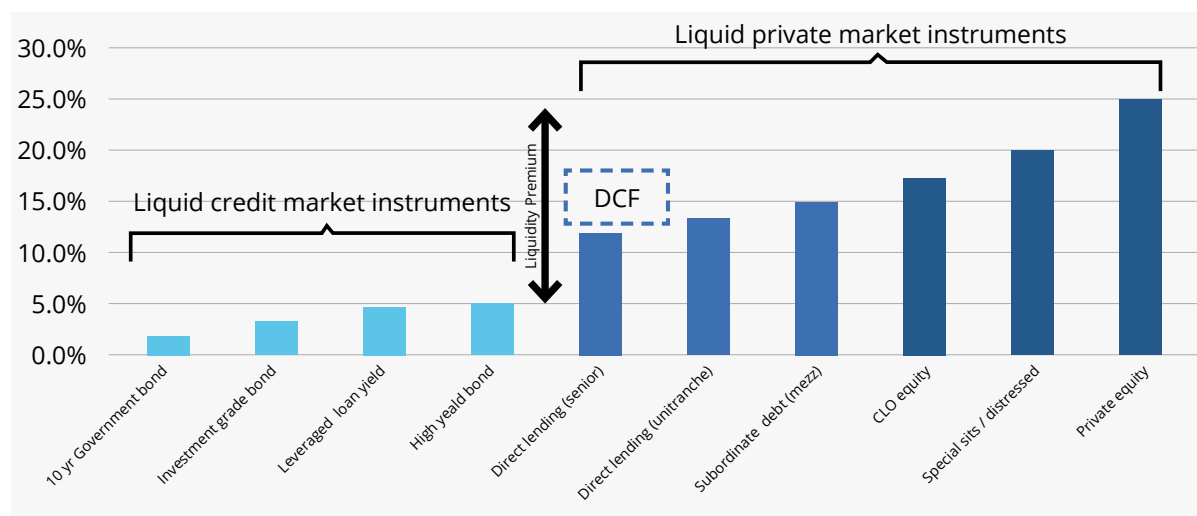
Financial returns for lenders in the corporate credit market are generated from several sources:

- interest income is the principal income stream and is typically a margin over a floating rate benchmark or a fixed rate of return for a specified period; and
- other fee income may be generated; it is common for additional upfront fees to be paid in terms of time spent considering the merit of the loan and its structure.

Corporate credit generally provides lenders with a high degree of capital stability. Lenders have a range of protections to preserve their capital in the form of security and covenants to protect themselves against the risk of loss. The Australian corporate debt market has historically recorded low loss rates, even in times of market disruption such as the GFC from 2008 – 2010.

The corporate debt market offers attractive risk-adjusted return characteristics compared to fixed income investment alternatives. In Australia, corporate debt provided by the major Australian banks are typically provided to performing companies with credit ratings the equivalent of between 'A' and 'BB'.

A summary of risk vs return across various asset classes is discussed below:



The chart clearly suggests an uncorrelated risk adjusted return profile for Australian senior secured debt (in the range of 8-14%), a significant arbitrage and on much stronger credit terms compared to US and Europe, with returns almost twice that of its peer group.

The vast majority of the borrowers in the corporate debt market do not have global credit ratings. Instead, lenders use their own proprietary credit rating models that employ a similar approach to that used by the global credit rating agencies and which are approved by prudential regulators. DCF will have a strong focus on lending to businesses that sit just outside banking criteria or require the commercial flexibility of funding no longer provided by banks.

In assessing the creditworthiness of a borrower, DCF applies an internal rating to reflect the risk of payment default and recovery. The methodology has been specifically tailored to the target market. Where appropriate, DCF utilises an external ratings tool (e.g. S&P Credit Analytics) and a credit rating methodology to provide a shadow rating for these transactions to validate the credit assessment.

5.3 Market diversity

The profile of the corporate credit market reflects both the underlying Australian corporate borrower mix, as well as the portfolio risk parameters of the

Australian major banks. The corporate credit market has significant diversity in terms of industry representation, credit quality and loan tenors:

- the corporate debt market is utilised by a variety of industry sectors (energy, materials, transport, industrials, services, consumer, healthcare, financials, technology media and telecommunications, utilities and real estate);
- based on analysis of data published by Australia's four major banks and other publicly available information, significant numbers of corporate loans are on the boundary between investment grade and sub-investment grade ratings (BBB and BB). However, on the whole corporate loans are diversified across the credit risk spectrum; and
- major Australian banks typically lend for 1, 3 or 5 years, and borrowers may have a combination of revolving loan (a flexible debt structure that allows a borrower to draw down and to repay the loan on an ongoing basis) and/or term loans with varying loan terms to maturity.

5.4 Barriers to entry

Whilst it is recognized that the A&NZ private debt market is emerging, there have been several barriers that have resulted in this asset class experiencing a low level of institutional participation. These include:

- significant levels of capital are necessary to build a diversified portfolio that mitigates individual borrower, industry and credit risk;
- a new entrant must initially be able to sustain a high fixed cost base prior to a portfolio achieving a profitable scale;
- the credit team/investment committee is required to be composed of highly experienced individuals with extensive and specific track records in corporate credit to enable due and proper credit assessment of these transactions. Whilst many managers in offshore jurisdictions have strong and extensive credit teams to enable assessment of loans, it is difficult to execute a direct lending strategy in A&NZ without local resources;

- corporate loans are not exchange traded on public securities or exchanges;
- loans are privately negotiated transactions and generally not available to public market investors; and
- despite the easier access to international markets, A&NZ's geographic location makes it isolated from foreign markets, resulting in overseas investors being hesitant to invest in the region.

These characteristics have resulted in investors having limited direct income exposure to the majority of A&NZ's major companies and projects, and the attractive risk-adjusted returns on offer.

5.5 Structural and Regulatory Change has Resulted in a Credit Shortfall

The Australian credit market for corporates has historically been largely serviced by the major Australian banks.

Since the GFC, the international regulatory and prudential regime has continued to increase the capital adequacy requirements for Australian Deposit Institutions and as such many banks have taken measures to reduce their exposure across all asset classes, creating a sustained credit shortfall.

The structural changes to the Australian credit market have had an impact on lending practices, reducing the availability of credit to a broad range of borrowers that would typically be serviced by traditional banking markets. In particular, many traditional banks have reduced or withdrawn from providing cash flow and event-driven lending to mid-market corporates (Equitise Alternative Finance in Australia, May 15). Such lending typically requires additional technical due diligence and expertise and as such traditional banks are focusing on offering this service to larger borrowers only.

As a result of the structural and regulatory environment described above and the general increase in economic activity, a credit shortfall exists for mid-market corporates.

6 Market Opportunity

6.1 Oversupply of Credible Funding Opportunities outside Mainstream Banking

This credit shortfall or funding gap continues to be generally underserved by the market. The opportunity set is enhanced by the COVID 19 pandemic leading to potential funding opportunities related to capital restructures. Once most A&NZ borrowers have exhausted mainstream banking channels, they are limited in their options to address funding requirements.

There are currently few genuine financiers filling the gap traditionally serviced by banks and those requiring funding are forced to consider raising equity, which is a timely and costly process. The result is an oversupply of creditworthy funding requirements that sit outside bank credit parameters in the A&NZ market which are relatively price insensitive.

To effectively deliver quality credit funding, DCF has developed robust operational infrastructure including an institutional origination network, highly experienced credit personnel, third party transaction services and processes have previously proven to be successful.

A key aspect of this opportunity is that DCF has been operating for over 9 years with all credit and portfolio management infrastructure already in place, underpinning this turnkey opportunity.

7 Investment Opportunity

7.1 Highly Credible Operator with Strong Lending Expertise

DCF is an established funder – the offer to investors is to invest in the expanding credit gap via the Fund.

In addition to the Fund, the DCF team has brought to the market 3 other products that were highly successful, backed by global financial institutions and filled a gap in the market at a time when it was required.

A summary of these products / funds can be seen below.

7.2 DCF I: Australian Credit Enhanced (ACE) – Note Programme

- Institutional funding partner
- Stretched senior facilities (direct lending)
- Credit Enhanced structure via a -AA S&P rated insurance product
- Loan size –AU\$10m to AU\$70m
- Corporate loans
- Term: 2-4 years
- Portfolio of 6 transactions
- Returns: 9.5% net IRR to investors
- •Zero Losses

7.3 DCF II: DCF No.1 Pty Limited

- Single institutional investor providing wholesale funding line
- Senior secured bridging finance (direct lending)
- Loan size - up to AU\$10m
- Asset-Backed Loans / Growth Capital / Cash Flow Loans
- Term: Up to 12 months
- Broad asset classes and industry sectors
- 24 month track record

- Portfolio of 9 transactions
- Returns: 12.5% net IRR to investors
- Zero losses

7.4 DCF III – DCF Australian Private Debt Fund

- Senior secured term lending (direct lending)
- Loan size: AU\$5m - AU\$50m
- Credit: Event-driven Funding, Acquisition Finance, Asset-Backed Loans / Growth Capital / Cash Flow Loans
- Term: 24 to 36 months
- Broad asset classes and industry sectors – focus on growth sectors
- Returns: Portfolio yield of 14.87% net as of June 30, 2020
- Additional Returns in respect of equity kickers/warrants (to the extent obtained from lending activities)

8 Funding Opportunities – DCF IV-B

The ‘outside banking’ market is increasing and is comprised of creditworthy assets and / or sponsors that historically would be bank clients. Typical scenarios would include:

- event driven for a contractual exit;
- capital restructures due to the impact of the Covid-19 pandemic;
- growth capital for contractual or acquisition events;
- short-term business requirement;
- transaction in its current form does not meet banking guidelines or requires commercial flexibility in facility structuring; or
- sponsor and/or borrower which is non-conforming credit and therefore precludes them from using traditional funding channels.

It is common to see borrowers that have not experienced the structural shift in banking. The expectation that their bank will always be there to provide loans is a catalyst for this opportunity, as quite often the bank will spend months reviewing an opportunity, only to decline to fund, leaving the borrower with few options and short on time.

As noted earlier, this is a structural change and not a cyclical one. As such, genuine lenders in this space will not be short of transactions and in that regard, the banks themselves have referred existing clients to DCF to initiate discussions.

Below table summarizes the types of opportunities presenting to DCF and expected to form part of the Fund.

Sample transactions				
	Deal 1	Deal 2	Deal 3	Deal 4
Background	Borrower is seeking funding to execute on their acquisition strategy of various complimentary medical services.	Mature borrower is seeking funding to accelerate the growth of their business which is secured auto loans. The borrower has an existing established warehouse funding structure	Borrower is seeking funding to finance rapid growth and contracted demand for high demand leisure/lifestyle product with strong appetite in post Covid environment	Borrower is seeking funding to acquire an existing pool of receivables and fund future acquisition of receivables and an LVR of 65%
Security	General security over the borrower and director guarantees	Fixed charge over receivables of borrower.	General security over the borrower, director guarantees.	General security over the borrower and fixed charges over each receivable
Amount	30,000,000	40,000,000	15,000,000	30,000,000
Term (Months)	24	36	36	24
Coupon (Per Month)	0.80%	0.80%	1.25%	1%
Fees (Net)	2.00%	1.00%	3.00%	3%
Exit	Refinance by senior bank following 2 years trading integrated businesses	Refinance to an institutional investor such as Superannuation of Pension Fund, or liquification of receivables	Refinance to bank	Refinance by a primary lender, securitisation of the facility, or liquefy receivables.
Forecast IRR	10.50%	10.00%	13.00%	13.00%

A testament to DCF's risk management and credit processes it is noted that executed transactions only equate to just over 10% of total opportunities assessed.

Due to the lack of established funding sources outside the major banks, DCF has identified an opportunity to broaden the scope of lending and increase the scale to absorb greater market share by targeting opportunities of up to AU\$50 million, for terms of 2 to 3 years. Due to a strong pipeline of opportunities, DCF proposes that it could deploy AU\$400 million during an 18-24 month period via the Fund and co-investment with investors and other third parties.

9 Competitive Landscape

In recent years, there has been growth in the corporate private debt market in A&NZ. It is expected that this growth will continue as wholesale and retail investors continue to allocate capital to this emerging asset class. The number of participants in this market grows daily and is now complemented by an ecosystem of local and international fund managers, trustees, administrators, auditors, law firms, brokers, industry groups and debt advisors. It is however suggested that the majority of these funders either operate in a particular area of “niche” specialisation or are different in their focus. This part of the market is relatively fragmented - whilst the private credit sector is expanding, the majority of the capital raised by private credit managers is for property, sponsor-backed and non-direct lending strategies.

DCF is highly conscious of maintaining its brand integrity in the marketplace. In order to differentiate itself from the less sophisticated lenders in the market, it operates on the following principles:

- (a) Embrace a philosophy of being a genuine lender.
- (b) Qualified origination: only consider known referral sources – critical that the source referring the transaction has a history with the borrower / knowledge of transaction.
- (c) DCF engages credit personnel with extensive corporate credit expertise.
- (d) DCF only issues an indicative offer to the borrower once the Investment Committee is of the view that, on the basis of the information provided, DCF will on balance fund the transaction
 - i.e. DCF will not issue offers to simply option a transaction.
- (e) DCF may use a custodian to hold the assets of the Fund and control cash flows in and out of the Fund to ensure a true separation of this function from the operation of the lending business, where it considers it appropriate or desirable to do so.

(f) DCF delivers a robust investment structure which will involve:

(i) independent representation on the Investment Committee (with no transaction being approved without the approval of those committee members);

(ii) Regulatory and contractual compliance oversight; and

(iii) Regular periodic reporting to investors in a prescribed form.

(g) Alignment of interests from a fee and return perspective with the majority of returns and fees payable to DCF being either paid at the back-end of the Fund or paid by the borrowers.

10 Origination

DCF has strong institutional relationships with retail and investment banks, mortgage trusts, family offices, specialist, private funders and various other third-party intermediaries (lawyers, accountants, advisors, etc.). DCF also has its own origination personnel who deal directly with the borrowers and the market to source high-quality transactions prior to those transactions entering the usual referrer and intermediary networks.

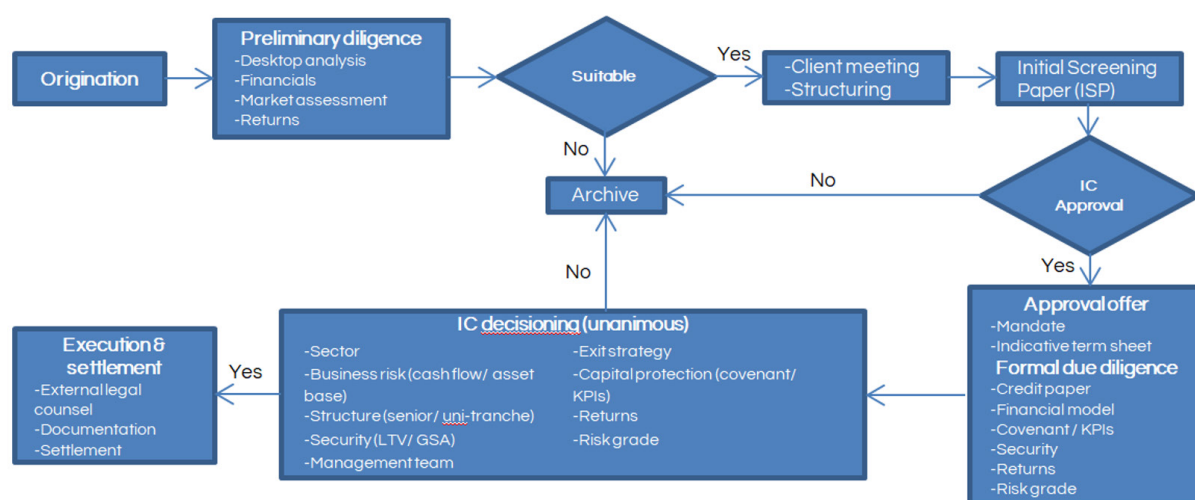
Referrals will be sought from our established relationship network where the referrer has an existing relationship with the borrower so that the referrals are qualified, genuine borrowers.

DCF has not undertaken above the line marketing activity or mass marketing based campaigns to broker networks, instead relying on its 'top-down' referral network.

11 Credit Process

11.1 Experienced Credit Team with Robust Credit Processes

DCF has developed an extensive and robust credit process which thoroughly assesses all aspects of the underlying business in the transaction. Extensive legal, valuation and financial due diligence are undertaken to validate the borrower provided information to attempt to establish an accurate risk assessment. This structured process can be broadly broken down into the following steps:



- Initial review of data to qualify that the transactions fit within the investment mandate.
- Once the investment mandate has been confirmed, a detailed 1-2 page document is prepared and shared amongst the Management Team for review.
- This summary document is discussed and debated internally. If it is supported, an initial screening paper is prepared and circulated to the Investment Committee. The initial screening paper includes an assessment of the opportunity, summary financials, preliminary structure and economics, identifies key credit risks and provides conflict checks (company, directors and other related parties).

- (d) If the Investment Committee provides support for the transaction, an indicative term sheet is issued to the client along with a detailed list of diligence items.
- (e) If the indicative term sheet is accepted by the prospective borrower, a mandate agreement is executed (attaching the term sheet) and DCF commences the full credit, due diligence and legal documentation processes. The credit and due diligence process ensures that the transaction is structured appropriately with risks identified and mitigated. The core focus of the due diligence includes meeting with the prospective borrower's management team, valuation of the security, detailed analysis of the operating business, its ongoing viability, industry sector, the creditworthiness of the eligible borrower, the client's tax position and the exit strategy. Where relevant DCF engages industry experts to assist with the due diligence process.
- (f) A full credit paper is presented to the Investment Committee for assessment. The credit paper includes business, operations and market review, key risks and mitigants, detailed financials and model, negotiated structure, terms and economics.
- (g) Approval from the Investment Committee can either be provided following completion of all due diligence or provided subject to satisfactory results being obtained in respect of certain due diligence items. Where approval is provided subject to due diligence outcomes, the Investment Committee reconvenes once results from required due diligence items are obtained to confirm approval.

This credit process is undertaken as efficiently as possible in a timely period in order to be competitive in the market.

12 Funding and Execution

DCF completes extensive due diligence and obtains executed legal documentation in preparation for the funding of a transaction. The legal documentation will be entered into on behalf of the Fund by the Custodian.

The legal documentation used by DCF is based on the APLMA standard form documents but is tailored to cater to the requirements and risk assessment of each transaction. Investment Committee approval is required for exceptions to documentation.

DCF engages a panel law firm on each transaction to prepare the legal documentation and provide a sign off which covers compliance with credit approval, enforceability of the documents, the satisfaction of conditions precedent to funding and registration of each security interest.

Settlement (financial close) only occurs upon DCF receiving the sign off from the panel law firm, confirmation that the transaction is compliant with the Fund's mandate and the Trustee authorises the release of funds in accordance with the Trust Deed.

13 Portfolio Management

DCF believes in generating alpha on the back of end-to-end risk management. One of the main differentiators is DCF's hands-on approach in relation to management of risk once a loan has been approved, thus ensuring that capital and returns for the investors are protected to the maximum possible extent.

The post-settlement process is briefly described below:

Loan Booking	Portfolio/Risk Management	Operations	Amendments
<ul style="list-style-type: none"> • Booking of loan in the Portfolio Management System • Use of external law firm to register security interest on the PPSR 	<ul style="list-style-type: none"> • Weekly review • Monthly review with IC and the Borrower • Adhoc review, as required (eg. Covid) • Regular review with Borrower • DCF often has Board observer/representation 	<ul style="list-style-type: none"> • Disbursement • Interest payments • Principal repayments 	<ul style="list-style-type: none"> • Any amendment to IC approved terms will be referred back to IC for consideration & any subsequent approval

Once Investment Committee has approved a loan, Portfolio Management (PM) has day to day oversight over the risk profile of the borrower and the loan. This proactive monitoring is accomplished through periodic site visits, monthly calls with the borrower, competitor mapping, regulatory considerations, review of financial statements and testing of financial covenants, monthly reporting from the independent appointee to the board of directors of the borrower and quarterly meetings with the borrower management team.

DCF operates a systematic and co-ordinated portfolio monitoring and management system. As demonstrated above, PM interfaces with:

- Borrowers
 - At least on a monthly basis
 - Business and financial reporting as per the loan documentation
 - Annual reviews including discussions on forecast financial performance
- Investment Committee for internal risk management
 - At least on a monthly basis
 - Seek any clarifications on terms of approval
 - Seek any changes to terms of approval including any covenant waivers, resets etc.
 - Monthly portfolio reviews
 - Adhoc portfolio reviews driven by macro factors (such as Covid-19)
 - Report any non-compliance by the borrower
 - Flag credit weakness and seek guidance on next steps.
- Head of Credit
 - At least on a fortnightly basis for a summary review covering any potential issues across portfolio or individual borrower
 - Discuss action points from monthly Portfolio Management Review (PMR)
 - Discuss the revision in risk grades –downwards / upwards, as applicable, across the portfolio
- Other parties
 - Specialized due diligence providers and valuers, for any borrower/loan review as directed by the Investment Committee
 - Operations, for reconciling the payments in from the borrowers

14 Enforcement

DCF will not entertain defaulting borrowers and will exercise commercial discretion in each individual circumstance.

The Head of Risk (in conjunction with the Investment Committee) will manage any process following the occurrence of an event of default or any event which gives the Fund the right to enforce its security.

Any enforcement process is undertaken in accordance with relevant laws and regulations, but in an efficient manner with the aim to maximise the return to the Fund and minimise the possibility of a loss of capital or other amounts owing to the Fund.

15 Economics

15.1 Strong Credit Opportunities Delivering Attractive Economic Returns

DCF's economic structure is designed to appropriately align the interests and value contribution of investors and the Manager to effectively execute the business case provided by DCF.

See "Distributions" in Section 17 – Key Terms for further details.

16 Applications

Investors may apply for Units on or before the Maturity Date. Applications for Units of less than AU\$50,000 in aggregate can only be considered if the applicant satisfies the Trustee that it is not a retail client under the Corporations Act. In the event the application for Units is for an amount less than AU\$50,000 in aggregate, the applicant must provide satisfactory evidence that it is a wholesale client under the Corporations Act.

An application lodged with the Administrator is irrevocable except as required by law. However, the Trustee may reject an application in whole or in part without giving any reason for the rejection.

17 Key Terms relating to Class A Units of DCF Private Debt IV-B

The Fund	The Fund is being established to provide credit to corporate borrowers. Investments will be materially connected to or have their principal business located in Australia and New Zealand.
Fund Structure	The Fund is an unlisted, open-ended Australian managed investment scheme that is not currently registered with ASIC as a managed investment scheme.
Target Fund Size of the Fund and DCF Private Debt IV (in aggregate)	In respect of Class A Units, the Fund (in aggregate with DCF Private Debt IV) is seeking to raise AUD300 million.
Manager	DCF Asset Management Pty Limited (ACN 622 234 315) or any replacement manager appointed in accordance with the Trust Deed.
Hurdle and Performance Fee	<p>The Manager is entitled to a performance fee from the Trust Fund (the "Performance Fee") for each Fee Period of an amount equal to the aggregate of:</p> <ul style="list-style-type: none"> (i) in the case of Debt Proceeds, an amount equal to the lower of: <ul style="list-style-type: none"> (a) 18.5% of the increase of the Net Unit Value of the Debt Proceeds Sub-Class of Units for such Fee Period, calculated by reference to the prevailing Net Unit Value of such Debt Proceeds Sub-Class of Units on the first day of the immediately previous Fee Period, provided that the Debt Proceeds Hurdle is satisfied; and (b) the Debt Proceeds Hurdle if satisfied, and 100% of the amount which represents the Debt Proceeds Outperformance in excess of the Debt Proceeds Hurdle, in each case, multiplied by the Net Unit Value; and

	<p>(ii) in the case of non-Debt Proceeds, 50% per annum of the Non-Debt Proceeds Outperformance ("Non-Debt Proceeds Hurdle");</p> <p>The Debt Proceeds Hurdle and Non-Debt Proceeds Hurdle are not guaranteed by the Manager or any of its affiliates.</p>
Target Total Returns	The Fund will target returns in excess of 8% p.a. net of fees and expenses to Investors. The Fund's return may vary based on the timing and number of redemption requests and the occurrence of redemption events.
Sponsor Commitment	There will be no Sponsor Commitment to the Fund. However, the Manager and/or certain executives of DCF or related parties will seek to commit to investing up to AUD3 million but a minimum of 1% of the committed capital of DCF Private Debt IV (directly or indirectly) into DCF Private Debt IV (management fee-free and carried interest-free), calculated as at the final closing date of DCF Private Debt IV.
Minimum Commitment	The minimum Commitment to the Fund by each investor will be AUD50,000, although the Manager reserves the right to accept Commitments of lesser amounts at its discretion.
Unit classes	The Trustee will issue Class A units in respect of Fund subscriptions which are co-invested with DCF Private Debt IV. The Trustee may issue successive classes of units, which will have economic exposure to the portfolio of successive vintages of DCF Private Debt Closed Funds. An information memorandum, or updated information memorandum as the case may be, may be issued in respect of each unit class. Any variations to the Fund terms in respect of succeeding unit classes will be disclosed in the corresponding information memorandum relating to such unit class if the Trustee considers it necessary or desirable to do so.

Investment Period	<p>The Investment Period in respect of Class A Units shall reflect that of DCF Private Debt IV, which ends: (i) on the earlier of the fourth anniversary of the final closing of DCF Private Debt IV (ii) on the earlier of such date as determined by the Manager when at least 70% of the total DCF Private Debt IV commitments have been invested, committed for investment, or for potential investment or used or reserved for expenses or other potential liabilities and obligations of DCF Private Debt IV; and (iii) if a Key Person Event (defined below) resulting in the suspension of the Investment Period which has not ended within 6 months following its commencement.</p> <p>The Investment Period in respect of succeeding unit classes will reflect the investment period of the corresponding DCF Private Debt Closed Fund.</p>
Unit class maturity and rollover	<p>The maturity of each unit class shall reflect the term of the corresponding DCF Private Debt Closed Fund (Maturity Date). The Maturity Date of Class A units is 5 years from the final closing date of DCF Private Debt IV and may be extended by a further 2 years in the discretion of the Manager.</p> <p>Investors may redeem their relevant units by submitting a redemption request at least 90 days before the relevant Maturity Date (which will be notified to Investors in advance). Should the Trustee not receive a redemption request at least 30 days before the relevant Maturity Date, an Investor's Fund investment will be automatically rolled over into the succeeding unit class and/or the Trustee will ensure that the Investor's interest in the Fund has exposure to the relevant successor DCF Private Debt Closed Fund.</p>

Exclusivity	Other than DCF Private Debt IV, no fund with investment objectives and geographic scope substantially similar to the Fund investing in debt investments and in respect of which the Manager acts as the manager or the primary source of transactions will invest in any opportunity originated by the Manager which falls within the investment plan of the Fund until permitted under DCF Private Debt IV, being the earliest to occur of: (i) the date upon which at least 70% of the commitments in DCF Private Debt IV have been invested, committed for investment or for potential investment or used or reserved for expenses or for other potential liabilities and obligations; and (ii) the end of the investment period of DCF Private Debt IV, unless consent has been received from investors representing at least 75% of the total commitments in DCF Private Debt IV or the advisory committee of DCF Private Debt IV.
Reinvestment	During the Investment Period in respect of Class A Units, Deployed Commitment used for the purposes of making Eligible Investments may be retained by the Fund out of the proceeds of realisation and applied in making further Investments. . The Manager may make corresponding adjustments to reflect the fact that investors may have redeemed some or all of their Class A Units.
Liquidity	See 'Redemptions' below.
Borrowings and Guarantees	The Fund may make borrowings either: (i) for the purpose of funding an Investment or to meet an obligation of the Fund; (ii) to cover temporary cash-flow deficits; or (iii) exceptionally for any other purpose as the Manager determines to be in the best interests of the Fund. Such borrowings may, where appropriate, be secured upon the Assets of the Fund, including Undeployed Commitments.

	<p>The Fund may enter into guarantees and undertakings in connection with an Investment. The maximum liability under such guarantees and undertakings together with any outstanding borrowings made by the Fund, shall not exceed, if such liability is incurred during the Investment Period, 50% of the aggregate of Undeployed Commitments and unrealised Investments, together with any cash balances and if such liability is incurred following the end of the Investment Period, the lower of: (i) 50% of total Commitments; and (ii) 50% of unrealised Investments, together with any cash balances.</p>
Distributions	<p>Distributions are intended to be made monthly, or as determined by the Trustee in its sole discretion.</p>
Timing of Distributions	<p>Fund Net Income received in respect of a Class is intended to be distributed on a monthly basis (or as determined by the Manager in its sole discretion).</p> <p>Distributions will generally be paid within 15 Business Days after the end of each month. The Trustee has up to 3 months after the end of the relevant period to pay distributions.</p>
Redemptions	<p>Monthly redemption dates at the end of each calendar month beginning with the first redemption date.</p> <p>The investor must submit a redemption request at least 30 days prior to the relevant redemption date.</p> <p>The Trustee may refuse a redemption request if, following the redemption, the value of the remaining Units of the redeeming investor would be less than the Minimum Commitment or if it exceeds the Maximum Redemption Amount.</p> <p>The Redemption Price for a Unit is calculated as the Net Unit Value less transaction costs.</p>

Minimum/Maximum Redemption Amount	<p>Minimum Redemption Amount: the lesser of \$50,000 and the amount of an investor's entire existing investment.</p> <p>Maximum Redemption Amount: Subject to the Minimum Redemption Amount, 25% of an investor's investment (calculated by reference to the investor's Commitment) each calendar quarter, such that it would take at least 12 months to fully redeem an investor's entire existing investment.</p>
Cash management and Payment of redemptions	<p>Subject to available liquidity, redemption proceeds will be paid within 30 days after the relevant redemption date.</p> <p>The Fund aims to maintain an appropriate cash balance in the Fund's Reserve Account (see "Reserve Account") to fund potential redemption requests.</p> <p>Maintenance of the appropriate cash-level is subject to short-term fluctuations relating to the Fund's investment and redemption activities. If the Fund has insufficient available cash to meet all the redemption requests for a redemption date, redemptions will be processed pro-rata across all redeeming investors based on the amount of their redemption request relative to the amount of available cash.</p> <p>Any redemptions not fully paid on a redemption date will be carried over to the next redemption date for processing on the same basis as other redemptions for that redemption date.</p>

Suspension of redemptions	<p>The Trustee can suspend redemption of units or payment of redemption proceeds for up to 365 days where:</p> <ul style="list-style-type: none"> • the investments in respect of such Class suspend, delay or restrict the redemption or payment of realisation proceeds; • the Trustee receives redemption requests in a calendar month of an aggregate value that exceeds 5% (by value) of the Fund Assets; or • the Trustee reasonably considers that it is in the interests of Investors.
Management Fee	<p>A Management Fee of 1.5% p.a. of the relevant aggregate Net Unit Value of all Units on issue in the relevant Class payable monthly in arrear (adjusted to take into account the effect of any redemptions). For the avoidance of doubt, the Management Fee (and performance fee) are not calculated by reference to any amounts deposited in the cash account and/or interest accrued thereon (Reserve Account).</p>

Suspension Period

If, at any time prior to the termination of the Investment Period in respect of Class A Units:

- a Key Person Event occurs; or
- the Key Persons cease to directly or indirectly own at least 50% of the voting interests in the Manager,

then the Manager will not make further deductions on the Reserve Account other than for the purposes of making any pending investments or follow-on investments or for funding expenses or any liability or obligation incurred prior to such event unless such action is approved in relation to DCF Private Debt IV by an “Advisory Committee consent” or “Investor Majority Consent” (as applicable to DCF Private Debt IV) **(Suspension Period)**.

A Suspension Period will immediately come to an end if:

- DCF Private Debt IV investors agree to end the Suspension Period under DCF Private Debt IV pursuant to an Investor Majority Consent; or
- where the Suspension Period was caused by a failure of the requisite number of Key Persons meeting their Key Person Responsibilities, there are fewer than 2 Key Persons meeting their Key Person Responsibilities, whether through approval of replacement Key Persons by the Advisory Committee, by Investor Majority Consent or otherwise.

Suspension Period:

For the purposes of the above:

Key Person Event means there is for any reason fewer than 3 Key Persons meeting their Key Person Responsibilities in relation to DCF Private Debt IV.

Key Person Responsibilities means, in the case of each Key Person, devoting: (i) substantially all of his business time and attention to the business and affairs of the DCF group; and (ii) a majority of their business time and attention to the business and affairs of the Fund and, where appropriate, the other DCF initiatives, in each case assessed on a six-month rolling basis (other than in circumstances where such six-month rolling assessment cannot be satisfied on a prospective basis with respect to such Key Person, including as a result of death, permanent incapacity or cessation of membership, employment or equivalent engagement within the DCF group).

Key Persons means Nicolas Politopoulos, Ryan Donnar, Atiya Habib and Adam Howell and any other person nominated by the Manager and determined so to be by an Advisory Committee consent.

If a Suspension Period resulting from a change of control has not ended within 90 days or a Key Person Event has not ended within 6 months of its commencement and the Manager has not identified, or made demonstrable progress in identifying, any additional Key Persons during such 6 month period or 12 months of its commencement, then the Investment Period will terminate.

Transaction Fees and Costs	All transaction fees, closing and establishment fees and underwriting fees, together with abort fees charged by the Manager and any other member of Related Body Corporate of the Manager in connection with the Fund's investments will be 100% for the benefit of the Fund, excluding fees payable in respect of origination of Investments and undertaking due diligence and other credit assessment work associated with actual or prospective Investments and transaction monitoring of Investments.
Abort Costs	Any costs incurred in relation to transactions which are not completed will be borne by the Fund.
Offering and Organizational Expenses	<p>The Manager may, from time to time, enter into arrangements with other parties under which they may make payments to such parties in return for promoting the Fund or introducing transactions to the Fund.</p> <p>The Fund will bear the usual costs and expenses, including:</p> <ul style="list-style-type: none"> • fees payable to the Trustee, Custodian, Fund Auditor and Fund Administrator and other professional service providers (at market rates); and • Management Fees and performance fees.
Operating Expenses	The Fund will bear all expenses relating to its operation and administration, including but not limited to, the fees, costs and expenses of legal counsel, accountants, auditors and other professional advisors, depositories and custodians; the cost of reporting to Investors; the out of pocket expenses payable to members of the Advisory Committee; costs and expenses of insurance of the Trust, the Trustee or the Manager; and legal, tax and regulatory compliance costs in respect of the Fund.

Borrower Fees	<p>Investment fees will be determined on a case by case basis contingent on the risk profile of the transaction.</p> <p>The current fee structure is anticipated to be as follows:</p> <ul style="list-style-type: none"> • Establishment Fee (charged to the borrower at financial close) • Interest Rate <ul style="list-style-type: none"> • Minimum 6.00% per annum, including fees (may be either current, payment in kind (PIK) or a blend of both). • Default Interest Rates (generally charged at non-default Interest Rate plus 7%).
Reserve Account	<p>Account or accounts managed by, or on behalf of, the Trustee into which amounts referable to an investor's Commitment must be deposited pending application of such amounts (see "Applications"). The Manager may invest Reserve Account funds into any security or immediately available funds, provided that any such security (if applicable) may be converted into immediately available funds within a reasonable time.</p> <p>Any accretion in value or income, by way of interest accrued or otherwise, is for the benefit of the Investors.</p>
For Cause Termination	<p>In the event that a court of law makes a non-appealable determination that any trustee of a trust that constitutes the Fund or the Manager has committed fraud, gross negligence, wilful misconduct, or an intentional material breach of any of their respective obligations under the documents relating to the Fund which results in material financial disadvantage to the Fund, then the Fund may be terminated with Investor Majority Consent.</p>

Transfer

Units may be transferred with Trustee approval. Transfer requests must:

- use the form approved by the Trustee;
- be accompanied by any evidence the Trustee reasonably requires to show the right of the transferor to make the transfer (including satisfactory evidence that the transferee is a wholesale client under the Corporations Act); and
- if the Trustee requires, be presented for registration duly stamped.

A transfer is not effective until registered.

The Trustee may refuse to record any transfer of Units in the register without giving any reason for the refusal.

Advisory Committee:

An Advisory Committee of up to 5 members (which excludes observers appointed by the Manager) will represent Class A Unitholders and investors of DCF Private Debt IV. Unless the Manager determines otherwise, the advisory committee appointed with respect to DCF Private Debt IV will serve as the Fund Advisory Committee. Advisory Committee participation will be at the Manager's discretion, but priority will be given relative to the size of investment commitment to the Fund. The Trustee (as applicable) must consult with or obtain the approval of the Advisory Committee (as applicable) in relation to certain issues, including the following issues, which generally relate to governance and compliance:

- approval of the extension of the period during which the Trustee can recycle capital;
- approval of proposals relating to any matter involving a conflict of interest between the interest of an investor or the Fund and the interest of the Trustee or the Manager;

- consultation in respect of any variation to the Investment Policy;
- approval of any changes to the accounting standards applied which impact the valuation methodology;
- if the provisions relating to changes in Key Persons are triggered, approval of any proposed replacement(s) where required by the Constituent Documents;
- consultation in respect of any audit or compliance matter which the Trustee or Manager (as applicable) reasonably considers may cause a material adverse effect in respect of the Fund;
- approval of investments which result in more than 20% of Commitments being invested in an investee company or their Related Bodies Corporate (as defined in the Corporations Act);
- notification of the appointment of a valuer by the Trustee;
- consultation on the removal of the auditor of the Fund and the appointment of a new auditor; and
- consultation before commencing legal action, unless the Trustee considers it detrimental to the interest of the Fund to delay.

Indemnification

The Manager and its related bodies corporate, and their respective officers, directors, partners, employees, consultants and agents and the members of the Advisory Committee will be entitled to be indemnified out of the Fund's Assets (including Undeployed Commitments), against any claims made by third parties and incurred by reason of their activities on behalf of the Fund except in respect of matters resulting from their breach of obligations to the Fund, gross negligence, fraud or wilful misconduct.

Reporting	<p>The following reports will be provided by the Fund:</p> <ul style="list-style-type: none"> • a quarterly report with key Fund performance information; • audited annual accounts; and • annual tax reporting.
Interest Disclosure	<p>Directors and members of the management team and Investment Committee may hold Units. Management owns at least 50% of the shares in the Manager.</p>
Auditors' Review and Valuation of Remaining Investments	<p>Calculation of the performance fee, a review of fees and expenses which have been paid by the Fund, annual valuation of unrealised Investments and (on the termination of the Fund) valuation of unlisted Investments distributed in specie and allocations and distributions of income and capital will be carried out by the Manager in accordance with the International Financial Reporting Standards and reviewed by the Fund Auditor.</p>
Legal Advisors to the Fund	<p>Hogan Lovells.</p>
Fund Auditor	<p>Ernst & Young.</p>

18 Investor risks

Investors should be aware that there is no guarantee that the implementation of the Investment Objective or process will not result in losses to Investors.

The return of capital and the performance of the Fund are not guaranteed by any person or organisation, including the Manager, the Trustee, the Custodian, or any of the professional service providers that are engaged in relation to the Fund or provide services to the Fund. Therefore, each investor should carefully consider the risks of investing and, where necessary, seek professional advice as to the suitability of investing in the Fund. Some risks of investing in the Fund include, but are not limited to the following:

18.1 Lack of operating history

The Fund has minimal operating history and is being established in order to make loans of the type described in this Investment Memorandum.

18.2 Past Performance

The performance of previous funds (including DCF I, DCF II and DCF III) in which the Manager or its principals have been involved cannot be relied upon in assessing the merits of the Fund.

18.3 Suitability of Investment

An investment in the Fund is not suitable for all investors. An investment is suitable only for sophisticated investors, and an investor must have the financial ability and experience to understand, the willingness to accept, and the financial resources to withstand, the extent of their exposure to the risks and lack of liquidity inherent in an investment in the Fund. Investors with any doubts as to the suitability of an investment in the Fund should consult their professional advisors to assist them in making their own legal, tax, accounting, ERISA and financial evaluation of the merits and risks of an investment in the Fund in light of their own circumstances and financial condition.

18.4 Nature of investment

An investment in the Fund is speculative and requires a long-term commitment, with no certainty of return.

The Fund's investment portfolio will consist primarily of loans. Such investments involve a high degree of business and financial risk which can result in substantial losses, including the loss of an investor's entire investment.

The value of a Unit in the Fund (and the distributions received in respect of such Unit) can fluctuate and may go down as well as up, and an investor may get back less than it contributes to the Fund. There can be no assurance that the Fund's Investment Objectives will be achieved or that an investor will receive a return of its capital. Returns generated by the Fund's investments may be insufficient to compensate investors adequately for the business and financial risks that must be assumed. There is no guarantee that the Fund's performance will meet its target return.

Additionally, certain investments may be subject to legal or contractual restrictions or requirements that limit the Fund's ability to transfer them or sell them for cash. As a result, the Fund's investments may be illiquid, and there can be no assurance that the Fund will be able to realise investments at attractive prices or otherwise be able to effect a successful realisation or exit strategy. It may also not be possible to establish their current value at any particular time. The lack of liquidity in the Fund's asset portfolio may significantly impede the Fund's ability to respond to adverse changes in the performance of its assets and may adversely affect the value of an investment in the Fund.

18.5 Reliance on the Manager and the Investment Committee

Investors will have no opportunity to control the day-to-day operations, including investment and disposition decisions, of the Fund. They must rely on the ability of the Manager in identifying, structuring, developing and realising potential investments consistent with the Investment Objectives and the Fund's policies. Investors will not have the opportunity to evaluate the relevant economic, financial and other information which will be utilised by the Manager in selecting, structuring, monitoring and disposing of investments.

While it is the intention for the Manager to create and maintain a stable investment team, certain members could leave or become incapacitated which may result in a loss of capital for investors.

18.6 Reliance on borrower's management

Although the Manager will monitor the performance of each investment, it will be the responsibility of each borrower's management team to operate the borrower on a day-to-day basis. Although the Manager generally intends to lend to borrower's with strong management, there can be no assurance that the management of such companies will operate a company successfully. Investors will not have the opportunity to appoint, remove, or evaluate the performance of, the management team of any borrower. More generally, investors will not have the opportunity to evaluate the relevant economic, financial and other information which will be utilised by the Manager in selecting, structuring, monitoring and disposing of Fund investments.

18.7 Liquidity

Investing in the Fund requires a long-term commitment from investors, with no certainty of return. Some of the Fund's investments will be highly illiquid. Consequently, the realisation of those investments may require a lengthy time period. There is a risk that market conditions might change before the realisation of those investments can take place.

The Units are not and will not be listed on any investment exchange, there is no public market for the Units, and none is expected to develop. There are also restrictions on the transfer of Units, and the redemptions are subject to certain limitations, which may make an investment in the Fund illiquid. There is a risk that Investors will not be able to exit the Fund at the time of their choosing.

Furthermore, there are additional restrictions on the resale of Units by investors who are located in the US or who are US persons and on the resale of Units by any investor to any person who is located in the US or is a US person.

18.8 Inability to source investment opportunities

The success of the Fund will depend on the identification and availability of suitable investment opportunities. There is a risk that there may be a lack of suitable investment opportunities for the Fund to invest in, given the Fund's investment philosophy and strategy. This risk is affected by a number of factors including the size of the Fund and the availability of opportunities for investment, within the Fund's intended investment markets.

A number of entities will compete with the Fund to make investments of the type that the Fund intends to make, and the Manager believes that competition for investments targeted by the Fund will increase over time. The Fund will compete with public and private funds, commercial and investment banks and commercial financing companies. Additionally, competition for investment opportunities generally has increased.

Many of the Fund's existing and potential competitors are substantially larger and have considerably greater financial, technical and marketing resources than those available to the Manager and the Fund. Some competitors, such as commercial banks, may have a lower cost of funds and access to funding sources that are not available to the Fund. In addition, some of the Fund's competitors may have higher risk tolerances or different risk assessments, which could allow them to consider a wider variety of investments and establish more relationships than the Fund. Accordingly, the Manager may be unable to find a sufficient number of attractive opportunities to meet the Fund's Investment Objectives.

There is no guarantee that the Fund will be able to achieve full investment during its term and, accordingly, the Fund may only make a limited number of investments. If a limited number of investments is made, the poor performance of a small number of investments could significantly affect returns to Investors. Other factors that may affect the Fund's ability to source suitable investments include, among other things, developments in the market for leveraged loans or other general market events, which may include changes in interest rates or credit spreads or other events which may adversely affect the price of securities, whether individually or collectively; the inability of the Fund to acquire investments at favourable yields; and the inability of the Fund to reinvest the proceeds from the sale or repayment of any of its assets in suitable target investments on a timely basis, whether at prices that the Fund believes are appropriate or at all.

18.9 Portfolio Concentration

The Fund has the ability to concentrate investments by investing all of its assets in only a limited number of countries, issuers and industries. As a result, the Fund's assets may be concentrated in certain commercial or industrial sectors or geographic areas or if certain of the Fund's investments have outstanding principal balances that are substantially larger than others. A limited degree of

diversification increases risk because the aggregate return of the Fund may be substantially adversely affected by the unfavourable performance of a small number of investments.

18.10 Due diligence

Some investments may be made based on limited due diligence and on publicly available information. This may increase the risks to the Fund associated with those investments.

The Fund may seek to purchase entire portfolios or substantial portions of portfolios from market participants in need of liquidity or suffering from adverse valuations. The Fund may be required to bid on such portfolios in a very short time frame and may not be able to perform normal due diligence on the portfolio. Such a portfolio may contain instruments or complex arrangements of multiple instruments that are difficult to understand or evaluate. Such a portfolio may suffer further deterioration after purchase by the Fund before it is possible to ameliorate such risk. As a consequence, there is a substantial risk that the Manager will not be able to adequately evaluate particular risks or that market movements or other adverse developments will cause the Fund to incur substantial losses on such transactions.

18.11 Adjustments to terms of investments

In respect of multi-lender investments, the terms and conditions of loan agreements and related assignments may be amended, modified or waived only by the agreement of the lenders.

Generally, any such agreement must include a majority or a supermajority (measured by outstanding loans or commitments) or, in certain circumstances, a unanimous vote of the lenders. Consequently, the terms and conditions of the payment obligation arising from loan agreements could be modified, amended or waived in a manner contrary to the preferences of the Fund if a sufficient number of the other lenders concurred with such modification, amendment or waiver. There can be no assurance that any obligations arising from a loan agreement will maintain the terms and conditions to which the Fund originally agreed.

The exercise of remedies may also be subject to the vote of a specified percentage of the lenders thereunder. The Manager will have the authority to

cause the Fund to consent to certain amendments, waivers or modifications to the portfolio investments requested by borrowers or the lead agents for loan syndication agreements. The Manager may, in accordance with its investment management standards, cause the Fund to extend or defer the maturity, adjust the outstanding balance of any investment, reduce or forgive interest or fees, release material collateral or guarantees, or otherwise amend, modify or waive the terms of any related loan agreement, including the payment terms thereunder. The Manager will make such determinations in accordance with its investment management standards. Any amendment, waiver or modification of an investment could adversely impact the Fund's investment returns.

18.12 Investments in subordinated debt

Certain investments of the Fund may consist of loans which are subordinated or may be subordinated in right of payment and ranked junior to other loans made to obligors. If an obligor experiences financial difficulty, some of the Fund's asset-backed investments may also have structural features that divert payments of interest and/or principal to more senior classes of loans when loss rates or delinquency exceeds certain levels. This may interrupt the income the Fund receives from its investments, which may lead to the Fund having less income to distribute to Investors.

In addition, it is anticipated that many of the borrowers will be highly leveraged. Such investments are subject to additional risks, including an increased risk of default during periods of economic downturn, the possibility that the borrower may not be able to meet its debt payments and limited secondary market support, among other risks.

18.13 Non-performing nature of loans

It is anticipated that certain loans purchased by the Fund will be non-performing and possibly in default. Furthermore, the borrower and/or relevant guarantor may also be involved in bankruptcy or in liquidation proceedings. There can be no assurance as to the amount and timing of payments with respect to the loans. Although the Manager will attempt to manage these risks, there can be no assurance that the Fund's investments will increase in value or that the Fund will not incur significant losses.

18.14 Unrated investments

The Fund's investments typically will not be rated by any agency.

18.15 Variable distributions

Distributions will vary from time to time depending on whether exits can be achieved. If exits are unsuccessful, no distributions may be made, and capital may be lost.

18.16 General market risk

Investment in loans is subject to varying degrees of risk. The yields available from such investments generally depend on the structure of the investment. Income from, and the value of, the Fund's investments may be adversely affected by many factors that are beyond the Fund's control, including: adverse changes in national and local economic and market conditions; changes in interest rates and in the availability, costs and terms of financing; changes in governmental laws and regulations, fiscal policies and costs of compliance with laws and regulations; changes in operating expenses; and civil unrest, acts of war or terrorism and natural disasters, including earthquakes and floods, which may result in uninsured and underinsured losses.

18.17 Economic and political risk

In the course of investing, the Fund will be exposed to the direct and indirect consequences of political, economic or social changes in the investment region that could adversely affect its investments. The investments could be affected adversely by changes in the general economic climate or the economic factors affecting a particular industry, changes in tax law or interest rate movements. While the Manager intends to manage or delegate management of the Fund's assets in a manner that will minimise its exposure to such risks, there can be no assurance that adverse political or economic changes will not cause the Fund to suffer losses.

Delinquencies, borrower insolvency events and losses generally increase during economic slowdowns or recessions. Any sustained period of increased delinquencies, borrower or issuer defaults or losses is likely to adversely affect the Fund's ability to finance loans in the future.

Furthermore, various international events have caused significant uncertainty in the global financial markets. While the long-term effects of such events and their potential consequences are unknown, they could have an adverse effect on general economic conditions, consumer confidence and market liquidity.

18.18 Economic Impact of Coronavirus Pandemic.

Social, political, economic and other conditions and events (such as natural disasters, epidemics and pandemics, terrorism, conflicts and social unrest) will occur that create uncertainty and have significant impacts on issuers, industries, governments and other systems, including the financial markets, to which companies and their investments are exposed. As global systems, economies and financial markets are increasingly interconnected, events that once had only local impact are now more likely to have regional or even global effects. Events that occur in one country, region or financial market will, more frequently, adversely impact issuers in other countries, regions or markets, including in established markets. These impacts can be exacerbated by failures of governments and societies to adequately respond to an emerging event or threat.

The Fund could be adversely affected by the effects of a widespread outbreak of a contagious disease, such as the 2019-20 outbreak of coronavirus disease 2019 (COVID-19), which began in December 2019. On March 11, 2020, the World Health Organization declared the outbreak of COVID-19 to be a global pandemic. Millions of cases of COVID-19 have been recorded in most countries worldwide, including in the Target Countries, and it is likely that COVID-19 will continue to spread. Although it is not possible to fully predict the consequences of COVID-19, this pandemic is likely to severely disrupt and have a material adverse impact on Latin America and the global economy, and for an unknown period of time. In general, public health crises can develop rapidly and unpredictably, which may prevent governments, companies or others (including the Manager and the Fund) from taking timely or effective steps to mitigate or reduce any adverse impacts. Historically, widespread outbreaks of communicable diseases have affected investment sentiment and caused sporadic volatility in global markets. Such impacts will be unevenly distributed across sectors, businesses, and national economies, depending upon, among other things, the global distribution of detected cases of COVID-19. While certain sectors including airlines and other travel, manufacturing, retail, tourism, dining and entertainment, currently appear to be worst affected, others will undoubtedly also be impacted if COVID-19 cannot be contained.

The COVID-19 outbreak has resulted in numerous deaths and the imposition of both local and more widespread “work from home” and other quarantine measures, border closures and other travel restrictions, causing social unrest and commercial disruption on a global scale. In particular, Australia and New Zealand have already imposed measures (including general “work from home” requirements, and nationwide quarantines) that could cause significant interruption to the business operations of the Fund or any of its portfolio companies, and it is likely this trend will continue for other countries. Such measures have had, and could continue to have, an adverse impact on the business operations, human capital and/or financial resources of the Manager, the Fund or the Administrator or other service providers to the Fund (which could, in turn, adversely impact the ability of such service providers to fully support the administration and operations of the Fund), including as a result of quarantine measures and travel restrictions imposed on the Manager, service providers based or temporarily located in affected countries, and/or any related health issues of such personnel or service providers. In addition, the World Health Organization or regional or national authorities may recommend or impose similar measures as described above that could have similar effects. The foregoing measures may negatively impact the ease with which transactions may be executed, the commercial feasibility of a transaction, the general costs otherwise incurred by the Fund and/or the business of any of its portfolio companies. Travel restrictions, for example, may prevent physical meetings and on-site visits from taking place. Such changes in the national or regional economies in which any of the portfolio companies do business, or the global financial markets, may therefore in turn have a material adverse effect on the business of the Fund and/or its investments.

Negative changes in the global financial markets, or the national or regional economies in which any of the Eligible Investments do business, may in turn have a material adverse effect on the business of the Fund.

In addition, the risks associated with a widespread outbreak of a contagious disease, such as COVID-19, may make it more likely that Investors fail to fund their subscription obligation or make required capital contributions or other payments when due, in which case the Fund’s ability to complete its investment strategy or otherwise continue operations may be impaired. A default by one or more Investors with substantial Commitments could leave the Fund with

insufficient capital to meet its funding obligations and would limit opportunities for investment diversification and likely reduce returns to the Fund.

Prospective investors should note that any information provided regarding the current or prior performance of investment of prior DCF funds and/or figures relating to assets under management, was determined and relates to periods prior to the widespread outbreak of COVID-19, and does not reflect the recent uncertainty and volatility in the financial markets or any estimated negative impact of the outbreak.

The full scope of the COVID-19 outbreak, its duration, intensity and consequences are uncertain (including as a result of new information which may emerge concerning the severity of COVID-19 and containment efforts), and any resultant economic slowdown and/or negative business sentiment across markets may have a material adverse and long-lasting impact on the business operations and financial condition of the Fund and its investments, as well as the Manager. Similar consequences could arise with respect to other comparable infectious diseases.

18.19 Changes in interest rates

Interest rates are highly sensitive to many factors beyond the Fund's control, including governmental monetary and tax policies, domestic and international economic and political considerations and other factors. Interest rate fluctuations present a variety of risks, including the risk of a mismatch between asset yields and borrowing rates, variances in the yield curve and fluctuating prepayment rates, and such fluctuations may adversely affect the Fund's income.

18.20 Prepayments

The value of the Fund's assets may be affected by prepayment rates on loans. Prepayment rates are influenced by changes in interest rates and a variety of economic, geographic and other factors beyond the Fund's control. Therefore, the frequency at which prepayments (including voluntary prepayments by borrowers and liquidations due to defaults and insolvency) occur on the Fund's investments can adversely impact the Fund, and prepayment rates cannot be predicted with certainty making it impossible to completely insulate the Fund from prepayment or other such risks. Early prepayments give rise to increased re-investment risk, as the Fund might realise excess cash earlier

than expected. If prepayment rates increase, including, for example, when the prevailing level of interest rates falls, the Fund may be unable to re-invest cash in a new investment with an expected rate of return at least equal to that of the investment repaid.

18.21 Loans to private companies

The Fund's portfolio will be committed to the origination or purchasing of loans to corporate borrowers, which will include small and medium-sized, privately owned businesses. Compared to larger, publicly owned businesses, such companies generally have limited financial resources and access to capital and higher funding costs. They may be in a weaker financial position and may need more capital to expand or compete. These companies frequently have shorter operating histories, narrower product lines and smaller market shares than larger businesses, which render them more vulnerable to competitors' actions and market conditions, as well as general economic downturns. There may not be as much information publicly available about these companies as would be available for public companies and such information may not be of the same quality. These companies are also more likely to depend on the management talents, and efforts of a small group of persons and, as a result, the death, disability, resignation or termination of one or more of these persons could have a material adverse impact on these companies' ability to meet their obligations. The above challenges increase the risk of these companies defaulting on their obligations.

18.22 Underlying exposure to the consumer market

A portion of the Fund's portfolio may be directly or indirectly exposed to the consumer market. The financial condition of consumers is difficult to assess and predict as many consumer borrowers have no or very limited credit history. There is a greater risk of default in relation to the consumer market which may indirectly have an impact on returns to the Fund.

18.23 Borrower fraud

Fraud by potential borrowers could cause the Fund to suffer losses. A potential borrower could defraud the Fund by, among other things, directing the proceeds of collections of its accounts receivable to bank accounts other than the Fund's established lockboxes; failing to accurately record accounts receivable aging; overstating or falsifying records showing accounts receivable; or providing

inaccurate reporting of other financial information. The failure of a potential borrower to accurately report its financial position, compliance with loan covenants or eligibility for additional borrowings could result in the loss of some or the entire principal of a particular loan or loans.

18.24 Borrower bankruptcy

The borrowers on loans or other securities constituting the Fund assets may seek the protection afforded by bankruptcy, insolvency and other debtor relief laws. One of the protections offered in certain jurisdictions in such proceedings is a stay on required payments on such loans. A stay on payments to be made on the assets of the Fund could adversely affect the value of those assets and the Fund itself. Other protections in such proceedings include forgiveness of debt, the ability to create super-priority liens in favour of certain creditors of the debtor and certain well-defined claims procedures. Additionally, the numerous risks inherent in the bankruptcy process create a potential risk of loss by the Fund of its entire investment in any particular investment.

18.25 Enforceability of security

Investments may be secured by mortgages, charges, pledges, liens or other security interests. Depending on the jurisdiction in which such security interests are created, enforcement of such security interests may be a complicated and difficult process. For example, enforcement of security interests in certain jurisdictions may require a court order and a sale of the secured property through public bidding or auction. In addition, some jurisdictions grant courts the power to declare security interest arrangements to be void if they deem the security interest to be excessive.

The Fund's investments and the collateral underlying those investments will be subject to various laws for the protection of creditors in the jurisdictions of incorporation of the borrowers concerned and, if different, the jurisdictions in which they conduct business and/or hold assets. Such differences in law may also adversely affect the rights of the Fund as a subordinated lender with respect to other creditors. Additionally, the Fund, as a creditor, may experience less favourable treatment under different insolvency regimes, including in cases where the company seeks to enforce any security it may hold as a creditor.

18.26 Lender liability considerations

In certain jurisdictions, borrowers may assert claims against lending institutions on the basis of various evolving legal theories, including equitable subordination (collectively termed **lender liability**). Generally, lender liability is founded upon the premise that the institutional lender has violated a duty (whether implied or contractual) of good faith and fair dealing owed to the borrower or has assumed a degree of control over the borrower resulting in the creation of a fiduciary duty owed to the borrower. The Fund, as a creditor, may be subject to allegations of lender liability.

Furthermore, the Fund may be unable to control the conduct of the lenders under a loan syndication agreement requiring less than a unanimous vote, yet the Fund may be subject to lender liability for such conduct.

18.27 Counterparties

Some institutions (including brokerage firms and banks) with which the Fund will do business, may encounter financial difficulties, fail or otherwise become unable to meet their obligations. In light of recent market turmoil, such financial institutions' financial condition (as well as that of the Fund) may be adversely affected, and they may become subject to legal, regulatory, reputational and other unforeseen risks that could have a material adverse effect on the activities and operations of the Fund. In the event of a bankruptcy or insolvency of such a counterparty, the Fund could experience delays in liquidating an investment and significant losses, including the loss of that portion of the Fund's portfolio held by such a counterparty, which may arise as a result of a decline in the value of an investment during the period in which the Fund seeks to enforce its rights, the inability to realise any gains on an investment during such period and significant fees and expenses incurred in enforcing its rights. The Fund is subject to the risk that such counterparties may or may not have access to finance and/or assets at the relevant time and may fail to comply with their obligations under the relevant arrangements.

18.28 Participation interests

The Fund may purchase participation interests in debt instruments which do not entitle the holder thereof to direct rights against the obligor. In such situations, the Fund will typically have a contractual relationship only with the relevant seller or counterparty (as the case may be) and not with the underlying obligor.

As such, in respect of a participation, the Fund will only have the right to receive payments of principal, interest and any fees to which it is entitled only from the seller and only upon receipt by such seller of such payments from the obligor, and in respect of participations, the Fund generally will have no right directly to enforce compliance by the underlying obligor with the terms of the related loan agreement or underlying obligation (as the case may be) nor any rights of set-off against the underlying obligor, nor have any voting or other consensual rights of ownership with respect to the related loan agreement or underlying obligation (as the case may be). In such circumstances, the Fund may not directly benefit from the collateral supporting the debt instrument in which it has purchased the participation or underlying obligation. As a result, the Fund will assume the credit risk of both the obligor and the seller or counterparty. In the event of the insolvency of such seller or counterparty, the Fund may be treated as a general creditor of such seller or counterparty, and may not benefit from any set-off between such seller and the obligor, or have any claim of title with respect to the underlying obligation. As a result, when the Fund holds a participation in a debt instrument, it may not have the right to vote to waive enforcement of any restrictive covenant breached by an obligor or, if the Fund does not vote as requested by the seller, it may be subject to the repurchase of the participation at par. Sellers voting in connection with a potential waiver of a restrictive covenant may have interests different from those of the Fund, and such selling institutions may not consider the interests of the Fund in connection with their votes.

18.29 Liability following the disposal of investments

While the Fund intends to hold the majority of its loan investments to maturity, it may dispose of investments in some circumstances prior to termination and, in connection therewith, may be required to pay damages to the extent that any representations or warranties given in connection with such investments turn out to be inaccurate. The Fund may become involved in disputes or litigation concerning such representations and warranties and may be required to make payments to third parties as a result of such disputes or litigation. In the event the Fund does not have cash available to conduct such litigation or make such payments, it may be required to borrow funds. Any such payments and borrowings could adversely impact the Fund's ability to make distributions. In addition, if the Fund is unable to borrow funds to make such payments, it may be forced to sell investments to obtain funds. Such sales may be affected on unsatisfactory terms.

18.30 Valuation

The market value of the Fund's investments will generally fluctuate with, among other things, general economic conditions, world political events, developments or trends in any particular industry, the conditions of financial markets and the financial condition of the borrowers in which investments are made. In addition, certain investments may have interest rates that remain constant until their maturity. Accordingly, their market value will generally fluctuate with changes in market rates of interest. Certain Fund investments will be investments for which there is no, or a limited, liquid market. As a result, the fair value of such investments may not be readily determinable.

Because such valuations, and particularly valuations with respect to loans of private companies, are inherently uncertain, they may fluctuate over short periods of time and may be based on estimates. As a result, the Manager's determinations of fair value may differ materially from the actual values obtainable in an arm's-length sale of such investments to a third party. The Fund's financial condition and results of operations could be adversely affected if the Fund's fair value determinations were materially higher than the values that the Fund ultimately realises upon the realisation of such investments.

18.31 Legal, tax and regulatory risks

Legal, tax and regulatory changes in the Australian and New Zealand investment environment or otherwise, may occur during the term of the Fund which could have an adverse effect on the Fund. The Fund may not be in a position to take legal or management control of its investments. The Fund may have limited legal recourse in the event of a dispute, and remedies may have to be pursued in the courts.

18.32 Hedging

Certain investors may elect to have their investments hedged in a foreign currency. While the Fund will attempt to arrange this, there can be no assurance that adequate hedging arrangements will be available on an economically viable basis or that any such hedging arrangements will be successful in managing currency exposures.

18.33 Liability

The Constituent Documents contain provisions that are designed expressly to limit the liability of investors, in their capacity as investors in the Fund, to the amount of their respective investment. There can be no absolute assurance that the liability of investors will be limited as intended by those provisions as the ultimate liability of investors rests with the courts. Each investor must satisfy itself as to the risks of the limitation and to its liability as an investor in the Fund.

18.34 Investor change of status

The Manager has certain rights to require an investor to dispose of its Units if continuing participation by the investor in the Fund becomes unlawful.

18.35 Leverage

The Fund may use leverage to, among other things, bridge an acquisition in the short term or to bridge late calls. Leverage involves a degree of financial risk and may increase the exposure of the Fund to factors such as rising interest rates, downturns in the economy or deterioration in the conditions of the assets underlying its investments.

The assets of the Fund may be, in whole or in part, offered as security for such leverage.

18.36 AIFM Directive

The AIFM Directive imposes requirements on alternative investment fund managers (**AIFM**) which market alternative investment funds (**AIF**) they manage to professional investors who are domiciled or have a registered office in the European Economic Area (**EEA**). For these purposes, each of the trusts or other investment vehicles comprising the Fund is a non-EU AIF, and the Manager is a non-EU AIFM (as that term is defined in Article 4(1)(ab) of the AIFM Directive).

The AIFM Directive (and EEA member state measures implementing it) impose registration, disclosure, reporting and other requirements on the Manager that may not apply to all other investment funds. Since the Manager is a non-EU AIFM, it is not currently eligible for a pan-European marketing “passport” under the AIFM Directive. As a result, it is required to comply with the national private placement regimes (**NPPRs**) and other applicable rules of those EEA member states in which the Manager intends to market interests in the Fund.

Some of the NPPRs and rules are more restrictive or onerous than the minimum requirements prescribed by the AIFM Directive; for example, the Manager expects that it may need to appoint a depositary to comply with specific requirements in certain EEA jurisdictions. Regulatory compliance may result in significant additional costs for the Fund and may, therefore, reduce returns to Investors. The implementation of the AIFM Directive could also expose the Manager and/or the Fund to conflicting regulatory requirements in Guernsey, EEA states and other jurisdictions.

It should be noted that certain requirements (and their interpretation) of (i) the AIFM Directive, (ii) implementing legislation in any EEA member state and (iii) the NPPRs remain uncertain. The interpretation of the foregoing may change as a result of regulatory developments including, for example, the issuance of regulatory guidance, judicial precedence and/or development in regulatory practice by national or EU regulators. Any such resulting changes in interpretation may have an adverse impact on the operations of the Fund.

18.37 FATCA

Under recent legislation, all entities in a broadly defined class of foreign financial institutions (**FFIs**) must comply with a complicated and expansive reporting regime. FFIs who do not comply with this regime are subject to a 30% US withholding tax on certain US source payments and will be subject to a 30% withholding tax on gross proceeds from the sale or other disposition of US stocks and securities from 2019. Non-US entities who are not FFIs must either certify that they have no substantial US beneficial ownership or report certain information with respect to their substantial US beneficial ownership; otherwise such non-US entities are also subject to a 30% withholding tax on certain US source payments, and will be subject to a 30% withholding tax on gross proceeds from the sale of US stocks and securities from 2019. The legislation also contains complex provisions requiring participating FFIs to withhold on certain “foreign passthru payments” made to any investors in such FFIs that fail to provide the required information. The definition of a “foreign passthru payment” is still reserved under the current regulations. However, the term generally refers to payments from non-US sources that are “attributable to” certain US payments and gross proceeds as described above. Withholding on these payments is not set to apply until 2019. In general, non-US investment funds such as the Fund are expected to constitute FFIs. The reporting obligations imposed under the legislation require FFIs to enter into agreements with the

Secretary of the Treasury which require the FFIs to obtain information about certain investors and disclose it to the Secretary of the Treasury. The Fund intends to comply, to the extent reasonably practicable, with the reporting requirements to avoid the imposition of the withholding tax. However, in the event that the Fund is unable to do so (because, for example, investors fail to provide the Fund with the required information), certain payments made to the Fund or by the Fund may be subject to a withholding tax, which could reduce the cash available to Investors. Furthermore, these reporting requirements may apply to underlying entities in which the Fund invests, and the Fund may not have control over whether such entities comply with the reporting regime. Such withheld amounts that are allocable to an investor may, in accordance with the Constituent Documents, be deemed to have been distributed to such investor to the extent that the taxes reduce the amount otherwise distributable to such investor. The Constituent Documents also contain provisions which enable the Manager in certain circumstances to treat an investor as a defaulting investor in the event that the investor fails to provide any information requested by the Manager. Potential investors should consult their own tax advisors regarding all aspects of this legislation in light of their particular circumstances.

18.38 Common Reporting Standard

The OECD Common Reporting Standard for Automatic Exchange of Financial Account Information (**CRS**) require certain financial institutions such as banks and other deposit-taking institutions, custodial institutions, investment entities, and specified insurance companies resident in a CRS country to report, according to a due diligence standard, financial information with respect to reportable accounts, which includes interest, dividends, account balance or value, income from certain insurance products, sales proceeds from financial assets and other income generated with respect to assets held in such accounts or payments made with respect to such accounts.

Reportable accounts include accounts held by individuals and entities (which includes trusts and foundations) with fiscal residence in another CRS country. The standard includes a requirement to look through passive entities to report on the relevant controlling persons.

Investors may be requested to provide certain information and certifications to ensure compliance with the CRS. A jurisdiction that has signed the “CRS Competent Authority Agreement” may provide this information to other jurisdictions that have signed the CRS Competent Authority Agreement. The Australian Government has enacted legislation to give effect to the CRS.

Investors who are in any doubt as to their position should consult their professional advisers.

18.39 General tax risks

An investment in the Fund involves a number of complex tax considerations which may differ for each investor. Changes in tax legislation and their interpretation in relation to the Fund or in any of the countries in which the Fund will have investments or changes in tax treaties negotiated by those countries could adversely impact the returns achieved by the Fund. No assurance can be given regarding the actual level of taxation that may be imposed upon the Fund, its investments or investors with respect to their investments in the Fund.

While the Manager will endeavour to structure the Fund’s investments in a manner that is intended to achieve the Fund’s Investment Objectives, there can be no guarantee that the structure of any investment will be tax efficient for a particular investor or that any particular tax result will be achieved.

Any investor may be required to provide such information as may reasonably be required by the Manager to enable the Fund to properly and promptly make such filings or elections as the Manager may consider desirable or as required by law.

Prospective investors should consult their own tax advisers regarding the tax implications of acquiring, holding and disposing of Units.

18.40 Investor default

If investors fail to advance their Commitments when required to do so, the Fund’s ability to complete its investment programme or otherwise to continue operations may be substantially impaired. A default by a substantial number of investors or by one or more investors who have made substantial Commitments would limit opportunities for investment diversification and would be likely

to reduce Fund returns. In addition, if an investor fails to advance their Commitment when required to do so, and the advances of the Commitments of other investors, if any, are inadequate to cover the defaulted advance, the Fund may be unable to pay its obligations when due. As a result, the Fund may be subjected to significant penalties that could materially adversely affect the returns to the non-defaulting investors. In part to ameliorate this risk, a defaulting investor will be subject to customary default provisions under the Constituent Documents, including the potential forfeiture of a portion of such investor's interest.

18.41 Dilution from subsequent closings

Investors subscribing for Units at subsequent closings will participate in existing investments, which may dilute the interest of existing investors. Although such investors will contribute their pro-rata share of the acquisition cost of such investments, together with a premium, there can be no assurance that this will reflect the fair value of the Fund's existing investments at that time.

18.42 Co-investment opportunities

Pursuant to the terms of the Constituent Documents, the Manager may offer co-investment opportunities with respect to certain investments to be made by the Fund and may allocate any such opportunities among interested parties in its sole discretion. Investing in the Fund does not entitle any investor in the Fund to allocations of co-investment opportunities. The allocation of co-investment opportunities may involve a benefit to the Manager including, without limitation, fees from the co-investment opportunity.

18.43 Follow-on investments

Following its initial investment to a borrower, the Fund may make an additional investment to such borrower. There is no assurance that the Fund will make such follow-on investments or that the Fund will have sufficient funds to make all or any of such investments. Any decision by the Fund not to make follow-on investments or its inability to make such investments may have a substantial negative effect on a borrower in need of such an investment may result in a lost opportunity for the Fund to increase its participation in a successful operation.

18.44 Indemnification

Subject to certain limitations set out in the Constituent Documents, Indemnified Persons, will, amongst others, be entitled to be indemnified in respect of their activities on behalf of the Fund. Accordingly, certain actions brought against any such party will be satisfied from the assets of the Fund. Such liabilities may be material.

Further, the liability of the Manager and other members of the Manager group to Investors in the Fund is, subject to certain limitations, as provided under the terms of the Constituent Documents.

18.45 Investments held upon Class A Units Maturity Date

The Fund may make investments that it is unable to realise advantageously prior to the date that the Fund is to be wound-up, either at the Class A Units Maturity Date or otherwise. Although the Manager generally aims for all investments to be realised prior to the Class A Units Maturity Date, the Manager has limited authority to extend the term of the Fund, and the Fund may have to sell, distribute or otherwise dispose of investments at a disadvantageous time as a result of the Class A Units Maturity Date.

18.46 Side letters

The Trustee and/or Manager may enter into a side letter or other similar agreement with a particular investor in connection with its admission to the Fund without the approval of any other investor, which may have the effect of establishing rights under or supplementing the terms of the Constituent Documents with respect to such investor in a manner more favourable to such investor than those applicable to other investors. Such rights or terms in any such side letter or other similar agreement may include, without limitation, (i) excuse rights applicable to particular investments (which may increase the percentage interest of other investors in, and contribution obligations of other investors with respect to, such investments) or withdrawal and/or related rights with respect to the Fund generally in certain limited regulatory and/or policy-related circumstances, (ii) reporting obligations of the Manager, (iii) waiver of certain confidentiality obligations, (iv) management fee discounts, (v) consent of the Manager to certain transfers by such investor, (vi) limitations of liability and/or an investor's personal indemnification obligations, (vii) rights relating to

sovereign immunity status and jurisdiction, or (viii) rights or terms necessary in light of particular legal, regulatory or public policy characteristics of an investor.

18.47 Public Disclosure

Interests in the Fund may be held by investors that are subject to public disclosure requirements. The amount of information about their investments that are required to be disclosed has increased in recent years, and that trend may continue. Disclosure of information relating to a particular investment of the Fund may adversely affect the Fund, including the Fund's ability to realise such investment and the price that the Fund is able to obtain on the realisation of such investment.

To the extent that the Manager determines that information that an investor would otherwise be entitled to receive could be disclosed by such investor as a result of such investor being subject to laws in the nature of freedom of information acts, or as a result of it being a public authority or owned by a public authority or subject to public disclosure laws, statutes, statutory instruments, regulations or policies and the disclosure of such information would not be in the best interests of the Fund, the Manager or other members of the Manager group or any borrower, the Manager shall have the right not to provide such investor with any information that such investor would otherwise be entitled to receive or have access to.

18.48 Governing law, jurisdiction and sovereign immunity

The Constituent Documents will be governed by the laws of Australia. The Manager may decide to admit investors to the Fund notwithstanding that they may be established and based outside Australia, and may have either no assets or only limited assets in that jurisdictions. Furthermore, certain investors admitted to the Fund may enjoy sovereign or other immunities and privileges under the foreign law may claim to be or insist on being restricted in their ability to submit to the jurisdiction of particular courts, tribunals or any arbitration, including those designated in the Constituent Documents. These factors may make it substantially more difficult for the Manager or the other parties to the Constituent Documents to enforce the contractual obligations of an investor in the Fund, if necessary, by obtaining a judgment or arbitration award and by enforcing that judgement or award against the investor's assets.

18.49 Cyber security breaches and identity theft

The Manager's, the Fund's and its service providers' information and technology systems may be vulnerable to damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorised persons and security breaches, usage errors by their respective professionals, power outages and catastrophic events such as fires, tornadoes, floods, hurricanes and earthquakes. While the Manager has implemented various measures to manage risks relating to these types of events if these systems are compromised, become inoperable for extended periods of time or cease to function properly, the Manager, the Fund and / or a service provider may have to make a significant investment to fix or replace them. The failure of these systems and / or of disaster recovery plans for any reason could cause significant interruptions in the Manager's, the Fund's and / or a service provider's operations and result in a failure to maintain the security, confidentiality or privacy of sensitive data, including sensitive information relating to borrowers and personal information relating to Investors (and the beneficial owners of Investors). Such a failure could result in financial or other harm being suffered by investors (and the beneficial owners of investors) and could harm the Manager's, the Fund's and / or a service provider's reputation and/or operations, subject the Manager, the Fund, its service providers, borrowers and/or investors and their respective affiliates to legal claims and otherwise adversely affect their business and financial performance.

19 Conflicts of interest

The Manager may have interests conflicting with the Fund arising in the ordinary course of its business. The Manager has documented procedures for the identification, clearance and management of any conflicts of interest.

The information set out below identifies some areas where potential conflicts may arise, which should be carefully evaluated before making an investment in the Fund:

19.1 Co-investment by the Fund

The Fund may participate as a co-investor in transactions that otherwise meet the investment criteria but require funding greater than the prudential limits set for the Fund. Such co-investments may involve other clients and may occur on terms which are different to the Fund. In addition, the Manager may give advice and take action in the performance of its duties to co-investors which differs from advice given and action taken in relation to the Fund.

19.2 Co-investment with DCF Private Debt IV

The Manager intends that the Fund will co-invest with, or in, DCF Private Debt IV, a closed-ended fund to be sponsored and managed by the Manager.

It is intended that co-investments of Class A units in the Fund will be made on a pari passu basis with DCF Private Debt IV on new investments, calculated by reference to the respective commitments to each of the Fund (in respect of Class A Units) and DCF Private Debt IV from time to time, save to the extent that tax, regulatory, liquidity requirements or other legal concerns require otherwise.

In addition, subsequent classes of units in the Fund may have an investment strategy which is substantially similar to the Fund's investment strategy such that investment opportunities suitable for DCF Private Debt IV are likely also to be suitable for subsequent classes of units in the Fund.

To the extent that tax, regulatory, liquidity requirements or other legal concerns require, the Class A units in the Fund may invest other than on a pari passu basis with DCF Private Debt IV. As a result, the Fund may not fully participate

in all investment opportunities falling within its investment objectives. In such circumstances, in determining whether the Fund and DCF Private Debt IV participate in investment opportunities, the Manager and its associates may be subject to conflicts of interest in respect of the Investors in the Fund and the investors in DCF Private Debt IV. To the extent the Manager is required to allocate Investment Opportunities between the Fund and DCF Private Debt IV, the Manager will determine the allocation of investment opportunities among the Fund and DCF Private Debt IV in such manner as the Manager and its associates, in their sole discretion, determine in good faith to be fair and equitable, consistent with the Constituent Documents and the governing documents of DCF Private Debt IV. In doing so, the Manager and its associates will generally assess certain factors, including, but not limited to, the amount of available capital of each fund, the liquidity requirements of the Fund, anticipated future capital requirements of an investment opportunity and/or the existing portfolio companies of the applicable fund, expected time to obtain liquidity in respect of an investment opportunity, conflicts considerations, diversification limitations and any other factors deemed relevant by the Manager and its associates.

To the extent that tax, regulatory, liquidity requirements or other legal concerns require, the Manager and its associate's allocation of investment opportunities between the Fund and DCF Private Debt IV may not always be proportional based on available capital commitments. Therefore, such allocations may be more advantageous to the Fund relative to DCF Private Debt IV, or vice versa. Where the Manager and its associates are required to make an investment allocation they will allocate investment opportunities in a way that they believe in good faith is fair and equitable to Fund and DCF Private Debt IV. However, there can be no assurance that the actual allocation of an investment opportunity, if any, or the terms on which such allocation is made, will be as favourable as they would be if the potential conflicts of interest did not exist.

The Manager may give advice and take action in the performance of its duties to DCF Private Debt IV which differs from advice given and action taken in relation to the Fund.

19.3 Co-investment by Investors

The Manager may, but will be under no obligation to, provide an investor with the opportunity to co- invest in any investment considered by the Fund. The

Manager may offer all or part of such co-investment to a party who is not an investor. Key individuals or management teams that have been instrumental in securing and supporting a transaction may also have a co-investment right. The Manager will not be required to account to the Fund for any co-investment fees earned by it or any associate.

Transaction-specific returns, and an investor's overall returns from its exposure to any borrower, may be affected significantly by the extent to which such investor is offered and chooses to participate in co-investment opportunities. The performance of co-investments will not be aggregated with that of the Fund. The Manager shall be entitled to charge a management fee (or similar) in relation to any such co-investment opportunity and shall be under no obligation to account to the Fund for any such fees. This may create an incentive to allocate a share of an investment to co-investors where fees received by the Manager in respect of such co-investment are not credited against the management fee payable by the Fund in circumstances where such fees would be so credited had the entire investment been allocated to the Fund.

19.4 Transactions between the Fund and DCF Private Debt IV

Potential conflicts of interest likely will arise where the Fund makes an investment in an Eligible Investment in conjunction with DCF Private Debt IV. There can be no assurance that the Fund and DCF Private Debt IV will exit the investment at the same time or on the same terms. If additional capital is necessary for the Eligible Investment as a result of financial or other difficulties, or to finance growth or other opportunities, the Fund and DCF Private Debt IV may or may not provide such additional capital, and each generally will supply such additional capital in such amounts, if any, as determined in accordance with the liquidity requirements and investment period of each of the Fund and DCF Private Debt IV, as applicable.

To the extent required by the Constituent Documents and the governing documents of DCF Private Debt IV, the Fund may acquire or exit its interests in an Eligible Investment at the same time or at separate times and on similar or different terms than DCF Private Debt IV. Examples of such transactions include (i) the Fund making an investment in a pre-existing investment of DCF Private Debt IV (ii) DCF Private Debt IV later investing in an Eligible Investment in which the Fund has invested; and (iii) DCF Private Debt IV disposing of an Eligible

Investment in which the Fund continues to be invested or vice versa. In each case, the foregoing transactions may have an effect (either positive or negative) on the market value of the Fund's investment.

In connection with any investment in which DCF Private Debt IV also participates, the Manager and its associates reserve the right, to the extent required by the Constituent Documents and the governing documents of DCF Private Debt IV, to make independent decisions regarding recommendations of when the Fund, as compared to DCF Private Debt IV, should invest in and exit investments. As a result, the Fund may be making an investment at a time when DCF Private Debt IV is disposing of the same or a similar investment, or vice versa. There can be no assurance that the return on the Fund's investments will not be less than the returns obtained by DCF Private Debt IV participating in the investment.

In managing the liquidity requirements of the Fund, an open-ended fund, in certain circumstances the Manager may be required to dispose of investments held by DCF Private Debt IV and the Fund. In such circumstances, the interests in Eligible Investments may be disposed of at inopportune times at sub-optimal prices.

Although uncommon, from time to time the Manager and its associates may cause the Fund to enter into a transaction whereby the Fund purchases interests in Eligible Investments from, or sells interests in Eligible Investments to, DCF Private Debt IV, co-investors or co-investment vehicles. Such transactions may arise in the context of re-balancing an investment in accordance with the Co-Investment Deed among parallel investing entities. Any such transactions raise potential conflicts of interest, including where the investment of the Fund supports the value of investments by DCF Private Debt IV and vice versa. These conflicts are heightened to the extent the relevant interests are illiquid or do not have a readily ascertainable value, and there generally can be no assurance that the price at which such transactions are entered into represent what would ultimately be the underlying investment's fair value.

To the extent required by the Constituent Documents and the governing documents of DCF Private Debt IV or otherwise in the sole discretion of the Manager, the Manager may seek to mitigate such conflicts by seeking the opinion of the Fund's Advisory Committee in relation to such transactions. In certain circumstances, the Manager and its associates may determine that

the willingness of a third party to make an investment on the same terms demonstrates the fairness of the relevant transaction under then-current market conditions. The Manager intends that any such transactions be conducted in a manner that it believes in good faith to be fair and equitable to the Fund and DCF Private Debt IV under the circumstances, including a consideration of the potential present and future benefits with respect to each of the Fund and DCF Private Debt IV.

19.5 Investing in Different Levels of the Capital Structure

It is intended that Class A units in the Fund will invest on a pari passu basis with DCF Private Debt IV.

To the extent that tax, regulatory, liquidity requirements or other legal concerns require, the Fund may hold interests in Eligible Investments that are of a different class or type than the class or type of interests held by DCF Private Debt IV. For example, DCF Private Debt IV may hold equity securities such as equity kickers while the Fund may hold debt instruments of the same Eligible Investment, or vice versa. For example, to the extent that the Fund invests in a debt instrument of an Eligible Investment in which the Fund holds equity securities, the Manager and its associates expect to be subject to conflicts of interest (potentially including conflicting fiduciary duties) in determining the terms of such debt instrument and in managing the Fund's and DCF Private Debt IV's investments in such Eligible Investment on a going-forward basis. Conflicts also may arise between the Fund and DCF Private Debt IV to the extent the Fund invests in DCF Private Debt IV.

Conflicts also may arise between the Fund and DCF Private Debt IV in negotiating the price of the debt securities or other instruments, the characterization of such debt securities or other instruments, the terms of inter-creditor agreements, the interest rate or stated dividend yield of such debt securities or other instruments, the nature of the covenants running in favor of lenders and the other terms and conditions of the investment or in addressing subsequent amendments or waivers.

Other conflicts may arise in cases where the Fund may want to place tighter restrictions on the type and the amounts of an Eligible Investment's permitted investments and acquisitions, whereas to the extent DCF Private Debt IV holds

equity in the same Eligible Investment, it may desire optimal flexibility to grow the underlying business. For example, DCF Private Debt IV may have an interest in pursuing, on behalf of the Eligible Investment, an acquisition that would increase indebtedness, a divestiture of revenue-generating assets or other similar transactions that may enhance the value of the equity investment with respect to DCF Private Debt IV but that would potentially also increase the risk of the Fund's debt investment in such Eligible Investment. Further, because of the different legal rights associated with debt and equity investments, the Manager and its associates may face a conflict of interest in respect of the advice given to, and the actions taken on behalf of, the Fund as compared to DCF Private Debt IV in circumstances where each fund holds interest of a different nature. For example, questions may arise as to whether payment obligations and covenants should be enforced, modified or waived, or whether debt investments should be refinanced or restructured.

In addition, the interests of the Fund and DCF Private Debt IV may diverge significantly in the case of financial distress of a portfolio company where each hold interests of a different nature in an Eligible Investment. For example, if additional financing is necessary as a result of financial or other difficulties, it may be in the best interests of DCF Private Debt IV, but not the Fund, to provide such additional financing. If the Fund had the potential to incur a loss on its investment as a result of such difficulties, the Manager's ability to recommend actions in the best interests of the Fund might be impaired. In troubled situations, certain decisions, including whether to enforce claims, whether to advocate or initiate a restructuring or liquidation inside or outside of bankruptcy, and the terms of any workout or restructuring, may raise conflicts of interest with respect to the Fund and DCF Private Debt IV to the extent each fund holds interests of a different nature, the interests of which may diverge in such situations.

19.6 Time and Attention of the DCF principals

The DCF principals will spend a portion of their business time and attention operating DCF Private Debt IV, including managing the liquidity requirements of Debt IV. The Manager and its associates believe that the investment of the DCF principals in the Fund, as well as the DCF principals' interest in the carried interest, operate to align, to some extent, the interest of the DCF principals with the interest of the Investors in the Fund, although the DCF principals also

may have economic interests in DCF Private Debt IV, including interests in management fees and carried interests. In connection with the expiry of the Fund's investment period, the DCF principals also may, and likely will, focus investment activities on other opportunities and areas unrelated to the Fund's investments, in particular investments suitable for classes of units, other than Class A units, in the Fund.

19.7 Manager investment

The Manager may separately invest in transactions where:

- (a) the investment is outside the Investment Objectives;
- (b) the investment is a strategic investment of the Manager's business; or
- (c) the investment is related to an existing investment of the Manager or an investment currently managed by the Manager.

Such activities may raise conflicts of interest for which the resolution may not be currently determinable.

19.8 Other clients of the Manager

The Manager may act as the trustee, responsible entity, manager or trustee for a number of clients and has fiduciary obligations and duties in relation to each of those clients that are similar to its obligations and duties in relation to the Investors.

Other clients may co-invest with the Fund, on terms which may be different to those offered to the Fund having regard to the various matters including the size and nature of the investment and differing investment objectives and strategies.

The Manager may give advice and take action in the performance of its duties for other clients which differ from advice given and action taken in relation to the Fund or its assets. This may present a conflict of interest if the Manager pursues the interests of the Fund and any client simultaneously.

19.9 Restrictions on transactions due to other businesses of the Manager

As noted above, the Manager acts for and advises a range of client's investment vehicles and expects to continue to develop its investment and advisory and related businesses. By reason of their responsibilities in connection with other activities of the Manager, certain employees of the Manager and its principals may acquire material non-public information or other confidential information. Such personnel may not be free to share such information with the Fund, the Manager may not be free to act upon any such information on behalf of the Fund, and the possession of information by persons associated with the Manager may preclude the Fund from engaging in transactions that it might otherwise have undertaken.

In addition, funds managed by the Manager other than the Fund may hold positions in securities or be subject to contractual or legal restraints that could prevent the Fund from being able to initiate a transaction that it otherwise might have initiated or to sell an investment that it otherwise might have sold. The trading activities of other funds managed by the Manager may be inconsistent with the investment activities of the Fund. Furthermore, the Fund may have or develop business relations through its other businesses which the Manager may consider in determining whether to undertake a transaction on behalf of the Fund, with the result that the Fund may not participate in certain transactions which it might otherwise have participated in.

19.10 Time and personnel

The functions and duties that the Manager and its investment professionals undertake on behalf of the Fund will not be exclusive, except as expressly stated otherwise. In particular, investment professionals of the Manager currently have responsibility for monitoring and advising in relation to the investments made by other funds managed by the Manager and its affiliates and may have similar responsibilities in respect of investments made by any successor fund to the Fund and/or any other fund, managed account, co-investment or other investment arrangement managed, operated and/or advised by the Manager from time to time (collectively, **Other Funds**). Personnel of the Manager will devote such time as they determine will be necessary to conduct the business affairs of the Fund in an appropriate manner, activities related to Other Funds will require a commitment of time and resources which might otherwise be devoted to evaluating, making and monitoring investments on behalf of the

Fund. Conflicts of interest may, therefore, arise in allocating time, services, resources and/or functions among the Fund, its investments and operational activities, on the one hand, and any Other Fund and their respective investments and respective operational activities, on the other hand.

19.11 Manager board

The functions and duties of the members of the Manager board are not exclusive, which may give rise to conflicts of interests. In particular, such members may perform similar functions and duties as board members of the managers of other investment funds (including other investment funds which may be in competition with the Fund). Further, any such activities will require a commitment of time and resources which might otherwise be devoted to such members' activities as directors of the Manager board, which may present a conflict of interest. Whilst procedures are in place to mitigate any such conflicts (including a requirement for the directors of the Manager board to declare any conflicts of interest at the commencement of board meetings) there can be no assurances given that all conflicts will be fully eliminated or resolved.

19.12 Allocation of investment opportunities

As a general matter, there can be no assurances that all investment opportunities identified will be made available to the Fund. Whilst it is the intention of the Manager to generally cause the Fund to take up investment opportunities arising before the Class A Units Maturity Date which are suitable for the Fund, the Manager will ultimately determine whether or not an investment opportunity is suitable for the Fund having regard to the stated investment policy for the Fund (including the minimum investment size for transactions, geography of the proposed investment and other relevant factors) and the restrictions provided under the terms of the Constituent Documents, which may result in investment opportunities being declined or not taken-up in full by the Fund, in which case such opportunities (or a relevant part thereof) may be offered elsewhere (including to other funds, managed accounts, co-investment or other investment arrangements managed, operated and/or advised by the Manager and its affiliates). Prospective investors in the Fund should note that the Manager and its affiliates may establish other investment funds, co-investment vehicles and/or managed account arrangements with investment objectives, mandates and policies that overlap with those of the Fund but with a specific investment focus or other restrictions which in general

differentiate the investment strategy of any such other investment funds, co-investment vehicles and/or managed account arrangements from those of the Fund. Accordingly, subject to the terms of the Constituent Documents, investment opportunities may arise which meet certain of the Investment Objectives, mandates and policies of the Fund but which do not satisfy all relevant criteria for investment by the Fund and as such are offered to other investment funds, co-investment vehicles and/or managed account arrangement operated, managed and/or advised by the Manager.

19.13 Potential duties to other stakeholders

Persons other than the shareholders of the Manager and its affiliates may acquire direct or indirect beneficial interests in the Manager and its affiliates. As a result, the Manager and its affiliates may have duties or incentives relating to the interests of these stakeholders that differ from, and could conflict with, the interests of the Fund and its investors.

19.14 Investments with third parties

Certain investments of the Fund may take the form of arrangements in which the Fund co-invests, or otherwise pools financial and business resources, with third parties. These transactions potentially raise conflicts of interest. For example, the Fund may co-invest with current or former clients of the Manager or other market participants with which the Manager has important business relationships. Such relationships could influence the decisions made by the Manager with respect to the purchase or sale of such investments. Furthermore, such third parties could have interests that may be contrary to the Fund's Investment Objective or which may conflict with the Fund's interest. In pooling resources with third parties, the Manager may come into the possession of material, non-public information that could restrict or limit the ability of the Fund to acquire or dispose of certain investments. There can be no assurance that the foregoing will not have an adverse impact on the Fund's ability to find, consummate and/or exit investments.

19.15 Investor Conflicts

Investors in the Fund may have conflicting investment, tax and other interests with respect to their investments in the Fund, including conflicts relating to the structuring of investment acquisitions and dispositions. The conflicting interests of individual investors may relate to or arise from, among other things,

the nature of investments made by the Fund, the structuring of investments and the timing of the disposition of investments. As a consequence, conflicts of interest may arise in connection with decisions made by the Manager with respect to the nature or structuring of investments that may be more beneficial for one investor than for another investor, especially with respect to an investor's individual tax situation. In selecting and structuring investments appropriate for the Fund, the Manager will generally consider the investment and tax objectives of the Fund and its investors as a whole, not the investment, tax or other objectives of any investor individually. Prospective investors should note, further, that the Manager may elect to exclude certain investors in the Fund from particular investments for legal or regulatory reasons applicable to any such investment or investors, in which case non-excluded investors will be allocated a greater proportionate interest in such investment. In addition, certain investors also may invest in Other Funds (as defined above) or may be individuals or entities who have business or other relationships with Manager personnel. It is also possible that the Fund may be a counterparty (such counterparty dealt with on an arm's-length basis) or participants in agreements, transactions or other arrangements with an investor or an affiliate of an investor. Such investors may, therefore, have different information about the Manager and the Fund than investors not similarly positioned. Prospective investors should note that, to the extent investors vote on any matter regarding conflicts (including conflicts between the Fund and Other Funds) or otherwise participate in matters involving a vote or action thereby, any such investor may have other interests (including, as the case may be, in Other Funds) which influence how they vote and, as a result, may not be motivated to vote solely in accordance with its interests related to the Fund. Moreover, investors are unrestricted from voting according to their own interests (and such interests may not be aligned generally or at all with the interests of other investors in the Fund) and may vote or abstain from voting, in a manner that is adverse to the interests of other investors and the Fund.

19.16 Legal Counsel

Hogan Lovells will act as counsel to the Manager in connection with the offering of interests in the Fund. Hogan Lovells may represent the Manager and its investment funds from time to time in a variety of different matters. Unless otherwise agreed between Hogan Lovells and a relevant investor in the Fund, Hogan Lovells will not be representing the investors in connection with the

offering of interests in the Fund and ongoing advice with respect to the Fund and the Manager. No independent counsel has been retained to represent the investors. Representation by Hogan Lovells with respect to the Fund is limited to specific matters as to which they have been consulted. There may exist other matters which could have a bearing on the Fund as to which Hogan Lovells has not been consulted. In addition, Hogan Lovells does not undertake to monitor the compliance of the Fund and the Manager with the Investment Objectives, investment strategies, investment restrictions and other guidelines and terms set forth in this Investment Memorandum and the Constituent Documents, nor do Hogan Lovells monitor compliance with applicable laws. Hogan Lovells has not investigated or verified the accuracy and completeness of any information set forth in this Investment Memorandum. Prospective investors should seek their own legal, tax and financial advice before making an investment in the Fund.

19.17 No independent advice

The terms of the Constituent Documents under which the Fund is established and is to be operated are not necessarily the result of arms' length negotiations or representations of the investors by separate legal counsel. Prospective investors should not rely on any negotiations conducted by other prospective investors and should, therefore, seek their own legal, tax, financial and other advice before making an investment in the Fund.

19.18 Service providers

Certain conflicts of interest may arise in respect of service providers or their affiliates (including any administrators, lenders, brokers, attorneys, consultants and investment or commercial banking firms) and certain other advisors and agents of the Fund which may be investors and / or sources of investment opportunities and co-investors or counterparties in the Fund or Other Funds (as defined above) and may also provide goods or services to or have business, personal, political, financial or other relationships with the Manager and/ or its affiliates or be entities in which the Manager and/or Other Fund has an investment (and payments by the relevant Other Fund and/or such entities may indirectly benefit the Manager and/or such Other Fund). This may influence the Manager in deciding whether to select such a service provider to perform services for the Fund or in respect of any investment (the cost of which will generally be borne by the Fund).

Notwithstanding the foregoing, investment transactions for the Fund that require the use of a service provider generally will be allocated to service providers on the basis of the Manager's judgement as to factors such as best execution, the evaluation of which includes, among other considerations, such service provider's provision of certain investment-related services and research that the Manager believes to be of benefit to the Fund. In certain circumstances, advisors and service providers, or their affiliates, may charge different rates or have different arrangements for services provided to the Manager, the Manager or their respective affiliates as compared to services provided to the Fund, which may result in more favourable rates or arrangements than those payable by the Fund. With respect to service providers, for example, the fee for a given type of work may vary depending on the complexity of the matter as well as the expertise required and demands placed on the service provider. Therefore, to the extent the types of services used by the Fund are different from those used by the Manager or its affiliates, the Manager or its affiliates may pay different amounts or rates than those paid by the Fund. This may result in more favourable rates applying in respect of the Manager and its affiliates than those that apply in respect of the Fund.

19.19 Fund Administrator

MUFG Investor Services acts as the administrator of the Fund. The Fund Administrator and its associates provide a wide range of services for a large number of clients and may, therefore, be in a position where either is providing services to other clients which may be regarded as giving rise to a conflict of interest. The Fund Administrator has established a conflicts of interest policy to identify and manage such actual or potential conflicts of interest. Subject to compliance with its conflicts of interest policy neither the Fund Administrator nor its associates are precluded from acting for another party in the ordinary course of business in any transaction or litigation with which the Manager or its associates are associated.

19.20 Personnel

The Manager may from time to time hire short-term or long-term personnel (or interns) who are connected or associated with an investor or a service provider. Although reasonable efforts are made to mitigate any potential conflicts of interest with respect to such hires, there is no guarantee that the Manager can

control all such potential conflicts of interest, and conflicts could arise as a result of any such hires.

19.21 Relationship with a borrower

Borrowers may be counterparties or participants in agreements, transactions or other arrangements with investee companies of other investment funds or arrangements managed, operated and/or advised by the Manager or its affiliates which may not have been entered into but for the association with the Manager or its affiliates, and which may involve fees and/or servicing payments to the Manager which are not subject to offset against the management fee.

19.22 Assets

The Fund may sell assets to or acquire assets from a member of the Manager group and the Fund may invest in companies in which the Manager and/or its members, employees, officers or directors hold an existing investment, in each case provided that any such acquisition, disposal or investment is subject to the terms of the Constituent Documents. The Manager may exercise its rights in respect of any such investment, and will not be liable to account to any other person for any profits or benefits made or derived by or in connection with any such transaction or the exercise of any rights acquired in connection with such investments. Furthermore, the Fund may invest alongside any Other Fund. Any such investment alongside any Other Fund may give rise to a conflict of interest as the basis for investing in such investment may differ between such funds, and so views relating to the management and exit from such investment may similarly differ.

19.23 Conflicts policies and procedures

Policies and procedures implemented by the Manager from time to time (including as may be implemented in the future) to mitigate potential conflicts of interest and address certain regulatory requirements and contractual restrictions may reduce the synergies across the Manager's operating platform and areas of expertise that the Manager or advisors expect to draw on for purposes of pursuing attractive investment opportunities for the Fund. As a result, information which could be of benefit to the Fund might become restricted to certain business units within the Manager's business and otherwise be unavailable to the Manager or relevant adviser in respect of their activities relating to the Fund. The Manager may implement certain policies and

procedures that may reduce the synergies that the Manager generally seeks to implement across its business (for example, through the creation of information barriers to mitigate conflicts) which restricts information flow. Additionally, the terms of confidentiality or other agreements may restrict or otherwise limit the ability of the Fund and/or its associates to make investments in or otherwise engage in businesses or activities competitive with such companies.

20 Taxation considerations

The purpose of this summary is to explain, in general terms, the main Australian income tax, stamp duty and goods and services tax (**GST**) implications to a potential investor who is considering investing in Units.

For the purpose of this summary, it assumes that the investor is, and will continue to be, an Australian resident for tax purposes and that the investor is assessed on gains and losses that arise on the disposal of their Units for Australian tax purposes under the CGT rules. It does not, for example, consider an investor who buys and sells the Units in the course of a business that involves trading in financial instruments or securities or an investor who recognizes gains and losses from financial arrangements under the Taxation of Financial Arrangements (**TOFA**) regime (see below).

This summary is not being provided as the basis on which a potential investor should make an investment decision. That decision requires a review of all the materials in this Information Memorandum. This summary is of a general nature and does not take into account the specific circumstances of each investor. Accordingly, a potential investor should not rely on this summary but should seek their own taxation advice that takes into account their particular circumstances before making any investment or other decision in relation to the Units.

This summary is based on current Australian taxation law as at the date of this Information Memorandum. However, taxation issues are complex, and taxation laws, their interpretation by the Courts and the associated administrative practices of the Australian Taxation Office (**ATO**) and the State and Territory revenue offices that administer those laws may change over the term of an investment in the Units.

20.1 Tax treatment of the Fund

The trustee of the Fund should not itself be subject to Australian tax in respect of the Fund Net Income on the basis that:

- (a) the investors should be “presently entitled” to all of the income of the Fund;
- and

(b) the activities of the Fund are limited to business that consists of “eligible investment business”, as that term is defined for Australian tax purposes such that the Fund should not constitute a public trading trust.

The Manager intends to operate the Fund such that the Investors of the Fund are “presently entitled” to all of the income of the Fund each year. If this does not occur, income tax may become payable by the trustee of the Fund on the net (taxable) income of the Fund in proportion to the share of the Fund Net Income that Investors are not presently entitled to. The Manager will also seek to manage and operate the activities of the Fund so as to constitute an “eligible investment business” at all times and will manage the affairs of the Fund such that it does not, at any time, control directly or indirectly, the affairs or operations of a “trading business” for tax purposes.

Accordingly, the Fund should not constitute a public trading trust, which is treated as a company for tax purposes.

20.2 Distributions from the Fund

The investors (or former investors whose Units are redeemed at the relevant distribution period) who are presently entitled to the distributable income of the Fund as at 30 June of the relevant distribution period should be assessable on the net (taxable) income of the Fund, in proportion to their share of that distributable income. Distributions will be taxable in the hands of investors in the year to which the distribution relates.

An investor’s (or former investors whose Units are redeemed at the relevant distribution period) share of the Fund Net Income may consist of various components which have been received by the Fund. These components will generally retain their character when passed on to Investors. It is expected that the income distributions that investors will receive will predominantly be interest. The income distributions may also include other components, including other income (such as dividends) or gains.

It is also possible for investors (or former investors whose Units are redeemed at the relevant distribution period) to receive a tax-deferred amount in relation to their distribution from the Fund. This would arise where the distribution received from the Fund exceeds the amount of the net (taxable) income of the

Fund which is to be included in the assessable income of an investor (or former investors whose Units are redeemed at the relevant distribution period).

The CGT rules may require the cost base which is held by investors (or former investors whose Units are redeemed at the relevant distribution period) in their Units to be reduced where the investor (or former investors whose Units are redeemed at the relevant distribution period) receives a distribution that is either in whole or in part non-assessable for tax purposes. For example, if the investor receives a tax-free return of capital, that return of capital would likely result in a reduction in the cost base. Where such tax-deferred amounts received by the investors exceed the cost base of the Units, the excess is treated as a capital gain. An investor (or former investors whose Units are redeemed at the relevant distribution period) may be entitled to a CGT discount in respect of such capital gains (as discussed in further detail below).

20.3 Transfer of Units

The transfer of a Unit in the Fund is also a taxable event for CGT purposes. To the extent that the proceeds on transfer exceed the cost base of the Unit, the investor will make a capital gain. If the investor has held the Unit for at least 12 months (excluding the acquisition and disposal dates), then the investor may be entitled to the CGT discount on the gain subject to the tax profile of that investor (as applicable).

However, if the proceeds on transfer are less than the investor's reduced cost base the investor will make a capital loss.

20.4 TOFA

The TOFA regime contains rules which represent a code for the taxation of receipts and payments in relation to financial arrangements. The rules contemplate a number of different methods for bringing to account gains and losses in relation to financial arrangements (including fair value, accruals, foreign exchange retranslation, realisation, hedging and financial records).

The TOFA rules generally apply to financial arrangements that a taxpayer starts to have in an income year commencing on or after 1 July 2010.

The TOFA rules could affect the way a Fund's taxable income is determined. The effect, if any, will depend on the nature of the Fund's investments and the "elections" made by the Fund under TOFA.

Investors should seek their own taxation advice in relation to the application of the TOFA rules to their investment.

20.5 GST

The Australian GST applies at the rate of 10% to "taxable supplies".

For GST purposes, the following should not attract GST for either the Trustee or the investors:

- the subscription for and issue of the Units;
- the payment of distributions in relation to the Units; and
- the transfer of the Units.

However, an investor may not be entitled to claim any "input tax credits", including "reduced input tax credits", for GST that it has paid to third party suppliers for services associated with their investment in Units. The availability of credits will depend on whether the investor is registered for GST, has acquired the service in the course of its enterprise, the investor's level of input tax credits, and whether the service qualifies for reduced input tax credits.

20.6 Stamp Duty

The issue of Units at the time when the Fund does not own any assets should not attract any Australian stamp duty. However, stamp duty may be payable on the transfer of Units. You should confirm the stamp duty consequences of transferring Units with your tax adviser.

20.7 Tax File Number (TFN)

Investors are advised to quote a TFN when applying for Units. If a TFN is not quoted, tax may be deducted from distributions at the highest marginal rate, plus the Medicare levy (currently, as at the date of this Information Memorandum, 47%). Tax will not be deducted if an appropriate exemption applies in relation to an investor's investment in the Fund (for example, because

the investor is a non-resident of Australia (provided that the investor is not carrying on business at or through a permanent establishment in Australia) and the income is subject to non-resident withholding tax).

Investors that hold Units in the course or the furtherance of an enterprise may quote their Australian Business Number instead of their TFN.

20.8 FATCA

The Foreign Account Tax Compliance Act provisions of the *U.S. Hiring Incentives to Restore Employment Act of 2010* (**FATCA**) establish a new due diligence, reporting and withholding regime. FATCA aims to detect U.S. taxpayers who use accounts with “foreign financial institutions” to conceal income and assets from the U.S. Internal Revenue Service (**IRS**).

The Trustee is obliged to collect certain information and undertake certain ongoing due diligence activities to determine your FATCA status and has delegated the responsibility for FATCA compliance to the Fund Administrator.

Depending on your status under FATCA, the Trustee may be obliged to report information in relation to you and your unit holding to the ATO, which in turn will share this information with IRS. You may also be required to provide information to the Trustee (at the direction of the Manager) in relation to your FATCA status.

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

21 Additional information

21.1 Administration of the Fund

The Fund Administrator provides accounting services to the Fund. The Fund Administrator is also responsible for receiving and processing applications, issuing Units to Investors, paying distributions to Investors and maintaining an up-to-date register of Investors. The scope of services and its terms and conditions are set out in an agreement between the Trustee and the Fund Administrator.

21.2 Fund Trust Deed

The Fund was established by the Trust Deed. The Trust Deed provides an operational framework for the ongoing management of the Fund. It sets out the rights, duties and obligations of Investors and the responsibilities and duties of the Trustee in respect of the Fund.

The main operative provisions in the Trust Deed include provisions in relation to:

- applications;
- redemptions;
- rights and obligations of Investors;
- valuation of Units;
- fees and expenses;
- meetings of investors;
- the Trustee's powers and indemnity;
- the retirement of the Trustee;
- the liability of investors and the Trustee; and
- termination of the Fund.

Holding Units does not give an investor the right to participate in the management or operation of the Fund.

The Trust Deed will be made available for inspection by contacting the Fund Administrator.

21.3 Investment management agreement

The Trustee has appointed the Manager under an investment management agreement which sets out the rights, powers and obligations of both the Trustee and the Manager, including the Manager's obligation to invest and manage the Fund's Assets in accordance with the Investment Objective. The agreement also includes provisions dealing with the circumstances in which the Manager or Trustee may be replaced.

21.4 Amendment or withdrawal of the Information Memorandum

The Manager may amend or withdraw this Information Memorandum at any time and may reissue a new or amended Information Memorandum from time to time.

21.5 Other Service Providers

As at the date of this Information Memorandum, the Trustee has appointed the service providers listed at page 1 of this Information Memorandum to provide services to the Fund. The service providers may be changed, or added to, at any time without notice to Investors in the Fund.

The Manager may appoint an associated entity, which is an authorised representative of the Manager, to transact or manage the Fund's investments on its behalf.

21.6 Complaints

DCF is committed to handling any complaint quickly, fairly and in the strictest confidence. An investor with a complaint should contact DCF on contactus@dinimus.com.au or via phone on 02 8080 0120 from 9am to 5pm Monday to Friday.

22 Privacy

22.1 Privacy Policy

(a) Our commitment to protecting your privacy

DCF Asset Management Pty Limited (ACN 622 234 315) (known as “DCF” and also referred to in this Privacy Policy as “us,” “we” and “our”) seeks to provide the best possible service to its customers by providing the best possible range of financial products and services.

We understand how important it is to protect your personal information. This policy sets out our Privacy Policy commitment in respect of personal information that you may provide to us. We recognise that any personal information we collect about you will only be used for the purposes indicated in our policy, where we have your consent to do so, or as otherwise required or authorised by law. It is important to us that you are confident that any personal information we collect from you or that is received by us will be treated with appropriate respect ensuring the protection of your personal information.

Our commitment in respect of personal information is to abide by the *Privacy Act 1988* (Cth) (**Privacy Act**) and any other relevant law.

(b) Personal Information

When we refer to personal information we mean information or an opinion about you, from which you are, or may reasonably be, identified.

This information may include (but is not limited to) your name, date of birth, driver’s licence number, marital status, phone number, email address, address, nationality, employment history, income, assets, liabilities and repayment history information.

Due to the nature of the services provided by us, some of the information we collect may be sensitive information, including details about your race or ethnic background. It is not common practice for us to collect other sensitive information about you (such as information about your religion, trade union

membership, political opinion, sexual preference or criminal record). We will only collect sensitive information about you with your consent.

(c) Why we collect your personal information

We collect and receive personal information about you in order to conduct our business, including checking wholesale investor status, AML/CTF and FATCA requirements for the purpose of accepting and maintaining investments in the funds. From time to time we may offer other products and services.

(d) How do we collect your personal information?

Personal information may be collected by us in a number of circumstances, including when an individual:

- makes an enquiry with us via email, telephone or website;
- applies to invest in a product offered by us;
- attends an event hosted by us; or
- applies for employment with us.

Where reasonable and practical we will collect your personal information only directly from you. However, we will also collect information about you from third parties such as from our contractors who supply services to us, from a publicly maintained record or from other individuals or companies as authorised by you. From time to time we may also purchase lists containing personal information about individuals from organisations offering such lists for marketing purposes.

If you do not provide the information requested by us, we may not be able to provide you with our services.

If you provide personal information to us about someone else, you must ensure that you are entitled to disclose that information to us and that, without us taking any further steps required by privacy laws, we may collect, use and disclose such information for the purposes described in this Privacy Policy. For example, you should take reasonable steps to ensure the individual concerned is aware of the various matters detailed in this Privacy Policy. The individual must

also provide the consents set out in this Privacy Policy in respect of how we will deal with their personal information.

(e) How do we use your personal information?

We use your personal information for the purpose for which it has been provided, for reasonably related secondary purposes, any other purpose you have consented to and any other purpose permitted under the Privacy Act. This may include using your personal information for the following purposes:

- to provide you with the products or services you requested;
- to verify your identity;
- to assess, process and manage your application as a wholesale investor to invest in the Fund including to verify your details and assess our risk;
- to assess, process and manage your application for employment; and
- for complaints handling or data analytics purposes.

(f) To whom will we disclose your personal information?

To enable us to maintain a successful business relationship with you, we may disclose your personal information to:

- organisations that provide products or services used by us, your employer(s) or referees, your guarantors, your professional advisors, your bank and any other organisation that may have or is considering having an interest in your loan, or in our business;
- companies and contractors who we retain to provide services for us, such as IT contractors, call centres, stationery printing houses, mail houses, storage facilities, lawyers, accountants and auditors, who will need to have access to your personal information to provide those services;
- people considering acquiring an interest in our business or assets; and
- other individuals or companies authorised by you.

By providing us with your personal information, you consent to us disclosing your information to such entities without obtaining your consent on a case by case basis.

Sometimes we are required or authorised by law to disclose your personal information. Circumstances in which we may disclose your personal information would be to a Court, Tribunal or law enforcement agency in response to a request or in response to a subpoena or to the ATO.

We may from time to time transfer personal information outside Australia in accordance with the Privacy Act to countries whose privacy laws do not provide the same level of protection as Australia's privacy laws. For example, we may transfer your personal information to the Asia- Pacific, European Union or the United States of America. We may also use cloud storage and IT servers that are located offshore.

By providing us with your personal information, you consent to us disclosing your information to entities located outside Australia and, when permitted by law to do so, on the basis that we are not required to take such steps as are reasonable in the circumstances to ensure that any overseas recipient complies with Australian privacy laws in relation to your information.

(g) Direct marketing

From time to time we may use your personal information to provide you with current information about new funds, investment opportunities you may find of interest, changes to our organisation, or new products or services being offered by us or any company we are associated with. By providing us with your personal information, you consent to us using your information to contact you on an ongoing basis for this purpose, including by mail, email, SMS, social media and telephone.

If you do not wish to receive marketing information, you may at any time decline to receive such information by contacting our privacy contacts using the contact details below. We will not charge you for giving effect to your request and will take all reasonable steps to meet your request at the earliest possible opportunity.

(h) Updating your personal information

It is important to our relationship that the personal information we hold about you is accurate and up to date. During the course of our relationship with you, we ask you to inform us if any of your personal information has changed.

If you consider that any information we hold about you is incorrect, you should contact us to have it updated. We will generally rely on you to assist us in informing us if the information we hold about you is inaccurate or incomplete.

(i) Access to your personal information

We will provide you with access to the personal information we hold about you, subject to limited exceptions in the Privacy Act as outlined below. You may request access to any of the personal information we hold about you at any time.

To access personal information that we hold about you, use the contact details specified below. We may charge a fee for our reasonable costs in retrieving and supplying the information to you.

(j) Denied access to personal information

There may be situations where we are not required to provide you with access to your personal information. For example, such a situation would be information relating to an existing or anticipated legal proceeding with you, or if your request is vexatious. An explanation will be provided to you if we deny you access to your personal information we hold.

(k) Business without identifying you

In most circumstances it will be necessary for us to identify you in order to successfully do business with you, however, where it is lawful and practicable to do so, we will offer you the opportunity of doing business with us without providing us with personal information. Such a situation would be where you make general inquiries about our products.

(l) How safe and secure is your personal information that we hold?

We will take reasonable steps to protect your personal information by storing it in a secure environment, and when the information is no longer needed for any purpose for which the information may be used or disclosed, it will be destroyed or permanently de-identified.

We will also take reasonable steps to protect any personal information from misuse, loss and unauthorised access, modification or disclosure.

(m) Further information and complaints

You may request further information about the way we manage your personal information or lodge a complaint by contacting our Privacy Officer(s) on the contact details below.

We will deal with any complaint by investigating the complaint and providing a response to the complainant within 15 business days, provided that we have all necessary information and have completed any investigation required. In cases where further information, assessment or investigation is required, we will seek to agree alternative time frames with you.

(n) Contact details

You can contact us by calling us on 02 8080 0120 or by writing to:

The Privacy Officer
DCF Asset Management Pty Limited (ACN 622 234 315)
contactus@dinimus.com.au

(o) Change in our Privacy Policy

We are constantly reviewing all of our policies and attempt to keep up to date with market expectations. Technology is constantly changing, as is the law and market practices.

As a consequence, we may change this Privacy Policy from time to time or as the need arises.

22.2 Anti-Money Laundering

The Anti-Money Laundering and Counter-Terrorism Financing Act requires potential investors to provide certain information to verify their identity. A financial adviser can conduct the identification verification.

22.3 No Cooling Off Period

No cooling off period is provided in respect of investments in the Fund. An application lodged with the Trustee is irrevocable except as required by law.

23 Jurisdictional considerations

This Information Memorandum and any Constituent Documents made available are supplied personally to the recipient on the conditions set out below the recipient's acceptance of these conditions is evidenced by its retention of the applicable documents. If the recipient does not accept these conditions, the recipient must return the applicable documents immediately to the Manager.

23.1 Australia

This Information Memorandum is not a Disclosure Document or Product Disclosure Statement (nor any similar disclosure document under any applicable law). It is not required to, and does not, contain all the information which would be required in a Disclosure Document or Product Disclosure Statement, or all the information that a prospective investor may desire or should obtain in order to make an informed investment decision. The Fund is not registered as a Managed Investment Scheme under the Corporations Act.

Any offer or invitation under the Documents will only be extended to "wholesale clients", "sophisticated investors" or "professional investors", in each case, as defined in the *Corporations Act 2001* (Cth) of Australia (the "Act"). This Memorandum is not a prospectus, product disclosure statement or other disclosure document as defined under the Act and is not required to, and does not, contain all the information which would be required in a prospectus or product disclosure statement under Australian law. This Memorandum has not been lodged with the Australian Securities and Investments Commission, and is not required to be lodged with the Australian Securities and Investments Commission.

Investors do not have cooling-off rights under Australian law in connection with their participation in the Fund (as contemplated under this Information Memorandum) unless the Constituent Documents expressly contemplate the contrary. Investors may not transfer or offer to transfer their Units to any person located in Australia unless that person is a wholesale client, sophisticated investor or professional investor and such transfer or offer is otherwise in accordance with the provisions of the Act and the remainder of this Information Memorandum and the Constituent Documents.

The recipient must not distribute or pass on this Information Memorandum and the Constituent Documents, directly or indirectly, to any person in Australia: (a) without the issuer's express written consent; and (b) to any person who is not a "wholesale client", "sophisticated investor" or "professional investor", except as permitted or required by law. The recipient must notify the issuer of this Information Memorandum upon becoming aware of any breach of the conditions referenced in this paragraph.

23.2 New Zealand

Offers of the interests in the Fund in New Zealand are only being made to investors such that the offer does not require a prospectus under the *New Zealand Securities Act 1978*. If you receive this Information Memorandum in New Zealand, you represent and warrant that:

- you are a person whose principal business is the investment of money or who, in the course of and for the purposes of your business, habitually invests money, within the meaning of section 3(2)(ii) of the *New Zealand Securities Act 1978*;
- if you are acquiring the Fund interests for the account of another person, that person falls within the criteria set out in the previous paragraph; and
- neither you, nor any person on whose account you are acquiring the Fund interests, is or are acquiring those Fund interests for the purposes of resale, other than to a person who fulfils the above criteria. This representation is understood to be a statement of your present intention only and not an undertaking not to sell, particularly where your investment objectives or market conditions change.

23.3 United Kingdom

The Fund is an alternative investment fund for the purpose of the *Financial Services and Markets Act 2000 (FSMA)* and may be marketed in the United Kingdom only to any natural or legal person domiciled or with a registered office in EEA Member State which qualify as "Professional Clients" as defined in Annex II of Directive 2004/39/EC.

The Fund is not a recognised collective investment scheme for the purpose of FSMA. The promotion of the Fund and the distribution of this Information Memorandum in the United Kingdom are restricted by law.

This Information Memorandum is made available only to and directed only at:

- persons who are “investment professionals” within the meaning of Article 19 of the *Financial Services and Markets Act 2000* (Financial Promotion) Order 2005 (as amended) (**FPO**);
- high net worth companies, unincorporated associations, etc. within the meaning of Article 49 of the FPO;
- sophisticated investors within the meaning of Article 50 of the FPO, that is, in relation to any description of investment, a person (i) who has a current certificate in writing or other legible form signed by a person authorised under the *Financial Services and Markets Act 2000* (an **Authorised Person**) to the effect that he is sufficiently knowledgeable to understand the risks associated with that description of investment in the form required by the FPO and (ii) who has signed, within a period of twelve months ending with the day on which the Information Memorandum is made, a statement in the terms prescribed in Article 50(1)(b) of the FPO; or,
- other persons to whom it may otherwise lawfully be offered or distributed (all such persons together referred to as **Relevant Persons**).
- No person, other than Relevant Persons, may act on this Information Memorandum and any investment or investment activity to which this Information Memorandum relates is available only to Relevant Persons and will be engaged in only with such persons. Persons of any other description in the United Kingdom may not receive and should not act or rely on this Information Memorandum or any other promotional materials relating to the interests in the Fund.

The content of this Information Memorandum has not been approved by an Authorised Person.

Reliance on this Information Memorandum for the purpose of engaging in investment activity may expose the recipient to a significant risk of losing the property invested or of incurring additional liability.

If the recipient is in any doubt about the investment to which this Information Memorandum relates, they should consult an Authorised Person who specializes in advising on investing in units in unregulated collective investment schemes.

23.4 USA

The interests offered hereby have not been reviewed, approved or disapproved by any securities regulatory authority of any state within the US or of any other jurisdiction or by the US securities and exchange commission, nor has any such authority or commission passed on the accuracy or adequacy of this Investment Memorandum. Any representation to the contrary is a criminal offence. The interests have not been registered under the US Securities Act, any securities laws of any state of the US or the laws of any other jurisdiction, nor is such registration contemplated. The interests will be offered and sold pursuant to exemptions from registration under the US securities act and other exemptions of similar import in the laws of the states and other jurisdictions where the offering will be made. The Fund will not be registered as an investment company under the US Investment Company Act. Interests are being offered only to persons that are (a) not “US Persons” as defined in regulation S promulgated under the US Securities Act or (b) US persons that are “Accredited Investors” for purposes of regulation D of the US Securities Act and are “Qualified Purchasers” as defined in section 2(a)(51) of the US Investment Company Act.

In making an investment decision prospective investors in the Fund must rely on their own examination of the issuer and the terms of the offering, including the merits and risks involved. The interests have not been recommended by any US federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this document. Any representation to the contrary is a criminal offence.

The interests are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the US securities act and the

applicable state securities laws, pursuant to registration or exemption therefrom. Prospective investors in the Fund should be aware that they may be required to bear the financial risks of this investment for an indefinite period of time.

23.5 China

Interests in the Fund may not be marketed, offered or sold directly or indirectly to the public in China and neither this Information Memorandum, which has not been submitted to the Chinese Securities and Regulatory Commission, nor any offering material or information contained herein relating to interests in the Fund, may be supplied to the public in China or used in connection with any offer for the subscription or sale of interests in the Fund to the public in China. Interests in the Fund may only be marketed, offered or sold to Chinese institutions which are authorised to engage in foreign exchange business and offshore investment from outside China. Chinese investors may be subject to foreign exchange control approval and filing requirements under the relevant Chinese foreign exchange regulations, as well as offshore investment approval requirements.

23.6 Hong Kong

The contents of this Information Memorandum have not been reviewed or approved by any regulatory authority in Hong Kong. This Information Memorandum does not constitute an offer or invitation to the public in Hong Kong to acquire interests in the Fund. Accordingly, unless permitted by the securities laws of Hong Kong, no person may issue or have in its possession for the purposes of issue, this Information Memorandum or any advertisement, invitation or document relating to interests in the Fund, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong other than in relation to interests in the Fund which are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” (as such term is defined in the Securities and Futures Ordinance of Hong Kong (Cap. 571) (the **SFO**) and the subsidiary legislation made thereunder) or in circumstances which do not result in this Information Memorandum being a “prospectus” as defined in the Companies Ordinances of Hong Kong (Cap. 32) (the **CO**) or which do not constitute an offer or an invitation to the public for the purposes of the SFO or the CO. The offer of interests in the Fund is personal to the person to whom this Information Memorandum has been delivered by or on behalf of the Fund, and a subscription for interests in the Fund will only be accepted from such person.

No person to whom a copy of this Information Memorandum is issued may issue, circulate or distribute this Information Memorandum in Hong Kong or make or give a copy of this Information Memorandum to any other person. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of this Information Memorandum, you should obtain independent professional advice.

23.7 Singapore

This Information Memorandum has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this Information Memorandum and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Units may not be circulated or distributed, nor may the Units be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) by way of private placement to no more than 50 persons within any period of 12 months pursuant to Section 302C of the Securities and Futures Act (Cap. 289) (the “SFA”) and in accordance with the conditions specified in the SFA, (ii) to an institutional investor pursuant to section 304 of the SFA and in accordance with the conditions specified in the SFA, (iii) to an accredited investor pursuant to section 305 of the SFA and in accordance with the conditions specified in the SFA or (iv) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

23.8 Malaysia

The offer for subscription or purchase of interests in the Fund has not been approved by the Malaysian Securities Commission under the *Capital Markets & Services Act 2007* of Malaysia and interests in the Fund are not being offered in Malaysia, nor may they be directly or indirectly offered or sold in Malaysia unless the proposal to offer the interests in the Fund has been approved by the Malaysian Securities Commission under the *Capital Markets & Services Act 2007* of Malaysia.

23.9 Republic of Korea

Neither the Fund nor any of its affiliates are making any representation with respect to the eligibility of any recipients of this Information Memorandum to acquire interests in the Fund under the laws of Korea, including, but without limitation, the Foreign Exchange Transaction Law and Regulations thereunder.

Interests in the Fund are being offered and sold in Korea only to persons prescribed by Article 301, Paragraph 2 of the enforcement decree of the Financial Investment Services and Capital Markets Act of Korea, and none of the interests in the Fund may be offered, sold or delivered, or offered or sold to any person for re-offering or resale, directly or indirectly, in Korea or to any resident of Korea except pursuant to applicable laws and regulations of Korea.

Furthermore, interests in the Fund may not be re-sold to Korean residents unless the purchaser of the interests complies with all applicable regulatory requirements (including, but not limited to, governmental approval requirements under the Foreign Exchange Transaction Law and its subordinate decrees and regulations) in connection with the purchase of the interests in the Fund.

23.10 Certain ERISA and other employee benefit plan matters

The *U.S. Employee Retirement Income Security Act of 1974*, as amended (previously defined as “**ERISA**”), among other things, imposes certain duties on persons who are fiduciaries of employee benefit plans subject to Title I of ERISA, plans subject to Section 4975 of the Code, and entities deemed to hold assets of either of these (each, an “ERISA Plan”), and prohibits certain transactions between an ERISA Plan and the “fiduciaries” and “parties in interest” (as those terms are defined in ERISA) of the ERISA Plan. Certain similar state and other local statutory rules may apply to plans that are not subject to ERISA or Section 4975 of the Code, such as government plans, church plans, and plans maintained outside of the United States. Fiduciaries of these plans should be familiar with the rules governing those plans.

In considering an investment in the Fund, plan fiduciaries should consider their basic fiduciary duties under ERISA Section 404, which requires, among other things, that a fiduciary discharge its duties with respect to a plan (i) solely in the interest of the participants and beneficiaries, (ii) for the exclusive purpose of providing benefits to participants and their beneficiaries and defraying reasonable expenses of administering the plan, (iii) in accordance with the prudent-man rule (that is “with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims”), (iv) by diversifying the investments of the plan so as to minimize the risk of large losses, unless under the circumstances

it is clearly prudent not to do so, and (v) in accordance with the documents governing the plan insofar as they are consistent with ERISA.

Before authorizing an investment in the Fund, fiduciaries of plans subject to ERISA should consider, among other things: the fiduciary standards under ERISA; whether the investment in the Fund satisfies the prudence and diversification requirements of ERISA, including whether the investment is prudent in light of limitations on the marketability of the interests in the Fund; whether such fiduciaries have authority to make the investment under the appropriate plan investment policies and governing instrument and under Title I of ERISA; the compensation of the Manager for services rendered to the Fund; and whether the investment will give rise to a non-exempt “prohibited transaction” within the meaning of Section 406 of ERISA or Section 4975 of the Code.

In analysing the prudence of an investment in the Fund, special attention should be given to the DOL regulation on investment duties (29 C.F.R. Section 2550.404a-1).

If the assets of the Fund are deemed to be “plan assets” under ERISA (i) the prudence and diversification standards and other provisions of Part 4 of Title I of ERISA or Section 4975 applicable to investments by ERISA Plans and their fiduciaries would extend to investments made by the Fund; (ii) the Manager, the Fund, and fiduciaries of ERISA Plans could be liable under ERISA or Section 4975 of the Code for investments made by the Fund that do not conform to the standards imposed by ERISA or Section 4975 of the Code; (iii) certain transactions that the Fund might seek to enter into may constitute “prohibited transactions” under ERISA and the Code; (iv) the Fund would be subject to certain reporting and disclosure requirements under ERISA; and (v) assets of the Fund might need to be held in a trust.

A Department of Labor regulation at 29 CFR 2510.3-101, as modified by Section 3(42) of ERISA (the “Plan Assets Regulation”), generally provides that the underlying assets of an entity in which ERISA Plans make equity investments will be considered “plan assets” unless (i) the equity investment is a “publicly offered security” or a security issued by an investment company registered under the Investment Company Act, (ii) the entity is an “operating company” or (iii) equity participation by “benefit plan investors” in the entity is not “significant.” The

Fund, to the extent it permits ERISA Plans to invest, will seek to rely on the third of these exceptions.

Under the Plan Assets Regulation, equity participation is not “significant” if investments by benefit plan investors in each class of equity interests in the entity represent less than twenty-five per cent (25%) of the total value of each such class of equity interests. For purposes of this calculation, interests held by any manager of the Fund or any of its affiliates are disregarded. “Benefit plan investors” for this purpose means ERISA Plans. It is intended that the admission of Investors to the Fund will be restricted so that the Fund will meet the “no significant plan investment” test under ERISA and thus the interests in the Fund should not be deemed to constitute plan assets of the ERISA Plans. To ensure that the Fund continues to meet such test, prospective Investors will be required to make representations regarding their status under ERISA, and the Fund will be operated in a manner so that their respective assets will not be considered “plan assets” under ERISA. The Trustee and the Manager may restrict the acquisition and transfers of interests in the Fund to ensure that the ownership interest of Benefit Plan Investors does not become “significant” with respect to any class of the Fund’s equity securities (and such restrictions could delay or preclude an investor’s ability to transfer such interests).

If the assets of the Fund are deemed to be “plan assets” under ERISA, among other consequences, (i) the prudence and diversification standards and other provisions of Part 4 of Title I of ERISA or Section 4975 applicable to investments by ERISA Plans and their fiduciaries would extend to investments made by the Fund; (ii) the Manager, the Fund, and fiduciaries of ERISA Plans could be liable under ERISA or Section 4975 of the Code for investments made by the Fund that do not conform to the standards imposed by ERISA or Section 4975 of the Code; (iii) certain transactions that the Fund might seek to enter into may constitute “prohibited transactions” under ERISA and the Code; and (iv) the Fund would be subject to certain reporting and disclosure requirements under ERISA.

The Trustee may require any ERISA Plan investor to withdraw, in whole or in part, from the Fund if the Trustee determines that such withdrawal is necessary to prevent the Fund from holding “plan assets” or to avoid a prohibited transaction under ERISA or Section 4975 of the Code.

Neither the Fund nor its counsel makes any representations with respect to whether an investment in the Fund would be a suitable investment within any employee benefit plan's particular investment portfolio.

WHETHER OR NOT THE UNDERLYING ASSETS OF THE FUND ARE DEEMED PLAN ASSETS UNDER ERISA, AN INVESTMENT IN THE FUND BY AN ERISA PLAN MAY BE SUBJECT TO ERISA, SECTION 4975 OF THE CODE OR SIMILAR LAW. ACCORDINGLY, FIDUCIARIES OF PLANS SHOULD CONSULT WITH THEIR OWN LEGAL COUNSEL AS TO THE CONSEQUENCES UNDER ERISA, THE CODE OR SIMILAR LAW OF AN INVESTMENT IN THE FUND BEFORE MAKING SUCH AN INVESTMENT.

Certain United States securities law matters

Interests in the Fund will not be registered under the US Securities Act or any state or other securities laws, and will not be approved by the SEC or any other federal or state governmental or self-regulatory agency. Interests in the Fund will be offered for investment only to the U.S. Investors who are "accredited investors" (as such term is defined in Rule 501 of Regulation D under the US Securities Act) pursuant to the exemption from the registration requirements of the US Securities Act provided by Section 4(a)(2) and/or Rule 506 of Regulation D promulgated thereunder and in compliance with any applicable state securities laws. Each prospective U.S. investor will be required to represent, among other things, that (i) it is an "accredited investor", (ii) it is acquiring an interest in the Fund for its own account and not with a view to, or for resale in connection with, any distribution of such interest, (iii) it received or had access to all information it deemed relevant to evaluate the merits and risks of an investment in the Fund, and (iv) it has the ability to bear the economic risk of an investment in the Fund.

The Fund has not been and will not be registered under the US Investment Company Act. It is contemplated that the Fund will be exempt from registration under the US Investment Company Act by virtue of Section (3)(c)(7) thereof (the "qualified purchasers" exemption). Accordingly, it is currently intended that interests in the Fund will be offered and sold only to the U.S. Investors who are "qualified purchasers" (as such term is defined for the purposes of the US Investment Company Act); and in connection therewith, each U.S. investor will

be required to make appropriate representations and undertakings as to its “qualified purchaser” status.

Neither the Trustee nor the Manager is registered with the SEC as an investment adviser under the US Investment Advisers Act. The Manager, which provides investment advice with respect to the Fund, has filed with the SEC as an exempt reporting adviser under the US Investment Advisers Act. The filing is publicly available at the SEC’s website, sec.gov.

Compliance with Volcker rule

The Trust Deed and the unit trust structure related thereto has not been reviewed or approved by the Board of Governors of the Federal Reserve System for purposes of complying with the “Volcker Rule”. There is no guarantee that the subscription for Units by a non-U.S. banking entity will not contradict the “Volcker Rule”. Prospective investors should consult their own legal counsel as to the potential risks and consequences of acquiring and holding Units for the purposes of complying with the “Volcker Rule”.

24 Definitions

Capitalised terms used in this Information Memorandum and the attached forms have the following defined meanings unless the context provides otherwise.

Accounting Standards

This refers to:

- (a) the accounting standards from time to time approved under the Corporations Act;
- (b) the requirements of the Corporations Act in relation to the preparation and content of accounts; and
- (c) generally accepted accounting principles and practices in Australia consistently applied, except those principles and practices which are inconsistent with the standards or requirements referred to in paragraph (a) or (b).

Application Price

The application price for a Unit is AU\$1 for Units issued on the First Closing Date in respect of a Class, and thereafter at the Net Unit Value plus transaction costs.

AML/CTF law

The *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and any Anti-Money Laundering and Counter-Terrorism Rules registered by AUSTRAC.

Assets

All the property, rights and income of the Fund, but not application money or property in respect of which Units have not yet been issued and any amounts which have been set aside for distribution to Investors.

Business Day

A day on which the Manager is open for business in the city where the principal address of the Manager is situated, but excluding Saturday and Sunday and any public holiday in Sydney and Melbourne, Australia.

Class A Units

Units in respect of Fund subscriptions which are co-invested with, or in, DCF Private Debt IV.

Class A Units Maturity Date

5 years from the final closing date of DCF Private Debt IV unless extended by a further 2 years in the discretion of the Manager.

Commitment

In respect of each investor, the amount agreed to be committed to the Fund by such investor in its subscription deed.

Constituent Documents

The constituent documents of the Fund, including the Fund's trust deed and each subscription deed, which contain the details of the rights and obligations of investors.

Corporations Act

Corporations Act 2001(Cth).

Closing Date

As determined by the Manager, and at such time Commitments shall be accepted.

Credit Policy and Framework

The credit policy and operational framework documentation under which DCF originates, approves and monitors loans to Eligible Borrowers.

DCF

Dinimus Credit Fund, a non-bank funder as described in Section 1.1.

Debt Investments

The provision of credit to Eligible Borrowers in accordance with the Investment Objective through real property mortgage backed loans, asset backed loans and cash flow backed loans and all other Investments in loans and other debt instruments, which may include first lien senior debt, unitranche facilities, second lien debt, mezzanine and mezzanine-related loans, and other subordinated instruments.

Debt Proceeds

Proceeds from Debt Investments that the Trustee determines are in the form of cash payment (such as interest payments, principal repayments, dividends and capital reductions), and not in the form of financial instruments (such financial instruments including the proceeds from equity kickers and warrants).

Debt Proceeds Hurdle

Debt Proceeds Outperformance equal to 6.50% in respect of a relevant Fee Period.

Debt Proceeds Outperformance

With respect to any Fee Period the cumulative percentage change in the Net Unit Value of the Debt Proceeds Sub-Class of Units (after the payment of all fees, other than the Performance Fee and adding any distributions of income or capital made, or to be made, by the Fund to Unitholders that have ceased to be an asset of the Fund and have become a liability of the Fund (and not been discharged or satisfied)) for such Fee Period.

Debt Proceeds Sub-Class

A sub Class of Class A Units designated by the Trustee as a sub Class for the purpose of making Debt Investments and allocating Debt Proceeds.

Deployed Commitment

In respect of each Investor, the aggregate amount of cash contributed to the Fund and deducted from the Reserve Account from time to time by the Trustee or its nominee to meet the obligations incurred by or on behalf of the Fund, excluding:

- (a) any taxes, fees, costs and expenses incurred directly or indirectly by the Fund, the Trustee or any affiliate of the Manager in respect of or allocable to such Investor and which would not have been incurred but for such Investor's participation in the Fund, including in connection with:
 - (i) an Investor default;
 - (ii) any transfer of the Investor's Units;
 - (iii) realisation of an investment that would otherwise have been distributed in specie to such Investor and the Investor has elected not to receive such distribution in specie; or
 - (iv) provision of any other service not otherwise provided to all Investors; and
- (b) any distributions made to such Investor.

Eligible Borrower

Corporate borrowers registered in Australia or New Zealand or having a material part of its business in Australia or New Zealand.

Eligible Investment

Has the meaning given to that term in the Investment Strategy subsection of the "About DCF" section of this document, as amended from time to time by the Manager.

Fee Date

The last Business Day of each calendar month.

Fee Period

In respect of a Class, in the case of the first fee period, a period commencing on the Initial Closing and, in all other cases, a period commencing on and including a Fee Date and, in each case, ending on the day immediately before the next following Fee Date or, if earlier, the earliest to occur of: (a) the Class A Units Maturity Date and (b) the date of dissolution of the Trust.

Fund

DCF Private Debt IV-B, or Class A Units (as the context requires).

Fund Administrator

The fund administrator, MUFG Investor Services, or any other body corporate appointed by the Trustee from time to time to provide administration services in respect of the Fund.

Fund Auditor

The fund auditor, Ernst & Young, or any other auditor appointed by the Trustee from time to time to provide auditing services in respect of the Fund.

Fund Net Income

The income of the Fund for the relevant period calculated on an accruals basis subject to the following adjustments:

- (a) including all interest and other income received by the Fund in respect of Loans during the period;
- (b) deducting all expenses of the Fund accrued during the period.

GST

Any goods and services tax, consumption tax, value-added tax or any similar impost or duty which is or may be levied or becomes payable in connection with the supply of goods or services.

Indemnified Person

Current and former:

- (a) Trustee;
- (b) Manager;
- (c) appointees pursuant to the Constituent Documents;

(d) the affiliates, associates, officers, employees, advisers and agents of each of the persons named in (a) and (b); and

(e) each member of the Investment Committee and Advisory Committee.

Initial Closing

The date upon which subscription deeds (or their equivalent in respect of any additional trust) are first accepted by the Trustee.

Investment Committee

An investment committee appointed by DCF to assess and approve Eligible Investments. The investment committee members as at the date of this information memorandum are listed in the Directory under the heading “Investment Committee”.

Investment Objective

The Fund will provide credit to Eligible Borrowers, reflective of activity in the corporate credit market underpinned by the individual strength of each opportunity, whilst focusing on the diversity of borrowers, industries and asset classes.

Investor

A person that has been admitted as an “Investor” of the Fund.

Investor Majority Consent

The consent of Investors representing in aggregate a majority of total Commitments with respect to the Fund or DCF Private Debt IV, as the context requires.

Liabilities

All present liabilities of the Fund including any provision taken into account in determining the liabilities of the Fund, but not liabilities:

- to applicants for Units in respect of application money or property in respect of which Units have not yet been issued; or

- to Investors, arising by virtue of the right of Investors to participate in the distribution of the Assets on winding up of the Fund.

Manager

DCF Asset Management Pty Limited (ACN 622 234 315) or any replacement manager appointed in accordance with the Trust Deed.

Net Asset Value

The net asset value of the Trust determined in accordance with the Accounting Standards, and the Trustee may exclude certain assets of the Trust for such determination if it must calculate the Net Unit Value with respect to a Unit of a particular Class.

Net Unit Value

In respect of Class A Units, the Net Asset Value divided by the number of Units.

Non-Debt Proceeds Outperformance

With respect to any Fee Period the cumulative percentage change in the Net Asset Value of the Non-Debt Proceeds Sub-Class of Units (after the payment of all fees, other than the Performance Fee and adding any distributions of income or capital made, or to be made, by the Trust to Unitholders that have ceased to be an asset of the Trust and have become a liability of the Trust (and not been discharged or satisfied)) for such Fee Period.

Non-Debt Proceeds Sub-Class

A sub Class of Class A Units designated by the Trustee as a sub Class in respect of non-Debt Investments and allocating non-Debt Proceeds.

Other Funds

Refer to Section 19.6.

Recipient

A person who receives this Information Memorandum, electronically, in hard copy or otherwise.

Registered Scheme

A trust which is registered with ASIC as a managed investment scheme under Chapter 5C of the Corporations Act.

Trust Deed

The trust deed establishing the Fund and includes any supplementary deeds, and as amended from time to time.

Trustee

AMAL Trustees Pty Limited(ACN 609 737 064).

Undeployed Commitment

An Investor's Commitment less the amount represented by its Deployed Commitments.

Unit

A unit in the Fund.

