5 Steps to Investing

The Angas Direct Mortgage Fund is a registered managed investment scheme designed to generate monthly income distributions whilst giving the Investor some control of the asset choices.

You should read this Product Disclosure Statement in full. Before deciding to invest in the Fund, you should seek your own financial advice from a licensed adviser.
To participate in this offer, potential Investors need to complete the five steps listed above:

1. **Read**
   - Read this PDS and consider if investment in the Fund is suitable for you.

2. **Register**
   - Complete the Registration Form included in this PDS and send to Angas Securities.

3. **Apply**
   - Review the Syndicate PDS sent to you and complete the Application if you decide to invest.

4. **Invest**
   - Provide your investment contribution into the Angas Direct Trust Account in readiness for settlement.

5. **Receive**
   - Each Mortgage Investment pays a defined monthly income to its Sub-Scheme Investors (subject to payment by the Borrower). Advise what you would like to do with your investment upon Maturity.
Important Notices


Angas is solely responsible for this PDS. No person is authorised to provide any information or to make any representation in connection with the offer described in this PDS which is not contained in this PDS. Any information or representations not so contained may not be relied on as having been authorised by Angas or any other person in connection with the offer in this PDS.

The Fund is an umbrella managed investment scheme. The Fund comprises numerous individual Mortgage Investments each identified in a separate Syndicate PDS specific to the Mortgage Investments. The Fund is not a pooled mortgage fund.

TO INVEST IN THE FUND

Investors must receive and read both this PDS and a separate Syndicate PDS in the form of an investment proposal for a particular Mortgage Investment.

This PDS contains a Registration Form for an Investor to become a Member of the Fund. Each Syndicate PDS will contain an Application Form to invest in a specific Mortgage Investment.

This PDS provides information for Investors to decide if they wish to invest in the Fund and should be read in its entirety. The assumptions underlying the financial information and the risk factors that could affect the financial performance of the Fund should be examined.

Investors should consider carefully these factors in light of their personal circumstances (including financial and taxation issues) and seek professional advice from their accountant, lawyer or other professional adviser before deciding whether to invest. The offer in this PDS does not take into account the personal objectives, financial situation and particular needs of Investors.

RESPONSIBILITY

ASIC has been notified that this PDS is in use in accordance with section 1015D of the Corporations Act. ASIC is also notified within five (5) business days of any change by Angas to the fees and charges in this PDS. ASIC takes no responsibility for the contents of this PDS or any subsequent Syndicate PDS. Investors should only rely on this PDS and any Disclosure Document issued by Angas.

STATEMENT

Angas administers the Fund with care, diligence and skill. A Mortgage Investment is designed to suit Investors seeking short to medium term investment providing a fixed income.

The performance of the Fund and any Sub-Scheme within the Fund is not guaranteed. Angas and its directors do not guarantee the performance of the Fund or any Sub-Scheme or a rate of return on capital (if any).

Angas and its related bodies corporate together with their officers and directors are permitted to invest in the Fund from time to time.

Directors, and related bodies or associates, subject to appropriate disclosure to the Angas Board, may also provide finance broking and other financial services to Borrowers for a fee.

INVESTMENT ADVICE

Angas does not provide investment or financial advice to Members or the general public. Angas does not know the extent of Investors’ financial position or requirements.

Investors should only invest in the Fund after giving careful consideration to personal needs, the risks of this form of investment and personal investment strategy.

Before making any investment, Investors may wish to seek advice from an independent financial adviser. Non independent financial advisers can only provide advice on the products for which they have a licence to market and may not be qualified to advise on this product.
JURISDICTION
No action has been taken to register or qualify the offer, or otherwise permit a public offering in any jurisdiction outside Australia. The offer is made only to people who receive it (including electronically) in Australia. This PDS does not constitute an offer or invitation in any jurisdiction where, or to any person to whom, such an offer or invitation would be unlawful.
The distribution of this PDS in jurisdictions outside Australia may be restricted by law and persons who come into possession of this PDS should seek advice on and observe any such restrictions.

UPDATED INFORMATION
The information contained in this PDS is up to date at the date of its preparation. However, information relating to the Fund, such as the Mortgage Investments, will change from time to time.
In accordance with ASIC Regulatory Guide 198, Angas will fulfil its continuous disclosure requirements by way of website disclosure. Investors may access material information regarding Angas Direct from the website at www.angassecurities.com. Angas reserves the right to change this PDS. Notice will be given before or as soon as practicable after the change takes place.
Investors may also contact Angas on 1800 010 800.
If there is a materially adverse change to the information in this PDS or a materially adverse omission from this PDS, Angas will issue a replacement or supplementary PDS.

ELECTRONIC PDS
This PDS is available in electronic form at www.angassecurities.com
Investors using the Registration Form attached to the electronic version of this PDS must be located within Australia.
Investors who receive an electronic version of this PDS should ensure they download and read the entire PDS.
Investors who received a copy of this PDS in its electronic form may obtain a paper copy of the PDS (free of charge) by telephoning 1800 010 800.

Applications for a Mortgage Investment may only be made by registering with the Registration Form contained in this PDS, and then on the Application Form attached to a Syndicate PDS.

PRIVACY
Upon registering with the Fund, Members are required to provide personal information to Angas, such as name, address, telephone, tax file number and bank account details.
Angas collects, holds and uses that personal information to assess applications, provide facilities and services to Members and undertake appropriate administration.
Access to information may be disclosed by Angas to its agents and service providers on the basis that they deal with such information in accordance with the Privacy Act.
Registrations which do not provide the information requested may not be processed.
Our Privacy Policy contains information about how you may access your personal information held by Angas and seek any correction. If you would like a copy of the Privacy Policy, please refer to the Angas website or contact our offices directly.
Angas Securities is required to collect tax residency information under the Tax Laws Amendment (Implementation of the Common Reporting Standard) Act 2016 (CRS). This information will be disclosed to the Australian Taxation Office which may disclose this information to the tax authority of the relevant jurisdiction. Penalties may apply if you fail to provide the information or provide false information. Angas Securities will not disclose this information overseas. Angas Securities’ Privacy Policy also contains information about how you may complain about a breach of the Australian Privacy Principles and how we will deal with such a complaint. You may contact us on 1800 010 800. This information is of a general nature only. Please consult your tax advisor should you wish to understand the implications of CRS to your particular circumstances.

GLOSSARY
Defined terms and abbreviations used in this PDS are explained in the Glossary.
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Introduction
Introduction

Angas Direct (‘the Fund’) is a registered managed investment scheme regulated by ASIC under the Corporations Act. 

Angas Securities Limited is the Manager and Responsible Entity of the Fund and holds an Australian Financial Services Licence (‘AFSL’) issued by ASIC.

The aim of the Fund is to offer Investors access to direct mortgage investments secured by Real Property that may not otherwise be available to individual Investors. Mortgages are sourced direct from Borrowers or through Angas’ current contacts and professional network of finance brokers and introducers. The Mortgages are managed by Angas to provide Investors with both the security of a registered mortgage over Real Property, and distribution of monthly returns (subject to payment by the Borrower).

Returns paid on Mortgage Investments are fixed for the term of the Mortgage. No investment, mortgage or otherwise, is entirely risk free and in the case of Mortgage Investments there is a risk to both income and capital.

Amongst other things these risks include default by the Borrower, changes in market interest rates generally, decline in the value of the Security Property, and/or unsuccessful application of its risk management strategies by Angas. These risks and Angas’ risk management strategy are addressed in more detail within this PDS on page 18.

THE FUND

The Fund is a registered managed investment scheme, and provides specific Mortgage Investments, for loans over a fixed term (subject to early repayment) typically between three (3) months and twenty-four (24) months.

Minimum investment in the Fund is $50,000. Angas at its sole discretion may accept a lower contribution to suit a particular Sub-Scheme.

The Fund comprises of Sub-Schemes that each have their own Investors and hold separate and distinct assets and security from each other.

Investors join by registering to become a Member of the Fund, and then apply to participate in a specific Sub-Scheme.

Members have rights to receive income or capital distributions in each Sub-Scheme in which they are an Investor in proportion to their share of contribution to the Sub-Scheme.

THE RESPONSIBLE ENTITY

Angas is an unlisted public company established in 2000 as a funds manager and financier offering finance and funding services and solutions.

BOARD AND COMMITTEES

At the date of this PDS Angas has four (4) directors, including two independent non-executive directors. Angas acts as the Responsible Entity for Angas Direct, and performs the functions conferred by the Fund’s Constitution and the Corporations Act. The Board and executive management have expertise and extensive experience in funds management, mortgage investment, property development and portfolio management.

At least one Board member will also form part of the Angas Credit Committee to assess Borrower applications and approve Mortgages to be provided in Sub-Schemes for Fund Members.

In accordance with the Corporations Act, Angas has also appointed an independent Compliance Committee to oversee the compliance functions of the Fund and its adherence to the Fund Constitution, Compliance Plan and the Corporations Act, on behalf of the Members.

CUSTODIAN

Angas is also the Custodian for the Fund, with the principal role being to:

- Receive, hold and disburse all monies to and from Investors for Mortgage Investments;
- Hold in safe custody all mortgage securities and other Fund Assets; and
Execute any necessary documents as Attorney for Investors.
The Fund meets all fees and expenses of Angas as Custodian. This has the effect of reducing the Investor’s rate of return.

**APPOINTMENT AS ATTORNEY**
By signing the Registration Form the Member appoints Angas in its capacity as Responsible Entity under the Constitution to be their Attorney to:

- Execute any Transaction Document including (in the event of default by the Borrower) a Contract of Sale and Transfer for the sale of a Mortgage Investment;
- Recover or compromise any arrears of interest or principal;
- Take possession of any security and exercise the mortgagee power of sale;
- Appoint one or more agents to exercise the powers granted to an attorney and to revoke any agent appointment made under this document; and
- Do all things necessary or expedient to give effect to any document which Angas considers not contrary to the interests of the Investor on the terms and conditions in this PDS.

**INVESTMENT STRATEGY**
Angas approves Mortgages into Sub-Schemes for the Members of the Fund. Each Sub-Scheme may have one or more Investors. Each Mortgage Investment pays a defined income to its Sub-Scheme Investors.
The income earned by an Investor in a Mortgage Investment will vary to reflect the risk of return, for example:

- the type of Security Property;
- the location of the Security Property;
- the priority of the Security Property;
- the term of the investment; and
- the likelihood of early repayment by the Borrower.

**SYNDICATE PDS**
The Member receives the Syndicate PDS to make an informed decision on their opportunity to invest in a specific Sub-Scheme.
The information provided in the Syndicate PDS includes:

- amount to be lent upon security of the Mortgage;
- investment term;
- interest rates;
- repayments;
- Security Property details;
- Security Property valuation or in some cases a valuation summary only (usually in circumstances where the valuer does not consent to a copy of their report being provided to a Member);
- Mortgage priority;
- Borrower details; and
- any other terms specifically relevant to the Mortgage Investment.

After the Application Form provided with the Syndicate PDS is accepted by Angas, Investors provide their contributions to be deposited into the Angas Direct Trust Account in readiness for use in your chosen Sub-Scheme.

To the extent that there is any inconsistency between a Syndicate PDS and this PDS, the terms of the Syndicate PDS will take precedence.

**MEMBERS MORTGAGE CONTRIBUTION**
Upon settlement of the Mortgage the Member receives a summary report containing confirmation of the Mortgage Investment.
Angas mails the report to the Investor within sixty (60) days of funds being advanced under the Mortgage Investment.
SECTION 02

ASIC Benchmarks
ASIC Issues Regulatory Guides (‘RGs’) for improved disclosure of information to retail investors to better enable them to understand and assess the risk, rewards and suitability of mortgage investment schemes. Whilst ASIC RGs are not always mandatory, Angas Direct adopts these guidelines as part of its compliance and disclosure regime for best industry practice.

In RG45 ASIC sets out eight benchmarks and invites unlisted mortgage scheme issuers to identify whether they satisfy each benchmark, and if not, why not. A full copy of Regulatory Guide 45 can be obtained from ASIC at www.asic.com.au.

Here Angas provides a summary of the ASIC benchmarks and explains how the fund deals with each, with references to sections within the PDS that may provide more information on each benchmark.

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<td><strong>Benchmark 1: LIQUIDITY</strong>&lt;br&gt;This relates only to pooled mortgage schemes, and being able to satisfy its withdrawal and operational financial commitments.</td>
<td>The Fund offers contributory mortgages and therefore this benchmark does not apply to the Fund.</td>
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<td><strong>Benchmark 2: SCHEME BORROWINGS</strong>&lt;br&gt;If a scheme has borrowed funds, the responsible entity should disclose the amount owing for each borrowing and the aggregate undrawn amount for each credit facility, the purpose for which the funds have been borrowed and the fact that borrowings rank ahead of Investor’s interests in the scheme.</td>
<td>Angas satisfies this benchmark on the basis that Angas has no borrowings on behalf of the Fund, and the Fund specifically has no borrowings, and will not borrow to fund distributions or withdrawal requests.</td>
</tr>
<tr>
<td><strong>Benchmark 3: PORTFOLIO DIVERSIFICATION</strong>&lt;br&gt;This relates only to pooled mortgage schemes, and addresses lending practices and risk management through portfolio diversification.</td>
<td>The Fund offers contributory mortgages and therefore this benchmark does not apply to the Fund.</td>
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<tr>
<td>Benchmark</td>
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<td><strong>Benchmark 4: RELATED PARTY TRANSACTIONS</strong>&lt;br&gt; If a mortgage scheme or a responsible entity of a mortgage scheme transacts with related parties of the scheme it must disclose the approach to these transactions.</td>
<td>Angas satisfies this benchmark on the basis that, per the Fund Compliance Plan, Angas must comply with section 601FG of the Corporations Act regarding the acquisition of interests in the Fund. Acquisition of interests in the Fund by Angas or its directors, officers, employees and advisers must be made on an identical basis to that of all Members regarding consideration, terms and conditions of issuance. Neither Angas nor the funds which it manages will lend money to directors, staff members or their related parties.</td>
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<td><strong>Benchmark 5: VALUATION POLICY</strong>&lt;br&gt;This relates to the approach a responsible entity of a mortgage scheme must take in regard to the valuing of Security Property, mortgage security valuation policies, and valuer panel.</td>
<td>Angas satisfies this benchmark on the basis that the Compliance Committee is responsible for reviewing the appointment of a valuer to the Angas valuer panel and considerations include: current registration with the valuers’ professional body; current adequate insurance; appropriate knowledge, experience and academic qualifications. Licensed valuers value each property in accordance with valuation industry standards. Security Properties are valued on an “as is” basis; and if they are to be developed include an estimated “cost to complete” and “upon completion” valuation. Valuations must be less than 90 days old at approval, and less than 150 days old at settlement. No panel valuer will perform more than two consecutive valuations on a security property used by Angas (noting that there is no prohibition on engaging a different panel valuer who works for the same valuation firm).</td>
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<td><strong>Benchmark 6: LENDING PRINCIPLES - (LVR)</strong>&lt;br&gt;This relates to the Loan to Valuation Ratios (‘LVR’) a responsible entity of a mortgage scheme must maintain for mortgages offered by the scheme.</td>
<td>Angas satisfies this benchmark on the basis that the Board determines and reviews the LVR policy for mortgage securities in the Fund. Angas has determined that a maximum LVR of 70% will generally be applied, however the Credit Committee has a discretion to lend up to a maximum LVR of 80%. Different types of Security Properties will attract different LVR levels and is disclosed to Members within the Syndicate PDS for a Sub-Scheme. Note: a higher LVR entails greater risk to the Member. A valuation for construction and development loans will set out the current valuation of the Security Property on an “as is” basis, the cost to complete the project, and a valuation based on “upon completion” of the project. For these Mortgage Investments Angas retains sufficient funds to pay the costs to complete the project, and will not release any funds until certified by the valuer or quantity surveyor that works to be completed have been completed satisfactorily and affirmation of costs required to complete the project.</td>
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<td><strong>Benchmark 7: DISTRIBUTION</strong>&lt;br&gt;This relates to the approach a responsible entity of a mortgage scheme takes in regard to making income distributions to Members.</td>
<td>Angas satisfies this benchmark on the basis that the Fund provides direct mortgage investments via Sub-Schemes, and all distributions are specific to each Sub-Scheme and disclosed to the Members in the Syndicate PDS for that Sub-Scheme.</td>
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<td>Benchmark</td>
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<tr>
<td><strong>Benchmark 8: WITHDRAWAL ARRANGEMENTS</strong></td>
<td>Angas Direct is not a pooled fund, so Members hold their interest in a Mortgage Investment independent of any other Mortgage Investment. The Constitution prohibits early withdrawal of funds from a Mortgage Investment. Angas, in its discretion, may consider a request for early withdrawal if extenuating circumstances exist and another Investor is willing to assume the investment of the Investor, and the outgoing Investor agrees to pay costs (including legal costs) for any loss sustained by Angas or an incoming Investor. A Syndicate PDS will disclose if the Borrower has the right to repay all or part of the loan at any time before the Maturity Date of the Mortgage Investment. No Sub-Scheme is automatically extended for a further term. When a request is received from a Borrower for an extension of a Mortgage in a Sub-Scheme, it is assessed by the Credit Committee, and if approved, Angas will provide the Borrowers with an approval in writing and issue the existing Sub-Scheme Investors with a Syndicate PDS for the extension of the Sub-Scheme. If a Sub-Scheme Investor does not accept the extension of the Mortgage as proposed by the Syndicate PDS, Angas will seek to substitute another Investor for the Member seeking to withdraw.</td>
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This relates to the transparency of a responsible entity of a mortgage scheme in regards withdrawals from the Fund by Members.
Key Features
Key Features

**TERMS OF MORTGAGE INVESTMENT GENERALLY INCLUDE:**
- Term agreed at the start of a Mortgage Investment.
- Mortgage security over Real Property for Mortgage Investment.
- Pre-agreed and approved LVR.
- Qualified independent Security Property valuation.
- Investor selects and approves the Mortgage Investment.
- The Investor personally selects the Mortgage Investment and the quantum of their Contribution.
- Investments can be held in the name of a sole Investor or a syndicate of Investors.

**MORTGAGE SECURITY**
The Fund provides for Mortgage Investments secured by Real Property.

**INCOME**
Expected income is fixed at the rate set in the Syndicate PDS and commences on the date agreed by the Borrower with Angas.

**INCOME DISTRIBUTION**
Income is credited to the Investor’s nominated bank account in the manner set out in the Syndicate PDS (assuming the Borrower complies with the terms of the loan).

**MINIMUM INVESTMENT**
- The minimum Member investment in the Fund is $50,000.
- Multiples of $10,000 can be added to this amount at the commencement of a new Sub-Scheme (investment opportunity).
- Angas may accept a lower contribution to suit a Sub-Scheme at its sole discretion.

**FEE STRUCTURES**
- NIL entry fee;
- NIL exit fee except where Member requests, and is granted, an early withdrawal from a Mortgage Investment (see below);
- Management fee pre-agreed and approved at a fixed rate set in the Syndicate PDS.

**EARLY WITHDRAWAL OF MORTGAGE INVESTMENT**
Angas has a discretion to facilitate an early withdrawal from a Mortgage Investment in cases of severe hardship and if the circumstances permit including the take up of a Member’s share of the Mortgage by another Member. An early withdrawal fee will be payable together with all out of pocket and third party costs (including, but not limited to, costs for due diligence and compliance requirements, all legal, registry and other costs associated with the matter). Please refer to Early Withdrawal fees on page 26.

**RETIREMENT OF MORTGAGE MANAGER**
The Constitution of the Fund permits Angas as Mortgage Manager to terminate a Sub-Scheme. This may occur, but is not limited to, when a sole or all syndicate member(s) wish to take control of the Sub-Scheme; or when Angas can add no further value to a Sub-Scheme.
As an AFSL holder, it is a legislative requirement that Angas meet certain reporting and financial requirements. Those requirements include the terms of its AFSL and have been revised by various ASIC Class Orders from time-to-time. These and other compliance requirements are reported to the Board monthly and the independent Compliance Committee quarterly.

The Constitution is the primary document governing the relationship between the Members and Angas as the Responsible Entity. The Constitution contains extensive provisions about the legal obligations of the parties and the rights and powers of each. The Constitution can be amended by Angas where the change does not adversely affect the rights of the Members. Otherwise, a special resolution must be passed by Members at a properly called meeting. The Constitution deals with a number of important matters, including:

- the powers of the Responsible Entity;
- liability of Members;
- retirement and removal of the Responsible Entity;
- complaints handling procedures;
- rights of Members to receive income and capital from the Fund; and
- the fees payable and the expenses for which the Responsible Entity is entitled to be reimbursed.

The Compliance Plan is the document which outlines the principles and procedures that Angas follows to ensure that it complies with the provisions of the Corporations Act, ASIC policies and guidelines and the Constitution.

Angas' role is to identify, assess, approve, and manage Mortgage Investments and to act as Custodian. Angas' responsibilities, powers and duties are set out in the Fund Constitution and the Compliance Plan. Both documents have been lodged with ASIC, and copies are available for inspection from ASIC or by calling Angas on 1800 010 800.
**Risk Management**

**GENERAL**
Like any investment the Fund has an element of risk. Before making an investment in the Fund an Investor should consider their:

- specific risk assessment by investing in the Fund;
- other investments compared with the risks of the Fund;
- personal risk tolerance;
- personal investment objectives; and
- expected return and outcome from this investment.

The ASIC Benchmarks are a helpful resource, but it is also important to note that not all risk can be foreseen; therefore it is not possible for Angas to protect the value of an investment from all risks.

Angas applies a security based lending approach to Mortgage securities as an investment. Angas assumes that in a worst case scenario the Security Property in a Mortgage Investment can be realised to repay the debt with any accrued interest. This is the premise of the Security Property valuation and assessment and setting of LVR parameters. Risk generally increases as the LVR rises.

**VALUATION RISK**
All Security Property is valued by a panel valuer under instructions from Angas. A panel valuer has to qualify with necessary experience, be a member of a professional valuer body or association, and have professional indemnity insurance. Valuers are required to comply with specific written guidelines relating to valuation and independence. Valuations will generally provide two or three valuation methods. For building developments a quantity surveyor is generally engaged to certify payments and update costs to complete as the project proceeds.

Valuers and quantity surveyors instructed by Angas are not agents of Angas. They act in their own right independent of Angas. Accordingly, Angas cannot be held responsible for any errors or omissions or negligence in their conduct nor for any loss that might result.

**MORTGAGE SECURITY**
The Security Property is independently valued for suitability and market value. The Credit Committee must approve the Security Property as being acceptable for a Mortgage Investment.

Angas in its discretion may lend on second or subsequent Mortgage securities, which comes with enhanced risk in diminution of security value.

Mortgage documents are prepared and reviewed by a dedicated legal team experienced in mortgage finance, verification and validation requirements, who attend to settlement of the Mortgage.

The Borrower is required to keep any improvements on the Security Property insured at all times with the interest of the Fund recorded on the policy.

**MARKET RISK**
The Fund offers Mortgage Investments secured by Real Property so market risk is confined to factors that affect the property market. Property market risk is the risk that the whole property market declines in line with various trends in the Australian or overseas markets due to various factors, such as over-supply of real estate, interest rate movements, economic conditions or market sentiment.

Property market risk is inherent in the real estate securing the Fund’s Mortgage Investments. A general downturn in the property market can potentially cause a reduction in the value of property held by Sub-Schemes as security for a Mortgage.

The ability to fully recover the amount owing under a Mortgage (where a Borrower defaults) may be affected by a fall in property values. Members will lose money if the Borrower defaults and the Security Property sells for less than the outstanding loan amount (plus costs of the sale and interest) and the Borrower (and any guarantor) cannot then repay the remaining debt.

**CAPITAL RISK**
Capital risk is failure or delay by the Borrower to repay the capital advance on the repayment date.
This risk is managed by applying Angas' Lending Policy, due diligence, legal enquiries, credit checks and evaluation of the Borrower and the Security Property.

**Angas does not guarantee the performance of the Fund, or any Sub-Scheme or the repayment of capital invested. The risk to capital is primarily determined by the ability of Borrowers to repay Mortgages.**

During the term of a Mortgage, factors outside the control of Angas such as economic cycles, property market conditions, government policy, inflation and general business confidence can affect property values. This can inadvertently cause the emergence of a situation whereby a Security Property is required to be sold to repay a Mortgage, and may not be fully repaid if the sale fails to realise sufficient funds to satisfy the loan balance, any capitalised interest, fees, costs, and prior ranking liabilities.

Capital relating to Mortgages or investments held in other Sub-Schemes in the Fund is not available to make up any such losses.

**Note:** in situations where a Borrower defaults, Angas may form the view that it will be in an Investor’s interest that a further Investor Contribution be made (for example to complete application for development approval or outstanding site works). Where there is more than one Investor in the Sub Scheme, if one Investor declines to make any further contribution, Angas may deal with the remaining Investors on terms to be agreed with all Investors. The risk is that if insufficient further contributions are made, the Security Property may be sold as is at an enhanced loss.

**INCOME RISK**

Income risk arises primarily from a failure of the Borrower to make agreed interest payments each month. The Angas credit management program, which includes collections and interest payment monitoring, is designed to reduce this risk. The Borrower pays interest at a higher rate for late payments.

Failure of the Borrower to pay interest on time is a risk to the income of Investors in a Sub-Scheme. Angas does not underwrite the payment of interest to Investors during the term of a Sub-Scheme.

Any form of lending has an element of risk to the lender. The Angas Credit Committee assesses non-performing loans and implements appropriate and measured responses to suit the situation. Angas has legal service providers to implement collection procedures and realise on the Security Property.

**OPERATIONAL RISK**

Angas monitors all Mortgage Securities for insurance compliance, process collection and distribution of payments, and provides maturity notices to Borrowers and Investors.

Changes to government policies, regulations and taxation laws may negatively impact on the operations of Angas. Angas cannot predict future policy changes but monitors updates from ASIC and participates in industry forums to anticipate and keep ahead of changes on the horizon.

**BORROWER RISK**

A Borrower may fail to meet payment obligations or otherwise meet the terms of the loan or has other financial difficulties. This could be for a number of reasons, including:

- an inability to pay interest as a result of reduced rental income in respect of the Security Property;
- an inability to pay interest as a result of reduced income (generally);
- an environmental or demographic issue impacting on the ability of the Security Property to generate income; or
- where the applicable interest rate is variable, an increase in the underlying interest rate causes the Borrower to be unable to meet the increased interest repayments.

This could adversely affect the income attributable to a loan and the principal recoverability. Angas does not guarantee the performance of Angas Direct or the repayment of capital invested. This means an Investor could lose some or all of their investment.

**DEVELOPMENT LOAN RISK**

There is a risk with development loans that the project may not be completed or may be delayed materially. Amongst other things, this may be due to inclement weather, industrial or other disputes, council, planning, engineering, design, environmental or heritage issues. Market dynamics may change by the time the project is completed. Rising costs of construction inputs, such as labour and materials, may affect the cost required to complete a project. There is a risk that the Sub Scheme will be unable to meet the cashflow requirements to fund the property development drawdowns unless further funding is committed by Sub Scheme Investors on a pro-rata basis.
The Fund
The Fund

MORTGAGE INVESTMENT
Each Mortgage Investment is a loan to a Borrower secured by a registered Mortgage over Real Property.
For a proposed Mortgage Investment, Angas will have received a loan application from the Borrower or their broker or representative. The loan application will be assessed in accordance with Angas Lending Policy as amended by Angas from time to time.
The general profile of a loan application would be a combination of:
- Borrower – business entities, self-employed individuals or property developers and Investors;
- Loan terms – generally between 3 and 24 months;
- Loan purpose – for commercial business/investment use.

MORTGAGE ASSESSMENT
To determine the maximum loan advance to a Borrower, Angas must ascertain the value of Security Property offered for a Mortgage Investment. Angas instructs a member of its approved panel of Valuers to inspect the proposed Security Property and determine its market value for mortgage purposes.
When assessing a loan application to be funded by a Mortgage Investment Angas considers the following factors:
- A credit check of the Borrower and any loan guarantor;
- An ASIC company search for any corporate Borrower;
- The Credit Committee has a discretion to require the Borrower and/or guarantor to provide financial information supporting income.
- A market value assessment of the Security Property.
Angas expects that all loans provided by the Fund will be for commercial, business or investment purposes, and as such not subject to the National Consumer Credit Protection legislation.
Once the loan application is approved by the Credit Committee, a Syndicate PDS is prepared for prospective Investors

INVESTING IN THE FUND
To become a Member of the Fund, an Investor needs to complete the Registration Form attached to the back of this PDS.
Angas must receive a properly completed Registration Form along with appropriately certified identification documents before an Investor’s account will be established.

INVESTING IN A MORTGAGE
Angas may, but is not obliged, to send Members a Syndicate PDS from time to time. Which Members receive which Mortgage Investment offers is a matter for Angas in its sole discretion to determine.
Mortgage Investments offer Members a fixed rate of return, subject to certain factors set out in the Syndicate PDS and Members select Mortgages in which to invest.
A Syndicate PDS is prepared specifically for each Mortgage Investment.
The Syndicate PDS includes an Application Form for Members to complete and sign to accept investment in the Mortgage Investment.
Applications to invest in a Mortgage Investment are treated on a 'first come, first served' basis until sufficient applications have been received and accepted by Angas to fund the proposed Mortgage.

MORTGAGE SETTLEMENT
Investment in a Sub-Scheme is made only by completing and signing the Application Form in the Syndicate PDS for the Mortgage Investment.
Settlement of the Mortgage can only occur if:
- The Minimum Application Amount has been achieved; and
- The legal service provider has certified the Mortgage documents have been correctly executed and due diligence searches of the Security Property have been completed; and
- All requirements of the Credit Committee have been satisfied; and
- All terms and conditions required by the Transaction Documents have been met to Angas' satisfaction.
When there is more than one Member in a Sub-Scheme the proportion of each Member is calculated as the amount of their contribution against the total amount of the Sub-Scheme. This proportion is used to calculate each Member’s interest in a Sub-Scheme and the proportionate entitlements to income and benefits created from an early or overdue repayment by the Borrower.

Upon settlement of a Mortgage Investment a report is sent to each Investor in the Sub-Scheme setting out details of the Mortgage Investment including:

- A short description of the Security Property details and LVR;
- The contribution amount by the Investor (and that of others when there is more than one Investor in a Sub-Scheme);
- The interest rate, income amount and frequency of payment;
- Method of interest payment and the bank account details; and
- The likely Maturity Date of the Sub-Scheme.

**From time-to-time Mortgage Settlements may be delayed for various reasons outside the control of Angas. Angas will not pay interest on funds held in the Angas Direct Trust Account pending settlement of Mortgage Investment; or on funds retained at an Investor’s request between respective Mortgage Investments.**

**INVESTMENT INCOME**

Angas records the relationship of each Borrower and each contributing Member for each specific Mortgage Investment, and the terms and conditions of the loan agreement, including the interest payment amounts, and diarises due dates for receipt of income.

Angas calculates for each individual Sub-Scheme:

- Interest payments due from the Borrower;
- Any payment to be made to a third party approved by the Borrower;
- The management fee payment to be deducted from the interest collected for the Sub-Scheme;
- The interest to be paid to each Investor proportionate to their contribution to the Sub-Scheme;
- Any payment to be made to a third party approved by Members;

- Any overdue interest payment to be paid by the Borrower as a consequence of an event of default for non-payment of interest or some other breach under the Mortgage.

All interest payments by Borrowers are received in the Trust Account, receipted and allocated for income distribution to Sub-Scheme Members. Generally, Angas holds nominated bank account details for Members for investment income distributions.

**INVESTMENT MATURITY**

A Sub-Scheme will mature when the Mortgage in the Sub-Scheme is repaid or the Real Property the subject of such Mortgage has been sold. At that time each Member in the Sub-Scheme will receive their Investor Contribution (including any accrued interest) or their proportionate share (if any) should the Mortgage Investment suffer a loss.

It is not uncommon for a Borrower to seek to negotiate with Angas a new Mortgage term refinancing the existing Mortgage debt (and possibly additional debt). Subject to satisfactory terms and conditions being agreed with the Borrower, Angas will typically offer Investors in the existing Sub-Scheme the first opportunity to reinvest their Investor Contribution in a new Sub-Scheme on further terms and conditions outlined in a new Syndicate PDS.

**Note:** If there is a shortfall in Investor Contributions required to fund the new Sub-Scheme the practical effect may be that the Borrower is unable, from its own resources, to satisfy the existing Mortgage debt, the effect of which may be the Mortgage Investment goes into default. In that case there may be a shortfall in returning Investor Contributions.

**Note:** In some circumstances it may be in the interest of the Fund and its Members to negotiate a ‘casual default’ with a Borrower. In this scenario, the facility is allowed to run past Maturity Date so long as the Borrower agrees to pay the higher rate interest until such time as the loan is repaid in full. Agreeing to pay interest at the higher rate may include the Borrower continuing to pay interest on a monthly basis, or accruing interest until discharge, or a combination of both. By making a Mortgage Investment, you authorise Angas to negotiate with Borrowers in this manner.

**Note:** Investors should never assume that the Maturity Date of a Mortgage Investment is guaranteed. Circumstances, many outside of Angas’ control, can see Mortgage Investments successfully completed after the specified Maturity Date. Please also refer to Early Withdrawal of Mortgage Investment on page 14.
MORTGAGE MANAGEMENT

Angas monitors Borrower performance for the following events:

→ Overdue payment of interest by Borrower;
→ Overdue repayment of principal by Borrower;
→ Overdue production of Insurance Certificate for Security Property, or
→ Overdue compliance with other Mortgage terms.

Angas may allow the Borrower to remain in possession of the Security Property if the Borrower cannot remedy the default on a condition their continued occupation enhances the property and will not prejudice the Sub-Scheme Investors.
Fees and Other Costs

**Consumer Advisory Warning**

The Warning shown below is required by law. It is intended to alert Investors to the importance of value for money, the corresponding effect of fees and costs, and the impact of these over time. The example given below is not intended to represent an investment in Angas Direct as offered in this PDS. This section also outlines the fees and other costs associated with investing in Angas Direct.

<table>
<thead>
<tr>
<th>Type of Fee or Cost</th>
<th>Amount</th>
<th>How and When Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MANAGEMENT FEES</strong></td>
<td></td>
<td>Fees when you money moves in or out of the Fund. This shows fees and costs you may be charged.</td>
</tr>
<tr>
<td>Establishment Fee</td>
<td>Nil</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Contribution Fee</td>
<td>Nil</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Withdrawal Fee</td>
<td>Nil</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Termination Fee</td>
<td>Nil</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Early Withdrawal Fee</td>
<td>Up to a maximum of 2% (excluding GST) of the amount withdrawn (with a minimum of $1,000) together with all legal and other out of pocket expenses incurred by Angas.</td>
<td>Deducted from the principal withdrawn at the time of early withdrawal</td>
</tr>
<tr>
<td>Transfer Fees</td>
<td>$1,100 together with all legal and other out of pocket expenses incurred by Angas.</td>
<td></td>
</tr>
<tr>
<td>Dishonour Fees</td>
<td>$50</td>
<td></td>
</tr>
</tbody>
</table>
### MANAGEMENT COSTS

<table>
<thead>
<tr>
<th>Type of Fee or Cost</th>
<th>Amount</th>
<th>How and When Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Mortgage Management Fee</strong>&lt;br&gt;On funds invested in a Mortgage Investment</td>
<td>Varies depending on the Sub-Scheme and is advised in the Syndicate PDS. Constitution allows up to a maximum of 3.30%pa (including GST) of the amount invested in the Sub-Scheme</td>
<td>Deducted from the Interest as and when received from the Borrower in accordance with the Syndicate PDS</td>
</tr>
<tr>
<td><strong>Defaulting Mortgage Management Fee</strong>&lt;br&gt;On funds invested in a Mortgage Investment that is in arrears and the Default Interest Rate has been applied</td>
<td>Varies depending on the Sub-Scheme and is advised in the Syndicate PDS. Constitution allows up to a maximum of 6.60%pa (including GST) of the amount invested in the Sub-Scheme</td>
<td>Deducted from the Default Interest as and when received from the Borrower in accordance with the Syndicate PDS</td>
</tr>
<tr>
<td><strong>Indirect Costs</strong></td>
<td>Estimated to be 2.66%</td>
<td>Recovered as and when incurred from amounts paid to Angas by the Borrower. See further explanation on page 30.</td>
</tr>
</tbody>
</table>

*The estimate of the indirect costs is based on costs payable by Borrowers in other Mortgage Investments for the year ended 30 June 2019.

### INDIRECT COSTS

<table>
<thead>
<tr>
<th>Type of Fee or Cost</th>
<th>Amount</th>
<th>How and When Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Loan Facilitation Fee</strong></td>
<td>Minimum fee being the greater of $1,000 or 1% plus GST of the loan amount with no maximum fee set</td>
<td>Recovered as and when incurred from amounts paid to Angas by the Borrower</td>
</tr>
<tr>
<td><strong>Loan Extension Fee</strong></td>
<td>Minimum fee being the greater of $1,000 or 1% plus GST of the loan amount with no maximum fee set</td>
<td>Recovered as and when incurred from amounts paid to Angas by the Borrower</td>
</tr>
<tr>
<td><strong>Early Repayment Fee</strong></td>
<td>Being an amount up to two (2) months interest on the original loan amount at the rate of interest specified in the loan agreement</td>
<td>Recovered as and when incurred from amounts paid to Angas by the Borrower</td>
</tr>
<tr>
<td><strong>Loan Default Fee</strong></td>
<td>Being an amount up to three (3) months interest on the original loan amount at the higher rate of interest specified in the loan agreement</td>
<td>Recovered as and when incurred from amounts paid to Angas by the Borrower</td>
</tr>
</tbody>
</table>

### TRANSACTIONAL & OPERATIONAL COSTS

<table>
<thead>
<tr>
<th>Type of Fee or Cost</th>
<th>Amount</th>
<th>How and When Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Loan Discharge Fees</strong></td>
<td>Minimum fee being $500 plus GST with no maximum fee set</td>
<td>Recovered as and when incurred from amounts paid to Angas by the Borrower</td>
</tr>
<tr>
<td><strong>Legal costs (docs and duties)</strong></td>
<td>Minimum fee being $1,000 plus GST with no maximum fee set</td>
<td>Recovered as and when incurred from amounts paid to Angas by the Borrower</td>
</tr>
</tbody>
</table>

*Transaction and operational costs payable by Borrower and would be incurred by a direct Investor in Fund assets. These costs are not included in the Indirect Costs Ratio.
Additional Explanation of Fees

**MANAGEMENT COST CALCULATIONS**

The table below provides a summary of the Mortgage Investment’s estimated costs for the 12 months to 30 June 2019.

<table>
<thead>
<tr>
<th>Management Costs</th>
<th>Cost to Investor</th>
<th>Cost Payable by Borrower</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mortgage Management Fee</td>
<td>Nil</td>
<td>2.2% p.a.</td>
</tr>
<tr>
<td>Indirect Costs#</td>
<td>Nil</td>
<td>2.66% p.a.</td>
</tr>
<tr>
<td>Total Management Costs</td>
<td>Nil</td>
<td>4.86% p.a.</td>
</tr>
</tbody>
</table>

# This is the Indirect Costs Ratio (ICR) which includes the maximum estimate indirect costs as an average of the Mortgage Investment’s net assets for the 12 months to 30 June 2019. These management costs are recovered from fees and/or interest payable by the Borrower, in effect without a cost to the investor.

**FEES PAYABLE FROM FUND ASSETS**

The tables on pages 26 and 27 show fees and other costs that may be charged. These fees and costs may be deducted from the returns on an investment in accordance with the Constitution. Investors should read all the information about fees and costs because it is important to understand their impact on an investment.

All fees and other costs disclosed in this PDS are subject to change by Angas, which will give Investors not less than 30 days’ notice in advance of any such changes. Any notification given by Angas shall include advice of the date proposed for implementation of the revised fee or the introduction of a new fee.

Any applicable government or statutory charges will be passed on by Angas to Investors.

The following tables provide examples of how fees and costs in a Mortgage Investment can affect an Investors’ investment over a one-year period. Investors should use these tables to compare this investment with other managed investment products.

<table>
<thead>
<tr>
<th>EXAMPLE - MORTGAGE INVESTMENT</th>
<th>BALANCE OF $50,000 FOR THE YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilitation Fee</td>
<td>Nil</td>
</tr>
<tr>
<td>PLUS Management Costs</td>
<td>At a maximum of 3.30%pa (inc GST)</td>
</tr>
<tr>
<td>EQUALS Cost of Fund</td>
<td></td>
</tr>
</tbody>
</table>

*Additional fees may apply:

**Defaulting Mortgage Management Fee** of up to 6.60%pa (inc GST) where a Mortgage Investment is in arrears and the Default Interest Rate has been applied (between $0 and $3,300 per annum for every $50,000 invested).

And, if you leave the Mortgage Investment early (subject to Angas approval) you may also be charged an **Early Withdrawal Fee** of up to 2% (excluding GST) of the amount withdrawn (up to $1,000 for every $50,000 withdrawn).
MANAGEMENTS COSTS

Management costs for investments in a Mortgage Investment are paid from the margin between the interest rate charged to a Borrower for an individual Mortgage loan and the interest rate offered to Investors in that Mortgage. The interest rate charged to individual Borrowers varies according to a number of factors. This margin pays for all administration, staff and general office expenses, marketing and advertising, government and bank charges, the cost of licensing, preparation of Disclosure Documents and compliance with regulatory requirements.

Angas may charge a management fee for investments in a Mortgage Investment up to 3.30%pa (including GST). The actual management fee varies between Mortgage Investments and is outlined in the Syndicate PDS.

EXAMPLE: For a $50,000.00 Mortgage Investment over a 12 month period, and the mortgage is in default, where the Borrower is paying the higher rate of 17.00%pa, and Angas is applying a 4.00%pa Default Mortgage Management Fee, the Investor is therefore receiving 13.00%pa:

- Borrower pays the Fund $708.33 Interest per month (being $50,000.00 at 17.00%pa for $8,500.00 divided by 12 months); and
- Angas receives a Mortgage Management Fee of $166.67 per month (being $50,000.00 at 4.00%pa for $2,000.00 divided by 12 months); and
- Investor receives income of $541.66 per month (being $50,000.00 at 13.00%pa for $6,500.00 divided by 12 months).

Each loan is structured so that the Borrower agrees to pay a higher Interest rate on a Mortgage, but when the Borrower complies with the conditions of that Mortgage a lower Interest rate applies. If it is a Defaulting Mortgage, the Borrower must pay Interest at the higher rate. If a payment is not received from the Borrower by the due date, or an allowed grace period of up to 5 business days thereafter, the Borrower may be charged a higher ‘default rate’ for the month in which the payment is late.

The higher and lower Interest rates to be applied to a Mortgage, and the Mortgage Management Fee and Defaulting Mortgage Management Fee are advised in the Syndicate PDS for each Sub-Scheme.

EXAMPLE: For a $50,000.00 Mortgage Investment over a 12 month period, where the Borrower is paying 12.00%pa, and Angas is applying a 2.00%pa Mortgage Management Fee, the Investor is therefore receiving 10.00%pa:

- Borrower pays the Fund $500.00 Interest per month (being $50,000.00 at 12.00%pa for $6,000.00 divided by 12 months); and
- Angas receives a Mortgage Management Fee of $83.33 per month (being $50,000.00 at 2.00%pa for $1,000.00 divided by 12 months); and
- Investor receives income of $416.67 per month (being $50,000.00 at 10.00%pa for $5,000.00 divided by 12 months).

FEES AND COMMISSIONS PAYABLE TO THIRD PARTIES

The fees due for work commissioned by Angas in preparing and settling a Mortgage, such as valuers and legal service providers, are paid for by the Borrower at the cost charged by the service provider, and have no impact on Investor returns.

Angas may choose to pay authorised intermediaries’ commissions for referring Borrowers to the Fund. These commissions are paid at Angas’ sole discretion from the Loan Facilitation Fees or Angas’ own resources and have no impact on Investor returns.

Borrowers may nominate to pay additional interest on their Mortgage to cover trailing commissions to their finance broker or advisor. In accordance with Angas policy, the maximum interest rate margin to be applied to a mortgage for trailing commission is 1.00%. This will be negotiated between the Borrower and their adviser and be added to the Mortgage interest rate paid by the Borrower and collected and paid by Angas for the term of the loan. The nominated trailing commission is advised in the Syndicate PDS for each Sub-Scheme, and has no impact on Investor returns.

EXAMPLE: For a $50,000.00 Mortgage Investment over a 12 month period, where the Borrower is paying 12.50%pa, and 0.50% is paid to their Broker, and Angas is applying a 2.00%pa Mortgage Management Fee, the Investor is therefore receiving 10.00%pa:

- Borrower pays the Fund $520.83 Interest per month (being $50,000.00 at 12.50%pa for $6,250.00 divided by 12 months); and
- Broker receives a Mortgage Management Fee of $20.83 per month (being $50,000.00 at 0.50%pa for $250.00 divided by 12 months); and
- Angas receives a Mortgage Management Fee of $83.33 per month (being $50,000.00 at 2.00%pa for $1,000.00 divided by 12 months); and
- Investor receives income of $416.67 per month (being $50,000.00 at 10.00%pa for $5,000.00 divided by 12 months).
No commissions are paid by Angas to financial planners; however an Investor may nominate to pay a portion of the interest income from their Mortgage Investment to their financial planner or investment advisor. This will be negotiated between the Investor and their adviser and be deducted from the Mortgage interest income due to the Investor and paid by Angas for the term of the loan. The nominated payments are advised in the Members Mortgage Contribution report provided at the time of settlement of the Mortgage, and the Members Mortgage Summary report issued periodically to the Investor.

**Note:** This nomination does not represent the Investor appointing another person or entity (including their Financial Adviser) with legal capacity to contract as their authorised representative to operate their Mortgage Investments.

**EXAMPLE:** For a $50,000.00 Mortgage Investment over a 12 month period, where the Borrower is paying 12.00%pa, and Angas is applying a 2.00%pa Mortgage Management Fee, the Investor is therefore receiving 10.00%pa, but 0.50% is paid to their Financial Planner:

- Borrower pays the Fund $500.00 Interest per month (being $50,000.00 at 12.00%pa for $6,000.00 divided by 12 months); and
- Angas receives a Mortgage Management Fee of $83.33 per month (being $50,000.00 at 2.00%pa for $1,000.00 divided by 12 months); and
- Investor receives income of $395.84 per month (being $50,000.00 at 9.50%pa for $4,750.00 divided by 12 months); and
- Financial Planner receives a Mortgage Management Fee of $20.83 per month (being $50,000.00 at 0.50%pa for $250.00 divided by 12 months).

**FEES PAYABLE BY BORROWERS**

Angas also receive fees and charges from Borrowers for providing lending services. These fees have no impact on the Investors or returns generated from the Fund, and may be shared with the introducers of the loans to Angas. The Borrowers’ fees include:

- **LOAN FACILITATION** fees which are negotiable depending on the complexity and competitiveness of the loan with the minimum fee being the greater of $1,000 or 1.00% (plus GST) of the loan amount with no maximum fee set. This fee covers the cost of servicing the loan sourcing network, data collection, loan application, loan assessment and the approval process, instructing valuers, and instructing solicitors to provide documentation, settle the loan and register the Mortgage. These fees may also be used to meet general administration costs such as salaries, insurance, rent, telephone and advertising costs, etc.

- **LOAN EXTENSION** fees when a loan matures and is continued for another term, which may also include an increase in the amount borrowed. Fees are calculated on the loan amount borrowed and commence from a minimum fee of $1,000 or 1.00% (plus GST) of the loan amount with no maximum fee set. This fee covers the cost of reviewing the loan file, the payment record of the Borrower and may include updating information held such as the valuation, credit checks, statement of position and serviceability. It will also cover the cost of any documentation required to renew/extend the loan and communicating with the Investors involved in the loan in respect to the renewal or otherwise of their Mortgage Investment.

- **EARLY REPAYMENT** fee can be charged for a loan repaid in full prior to the contracted Maturity Date, being an amount up to two (2) months interest on the original loan amount at the rate of interest specified in the loan agreement. Any early repayment fee is NOT guaranteed and, in some circumstances, may be nil.

**OPERATING EXPENSES**

The Constitution of the Fund allows for ongoing operating expenses [such as registry, audit, taxation advice and offer documents] to be paid directly from the Fund. Until further notice, Angas will pay such amounts from its management fees, except where the expense relates to custody, audit or a specific transaction.
THE CONSTITUTION

The Constitution of the Fund is dated 23 June 2011, and is a legal contract between Angas and Members. Together with the Corporations Act, the Constitution governs the relationship between Angas and Members, the duties of Angas as the Responsible Entity and the way it must operate the Fund.

The Constitution deals with a wide range of issues including, but not limited to:

> Members’ rights, duties and obligations;
> Angas’ rights, duties and obligations;
> Angas’ powers to invest, borrow, and to recover all expenses associated with operating the Fund from the Fund assets;
> to the extent permitted by law, the limitation of the liability of Members to the amount of their Investment;
> Angas’ right to be indemnified by the Fund against any claim, action, damage, loss, liability, costs, expense or payment which it incurs or is liable for, provided that, it does not arise from fraud, negligence or wilful default of Angas or its employees; and
> the process by which Angas may retire or be removed as the Responsible Entity of the Fund. Angas may be removed by Members and a new Responsible Entity may be appointed by an extraordinary resolution passed at a meeting of Investors.

This PDS contains only a summary of some of the provisions of the Constitution. Angas may change the Constitution in accordance with the Corporations Act. However, any change that may adversely affect Members’ rights must be approved by special resolution of the Members.

THE COMPLIANCE PLAN

Angas has prepared a Compliance Plan for the Fund which has been lodged with ASIC. The Compliance Plan outlines the principles and procedures Angas will follow to ensure it complies with its AFSL, the Corporations Act, the Fund Constitution, and ASIC regulations.

The Compliance Plan deals with a wide range of issues including, but not limited to:

> the establishment of an independent Compliance Committee;
> the appointment of an Auditor for the Fund to audit the Fund on behalf of Members;
> the appointment of an Auditor for the Compliance Plan; and
> having a documented dispute resolution process in place, including being a member of an external dispute resolution service approved by ASIC.

THE COMPLIANCE COMMITTEE

Angas has appointed a Compliance Committee with a majority of members being independent of the Board. The Compliance Committee’s role is to monitor the extent to which Angas complies with the Compliance Plan, this PDS, any subsequent PDS or Disclosure Document.

AML ACT

Angas is a reporting entity pursuant to the AML Act and as such must meet the identification and verification requirements set by AUSTRAC. This includes the identification of Investors and Borrowers and adopting certain risk protocols to prevent money laundering or terrorism financing activities affecting the Fund and its Members. The performance of that requirement is reviewed annually by the Compliance Auditor.

TAXATION

Angas recommends Investors obtain their own advice regarding tax and social security laws which are both complex and subject to change. Angas notes that the acquiring, holding and disposing of interests in managed investment schemes can have taxation and social security implications for Investors.

The Fund is not liable for income tax as all income is distributed to Members. Australian resident Investors will need to include in their taxable income for the year any taxable income distributed to them by the Fund. This remains the case where distributions are reinvested or payment is not actually received in that financial year.
Angas is required to collect information about the tax status of Investors, including whether the Investor is a US citizen or resident for US tax purposes, and other relevant information under the Foreign Account Compliance Act ("FACTA") and Common Reporting Standard ("CRS") rules. If an Investor is identified as a foreign resident, its account information may be reported to ATO under the FACTA and CRS rule, who in turn may share this information with foreign tax authorities.

For non-residents of Australia, Angas will deduct the appropriate withholding tax.

GST is not payable on the issue, withdrawal or transfer of interests in the Fund as these are input-taxed financial supplies for GST purposes.

Investors do not need to be registered for GST to invest in the Fund.

Fees and expenses in respect of the management of the Fund are subject to GST. In certain circumstances the Fund may be entitled to reduced input tax credits of 75% of GST paid which effectively reduces the GST payable from 10% to 2.5%.

Members may choose to provide Angas with their tax file number (TFN), TFN exemption or ABN (if applicable) by completing the TFN or ABN notification section of the Registration Form accompanying this PDS. It is not compulsory for Investors to quote their TFN, exemption or ABN, but if not quoted, Angas is required to deduct tax from any income distributions payable to you at the maximum personal rate, plus Medicare levy, together with any other applicable government charges. Angas is authorised to collect TFN, exemption or ABN by law and may only use it for the purposes permitted by law.

**RIGHTS & LIABILITY**

The rights of the Investor are set out in this PDS, the Constitution, the Corporations Act, and other relevant laws. Each Investor has a beneficial interest in the Mortgage Security identified by the specific investment for their Sub-Scheme. However the Investor does not have any entitlement to any other Mortgage Security or asset of the Fund. The rights of the Investor can be varied by changes to the Constitution, the Corporations Act and any related laws.

An Investor by investing in the Fund agrees to indemnify Angas against any losses they may suffer from their investment in Angas.

The Constitution provides that Angas may claim indemnity from the Fund. Angas is not entitled to be indemnified by the Fund unless it acts in good faith and without fraud or negligence. The extent of the indemnity is limited to the value of the Fund assets.

**COMPLAINTS**

The Constitution provides a mechanism for Members to make any complaints known to Angas. Complaints should be made to:

**COMPLAINTS OFFICER**

GPO Box 2948
Adelaide SA 5001
Phone: 1800 010 800
Fax: (08) 8410 4355
Email: reception@angassecurities.com

The Complaints Officer has a maximum of forty-five (45) days from the date of the complaint being first received by Angas in which to satisfactorily resolve the complaint.

If the response to the complaint by Angas is not satisfactory, Members may refer the matter to the Australian Financial Complaints Authority (AFCA). For further details go to the AFCA website: www.afca.org.au
### The Investment Process

<table>
<thead>
<tr>
<th>STEP</th>
<th>PROCESS</th>
<th>WHO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Read this PDS and consider whether investment in the Fund is suitable to you</td>
<td>YOU</td>
</tr>
<tr>
<td>2</td>
<td>To become a Member of the Fund, complete the Registration Form contained at the back of this PDS and provide it to Angas, along with the specified ID requirements</td>
<td>YOU</td>
</tr>
<tr>
<td>3</td>
<td>Angas receives the Registration Form and sources Mortgage Investments potentially suitable to Members of the Fund</td>
<td>ANGAS</td>
</tr>
<tr>
<td>4</td>
<td>Angas receives finance proposals and, if deemed acceptable, undertakes appropriate Borrower checks, Security Property valuations, credit and risk assessment</td>
<td>ANGAS</td>
</tr>
<tr>
<td>5</td>
<td>Angas reviews and assesses the information gathered and provides the Borrower with a finance offer approved by the Credit Committee as suitable for a Mortgage Investment Sub-Scheme</td>
<td>ANGAS</td>
</tr>
<tr>
<td>6</td>
<td>Angas proposes a Sub-Scheme by issuing a Syndicate PDS to Members of the Fund outlining Borrower, Security and transaction details of the Mortgage Investment</td>
<td>ANGAS</td>
</tr>
<tr>
<td>7</td>
<td>The Members consider the Syndicate PDS, and if wishing to invest in the Sub-Scheme, complete and return the Application Form within the Syndicate PDS</td>
<td>YOU</td>
</tr>
<tr>
<td>8</td>
<td>Once the Syndicate PDS is accepted, and the Minimum Application Amount achieved, Angas instructs the preparation of the Loan Agreement, Mortgage(s) and any other Transaction Documents required</td>
<td>ANGAS</td>
</tr>
<tr>
<td>9</td>
<td>Angas arranges execution of the Transaction Documents with the Borrower and coordinates a settlement date for the Mortgage Investment</td>
<td>ANGAS</td>
</tr>
<tr>
<td>10</td>
<td>Investor(s) provide their Investor Contribution to the Sub-Scheme to be deposited into the Angas Direct Trust Account in readiness for settlement</td>
<td>YOU</td>
</tr>
<tr>
<td>11</td>
<td>Angas arranges settlement of the Sub-Scheme and lodgement of the Mortgage and other Transaction Documents for registration and disburses funds as requested by the Borrower</td>
<td>ANGAS</td>
</tr>
<tr>
<td>12</td>
<td>Angas issues the Sub-Scheme Investors with a Members Mortgage Contribution report as confirmation of settlement of the Mortgage Investment</td>
<td>ANGAS</td>
</tr>
<tr>
<td>13</td>
<td>Angas collects interest and remits the Net Income of the Sub-Scheme to the Investors in accordance with the Mortgage Investment</td>
<td>ANGAS</td>
</tr>
<tr>
<td>14</td>
<td>Angas monitors Borrowers adherence to the terms and conditions of the Mortgage and actions any defaults accordingly on behalf of the Investors</td>
<td>ANGAS</td>
</tr>
<tr>
<td>15</td>
<td>Angas advises the Sub-Scheme Investors of the impending maturity of a Mortgage Investment Sub-Scheme</td>
<td>ANGAS</td>
</tr>
<tr>
<td>16</td>
<td>Upon Maturity of the Sub-Scheme, Angas will, in accordance with the Loan Agreement, collect the principal and any other amounts owing under the Mortgage and disburse funds to Investors.</td>
<td>ANGAS</td>
</tr>
</tbody>
</table>
Glossary of Terms
### Glossary of Terms

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AFSL</strong></td>
<td>Australian Financial Services Licence.</td>
</tr>
<tr>
<td><strong>Angas</strong></td>
<td>Angas Securities Limited ACN 091 942 728.</td>
</tr>
<tr>
<td><strong>Application Form</strong></td>
<td>Any form which Angas permits a person to use for acquiring an interest in a Mortgage Investment Sub-Scheme.</td>
</tr>
<tr>
<td><strong>ASIC</strong></td>
<td>The Australian Securities and Investments Commission or any regulatory body which replaces it or performs its functions</td>
</tr>
<tr>
<td><strong>ASIC Policy</strong></td>
<td>A policy issued by ASIC, including any consolidations, amendments, re-enactments or replacements of policy.</td>
</tr>
<tr>
<td><strong>ASIC Relief</strong></td>
<td>A class order or other instrument issued by ASIC which provides relief to a Sub Scheme.</td>
</tr>
<tr>
<td><strong>Austrac</strong></td>
<td>The Australian Transactions Reports and Analysis Centre.</td>
</tr>
<tr>
<td><strong>Borrower</strong></td>
<td>Any person who Angas approves to borrow Members’ funds through a Sub-Scheme.</td>
</tr>
<tr>
<td><strong>Corporations Act</strong></td>
<td>The Corporations Act 2001 (Cth).</td>
</tr>
<tr>
<td><strong>Credit Committee</strong></td>
<td>The Committee established by the Board of Angas which approves and oversees Mortgage Investments in accordance with Angas’ policies in force from time to time.</td>
</tr>
<tr>
<td><strong>Custodian</strong></td>
<td>Angas as custodian for the Fund, refer to page 6 for its principal roles.</td>
</tr>
<tr>
<td><strong>Defaulting Mortgage</strong></td>
<td>A Mortgage under which Mortgagor is in default for more than thirty (30) consecutive days, in accordance with its terms and conditions.</td>
</tr>
<tr>
<td><strong>Disclosure Document</strong></td>
<td>A PDS (including supplementary or replacement PDS), Syndicate PDS and any other documents (in writing, electronic or otherwise) circulated or distributed by Angas under which an interest in a Sub-Scheme may be offered.</td>
</tr>
<tr>
<td><strong>Fund</strong></td>
<td>Angas Direct ARSN 151 979 645.</td>
</tr>
</tbody>
</table>
| **Fund Assets**       |   > a Mortgage;  
        > cash held up to three (3) months in a Trust Account;  
        > funds received from Members within the previous six (6) months held in a Trust Account;  
        > any property or chose in action which from time to time may be classified as a Special Custody Asset under ASIC Policy, ASIC Relief or Angas AFSL. |
<table>
<thead>
<tr>
<th><strong>Investor</strong></th>
<th>Any person who has applied for an interest in a Sub-Scheme.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Investor Contribution</strong></td>
<td>The consideration from an Investor in respect of interests acquired in a Sub-Scheme.</td>
</tr>
<tr>
<td><strong>LVR</strong></td>
<td>Loan to Valuation Ratio calculated by the loan amount divided by the Security Property valuation and expressed as a percentage.</td>
</tr>
<tr>
<td><strong>Maturity Date</strong></td>
<td>The day on which scheduled principal and interest of a Mortgage falls due for payment as specified in the Syndicate PDS for a Sub-Scheme.</td>
</tr>
<tr>
<td><strong>Member</strong></td>
<td>A person registered on the Register in respect of the Fund.</td>
</tr>
<tr>
<td><strong>Minimum Application Amount</strong></td>
<td>The amount set by Angas as the minimum amount to be received from contributing Members for each Mortgage Investment which will equate to the loan amount to be provided under the Mortgage Investment.</td>
</tr>
</tbody>
</table>
| **Mortgage** | (a) any instrument registered or registrable as a legal mortgage in respect of land and improvements thereon, securing a primary obligation of any person to pay any sum or sums;  
(b) the making of a loan upon the security (whether by way of a mortgage or otherwise) of a Real Property, where written confirmation from a solicitor is available to the Responsible Entity which certifies that the title is in order, the mortgage (if any) is registered or will be registered and that the buildings on the property are insured;  
(c) the purchase of any mortgage security complying with the requirements of the second paragraph of this definition where a valuation of the mortgage security is given within 6 months prior to the date of acquisition of that mortgage security and where the right title and interest of the mortgagee in the loan, the security and the insurance contracts or policies relating thereto are assigned or transferred by the mortgagee to Angas;  
(d) any instrument or documents of title held under a mortgage where:  
(i) particular Members have a specific beneficial or legal interest in the mortgage  
(ii) the mortgage was acquired after disclosure in writing to the relevant Members (at the time of acquisition) of all information that would have been required to be in a product disclosure statement if an offer of interests in the Sub-Scheme conferring rights in connection with the mortgage had been made immediately prior to the mortgage;  
(iii) either:  
1. the mortgage was acquired on the specific direction of the relevant Members (at the time of acquisition of the interest); or  
2. Members are able to withdraw from that mortgage for a period of fourteen (14) days commencing on the date of disclosure under paragraph (d)ii; and  
(iv) The Sub-Scheme does not involve the mortgage being sold prior to its discharge; and  
(e) any instrument or documents of title held under a mortgage that comes within the meaning of a mortgage asset under ASIC Policy, ASIC Relief or Angas’ AFSL. |
<p>| <strong>Mortgage Investment</strong> | A Sub-Scheme that begins on a date to be determined by Angas but no later than the Mortgage Settlement date and expires on its Maturity Date as set out in the Syndicate PDS. |</p>
<table>
<thead>
<tr>
<th><strong>Net Income of a Sub-Scheme</strong></th>
<th>All of the income collected by Angas less all amounts which Angas is authorised to deduct from the income of the Sub-Scheme pursuant to the Constitution.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PDS</strong></td>
<td>Product Disclosure Statement.</td>
</tr>
<tr>
<td><strong>Privacy Act</strong></td>
<td>The Privacy Act 1988 (Cth).</td>
</tr>
<tr>
<td><strong>Real Property</strong></td>
<td>Land (including tenements and hereditaments corporeal and incorporeal and every estate and interest whether vested or contingent freehold or leasehold and whether at law or in equity) wheresoever situated. Without limitation, this includes any equity of redemption, and fixtures to land and any property to be used in association with any land or fixtures that Angas may from time to time consider to be calculated to enhance the value of or render profitable any land or fixtures.</td>
</tr>
<tr>
<td><strong>Register</strong></td>
<td>A register established by the Responsible Entity recording Members and the holders of interests in each Sub-Scheme.</td>
</tr>
<tr>
<td><strong>Registration Form</strong></td>
<td>The form for registering as a Member of the Fund contained in the current PDS.</td>
</tr>
<tr>
<td><strong>Responsible Entity</strong></td>
<td>Angas or any subsequent Responsible Entity of the Fund from time to time.</td>
</tr>
<tr>
<td><strong>Security Property</strong></td>
<td>Real Property mortgaged as security for a loan made in relation to a Mortgage Investment.</td>
</tr>
<tr>
<td><strong>Sub-Scheme</strong></td>
<td>A managed investment scheme established under the Constitution, and each Mortgage Investment.</td>
</tr>
<tr>
<td><strong>Syndicate PDS</strong></td>
<td>A document that supplements this PDS and relates to a specific Mortgage Investment proposed to be issued by Angas in such form and containing such information as Angas determines appropriate.</td>
</tr>
</tbody>
</table>
| **Transaction Document** | - the loan agreement;  
- any document creating a Mortgage;  
- any agreement relating to the priority of a Mortgage;  
- any agreement or instrument agreed to, contemplated or delivered pursuant to a Mortgage. |
| **Trust Account** | An account with an Australian Authorised Deposit-Taking Institution styled as a trust account that is audited at least once every six months by a registered company auditor where the auditor’s report states that in the auditor’s opinion the account has been operated in accordance with the trust:  
- pending payments to Members;  
- to meet expected expenses (not including investments) over a three (3) month period; or  
- pending application in acquiring a Mortgage and paying any fees and costs incidental to the acquisition. |
Guide to Registration
Guide to Registration

Applicants may be one or more Individuals, Partnerships, Companies, Trusts or Superannuation Funds.

INDIVIDUALS
PROVIDE GIVEN NAMES IN FULL, NOT INITIALS.
EXAMPLE: Michael John Smith
INCORRECT: M J Smith; Mick Smith
✓ Signature of Investor required
✓ Identification of Investor required
✓ TFN of Investor required

JOINT INVESTORS
PROVIDE GIVEN NAMES IN FULL, NOT INITIALS.
EXAMPLE: Michael John Smith and Sara Jane Smith
INCORRECT: M J Smith and S J Smith
✓ Signature of both Investors required
✓ Identification of both Investors required
✓ TFN of both Investors required
✓ Agree to hold the interests as joint tenants
✓ Agree all liability shall be both joint and several
✓ State whether one or both signatures are required for written withdrawal requests and applications

PARTNERSHIPS
PROVIDE THE PARTNERS’ PERSONAL NAMES IN FULL, NOT THE PARTNERSHIP.
EXAMPLE: Michael John Smith and Robert Jones
INCORRECT: Smith & Jones
✓ Signature of both partners required
✓ Identification of both partners required
✓ TFN of the partnership required
✓ Agree all liability shall be both joint and several
✓ Acknowledge you are a partner in the partnership and are investing on behalf of the partnership
✓ Acknowledge you have the authority to bind the partnership
✓ State whether one or both signatures are required for written withdrawal requests and applications

COMPANIES
PROVIDE THE FULL COMPANY NAME, NOT ABBREVIATIONS.
EXAMPLE: MNO Pty Ltd
INCORRECT: MNO; MNO Co, MNO P/L
✓ Signature of two directors, or director and Company secretary, or sole director
✓ Copy of Certificate of Incorporation required
✓ ASIC company search to be performed by Angas
✓ TFN of the Company required
✓ Acknowledge you are the officer(s) of the company
✓ Acknowledge you have the authority to bind the company
✓ State whether one or more signatures are required for written withdrawal requests and applications

TRUSTEES & SUPER FUNDS
PROVIDE THE FULL NAME OF TRUSTEE(S) OR CORPORATE TRUSTEE, AND OF THE SUPERANNUATION FUND OR TRUST, NO ABBREVIATIONS.
EXAMPLE: Michael John Smith as trustee for Smith Superannuation Fund; MNO Pty Ltd as trustee for Smith Superannuation Fund
INCORRECT: MJ Smith ATF Smith Super Fund; MNO ATF Smith Super Fund
✓ Signature of the trustee(s), or signature of two directors, or director and company secretary, or sole director for a corporate trustee.
✓ Copy of Trust Deed required
✓ Identification of individual trustees required
✓ ASIC company search to be performed by Angas for corporate trustees
✓ TFN of the Superannuation Fund or Trust required
✓ Acknowledge that investing in the Fund is an authorised investment of the trust
✓ If joint trustees or company state whether one or more signatures are required for written withdrawal requests and additional applications
POWER OF ATTORNEY

PROVIDE GIVEN NAMES IN FULL OF INVESTOR AND ATTORNEY, NOT INITIALS.

EXAMPLE: Michael John Smith as power of attorney for Betty Mary Smith

INCORRECT: B M Smith

✓ Signature of attorney required
✓ Certified copy of Power of Attorney required
✓ Identification of Investor and attorney required
✓ TFN of Investor required

COMMUNICATION

➢ All communications from Angas will be sent to the nominated address on the Registration Form.
➢ For joint applicants only one address is required, unless otherwise stipulated.
➢ Business telephone, facsimile, home and mobile telephone, and e-mail address details to be provided for all applicants.

CONTRIBUTIONS

➢ Nominate whether you:
  ➢ require Angas to hold investment monies in its Trust Account pending placement in a Mortgage Investment;
  ➢ will hold your investment monies pending application for investing in a Sub-Scheme upon being issued a Syndicate PDS for a Mortgage Investment.
➢ Contributions can be provided to Angas with the lodgement of the Registration Form and held as nominated by you.
➢ Contributions can be made by:
  ➢ Bank cheque made payable to Angas Direct and crossed “not negotiable”;
  ➢ Direct deposit to the Trust Account.
➢ Further investment contributions can be made at any time after registration by:
  ➢ depositing into the Trust Account pending placement in a Mortgage Investment;
  ➢ applying to invest in a Sub-Scheme upon being issued a Syndicate PDS and accepting a Mortgage Investment.

MATURENIES

➢ For investment monies to be returned to you through a withdrawal or from a maturing Sub-Scheme, you need to provide the bank and branch, BSB and account number, and the full name of a bank account Angas can direct deposit to by electronic funds transfer.
➢ At the time you can nominate whether you want Angas to:
  ➢ hold monies in the Trust Account pending placement in a Mortgage Investment;
  ➢ direct deposit monies to your nominated bank account by electronic funds transfer.

INCOME

For investment income to be distributed from Mortgage Investments, you need to provide the Bank and Branch, BSB and Account Number, and the full name of a bank account Angas can direct deposit to by electronic funds transfer.

REGISTRATION

The Corporations Act prohibits any person from passing onto another person the Registration Form which was attached to this PDS unless the Registration Form is attached to or accompanying a complete and unaltered copy of the PDS.

By completing the Registration Form attached to this PDS you are registering an interest in becoming an Investor in the Fund. Monies will only be accepted when a Registration Form and Application Form is competed and lodged with Angas.

Angas has the right to accept or reject any registration.

ATTORNEY

By completing and lodging this Registration Form each Member irrevocably appoints Angas as their respective attorney in accordance with the Fund Constitution.

Each attorney may at any time do any acts contemplated by the Constitution including complete the schedule to the Loan Agreement and any security documents as identified in a Syndicate PDS and:
  ➢ sign any instrument on behalf of;
  ➢ do any act of behalf of; and
  ➢ use the name of,
the Member or Investor to give effect to any document relating to the registration, discharge and enforcement of the Loan Agreement or Mortgage.

The attorney may delegate its powers to any person for any period, and may revoke the delegation.

DECLARATION

By completing and lodging this Registration Form you:
  ➢ declare you have read and understood this PDS;
  ➢ acknowledge and agree to be bound by the provisions of the Constitution and the conditions of the offer set out in this PDS to the extent required by law.
LODGEMENT
All Registration Forms are to be lodged with Angas:

IN PERSON AT:
Angas Securities Limited
Level 14, 26 Flinders Street,
ADELAIDE SA 5000

or

Suite 12, 448 Roberts Road,
SUBIACO WA 6008

BY MAIL TO:
Angas Securities Limited
GPO Box 2948
Adelaide SA 5001
Registration Form
Investor Details

TRUST OR SUPERANNUATION FUND

NAME

TFN ______________________ ABN ______________________

ADDRESS

COMPANY (in its own right and/or as a trustee for the above)

NAME

TFN ______________________ ABN ______________________

ADDRESS

PHONE ______________________ EMAIL ______________________

INDIVIDUALS (in their own right or as a trustee or director/secretary for the above)

#1 Single ☐ Joint ☐ Partnership ☐ Trustee ☐ Director / Secretary ☐

NAME

Are you a tax resident of another country? If yes, please state which country ☐ No ☐ Yes

COUNTRY ______________________

TFN ______________________

ADDRESS

DATE OF BIRTH ______________________ MOBILE ______________________

PHONE ______________________ EMAIL ______________________
**Investor Details (Continued)**

<table>
<thead>
<tr>
<th>#2</th>
<th>Single</th>
<th>Joint</th>
<th>Partnership</th>
<th>Trustee</th>
<th>Director / Secretary</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are you a tax resident of another country? If yes, please state which country</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COUNTRY</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TFN</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>#3</th>
<th>Single</th>
<th>Joint</th>
<th>Partnership</th>
<th>Trustee</th>
<th>Director / Secretary</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are you a tax resident of another country? If yes, please state which country</td>
<td>No</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>COUNTRY</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TFN</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Contact Details**

**All communications to be sent to:**

<table>
<thead>
<tr>
<th>ADDRESS</th>
<th></th>
<th>PHONE</th>
<th>EMAIL</th>
<th>NAME</th>
<th>FAX</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Account Details

All contribution funds to be deposited to:

NAME

BANK

BSB

BRANCH

ACCOUNT NO.

All distribution funds to be deposited to:

NAME

BANK

BSB

BRANCH

ACCOUNT NO.

Investment Details

Please provide investment preferences:

POTENTIAL FUNDS AVAILABLE TO INVEST $ 

MAXIMUM AMOUNT IN ONE SUB-Scheme $ 

☐ Angas to hold Investment Contribution Funds in its Trust Account pending placement

☐ Angas to return all Contribution Funds to nominated bank account upon successful maturity of a Sub-Scheme
Signature Details

This Registration Form must be read in conjunction with the Product Disclosure Statement dated 1 January 2020 issued by Angas Securities Limited ACN 091 942 728, under AFSL No 232 479, for Angas Direct ARSN 151 979 645, and must not be issued to any person unless they have received a copy of the Product Disclosure Statement.

I / we hereby apply for registration in Angas Direct, and in doing so acknowledge, agree and understand that:

- I / we declare that the details given in this form are true and correct.
- I / we have legal authority to invest in accordance with this Registration.
- I / we agree to be bound by the terms of the Fund’s Constitution.
- I / we acknowledge that we have received and read a copy of the Product Disclosure Statement and agree to its terms.
- I / we acknowledge and accept that Angas Securities Limited may send us at its discretion from time-to-time one or more Syndicate PDS in respect of mortgage investment opportunities.
- I / we authorise Angas Securities Limited to deduct its management fee on a monthly basis from my distributions.
- I / we agree that we will not disclose any information contained in any Syndicate PDS provided to us to any other person except to its professional advisers for the sole purpose of determining whether to invest in a particular Mortgage Investment.
- I / we acknowledge that Angas Securities Limited may accept or reject any application.
- I / we acknowledge that Angas Securities Limited, as Manager and the Custodian, does not guarantee the performance of the Fund or the repayment of capital or any particular rate of return or any distribution.
- I / we understand that Angas Securities Limited cannot provide me / us with advice and that if I / we require advice I / we should consult a licensed financial adviser.
- I / we understand and acknowledge that Angas Securities Limited is authorised to collect Tax File Numbers (TFN) by law, and whilst you are not required to provide your TFN, if you do not, or do not provide exemption details, Angas Securities Limited is required to withhold tax from income distributions at the highest marginal tax rate plus the Medicare levy.
- I / we confirm that I / we have honestly stated our tax residency status.
- I / we understand that Angas Securities Limited may disclose my / our information (or parts of it) to government agencies that may lawfully request information from time-to-time, or in other circumstances where required by law to do so.
- I / we understand that Angas Securities Limited may disclose my / our information (or parts of it) to its service providers to enable the printing, distribution and administration of documentation related to services.
- I / we understand that Angas Securities Limited may use my / our information on occasions, to inform you about other services or products offered.
- I / we hereby irrevocably appoint Angas Securities Limited ACN 091 942 728 and any Director, agent, attorney or substitute nominated by it to be my / our attorney for the purposes of performing the duties of provided under the Constitution of the Fund and the applicable loan agreement and mortgage security documents in relation to any investment in a Sub-Scheme or Mortgage Investment in which I / we invest.

SIGNATURES REQUIRED FOR INVESTMENT APPLICATIONS AND REDEMPTIONS

- Single
- Joint - one to sign
- Joint - both to sign
- Other

1. SIGNATURE  
   DATE

2. SIGNATURE  
   DATE

3. SIGNATURE  
   DATE

NOTE: IF SIGNING UNDER A POWER OF ATTORNEY, YOU MUST PROVIDE THE APPROPRIATE IDENTIFICATION AND A CERTIFIED COPY OF THE POWER OF ATTORNEY INCLUDING THE APPROPRIATE SIGNATURES, AND ARE VERIFYING THAT AT THE TIME OF SIGNING YOU HAVE NOT RECEIVED NOTICE OF REVOCATION OF THAT POWER.
Identification / Verification

In accordance with the AML Act, prior to accepting a registration form, Angas Securities is required to obtain the following identification and verification information for Investors.

**TRUST OR SUPERANNUATION FUND**

- A certified copy of the Trust Deed (including any variations)
- Identification of the Trustees, either as Individuals or Company per below

**COMPANY**

- A certified copy of the Certificate of Registration
- Identification of the Directors as Individuals per below
- A company search conducted on the ASIC database (performed by Angas Securities)

**INDIVIDUALS**

- A certified copy of a current Drivers Licence OR Passport issued in Australia or overseas that contains a photograph and signature

**IF UNABLE TO PROVIDE A CERTIFIED COPY OF A DRIVERS LICENCE OR PASSPORT, THEN BOTH ONE PART A DOCUMENT AND ONE PART B DOCUMENT ARE REQUIRED:**

**PART A**

- A certified copy of a Birth Certificate issued by an Australian State or Territory or an overseas government, the United Nations or an agency of the United Nations

**PART B**

- A notice that was issued by the Commonwealth or an Australian State or territory within the preceding 12 months that contains the name of the individual and current address, and records the provision of financial benefits to the individual (eg a Centrelink letter confirming entitlement to assistance payments).

- A notice that was issued by a local government or utilities provider within the preceding 3 months that contains the name of the individual and current address, and records the provision of services by that body to that individual and /or to their address (eg an electricity bill or rates notice).

- For a person under the age of 18, a notice that was issued by a school principal within the preceding 3 months that contains the name of the individual and current address, and records the period of time that the individual attended the school.
OFFICES

ADELAIDE
Level 14, 26 Flinders Street,
ADELAIDE SA 5000
GPO Box 2948,
ADELAIDE SA 5001
Phone: 08 8410 4343
Fax: 08 8410 4355

PERTH
Suite 12, 448 Roberts Road,
SUBIACO WA 6008
PO Box 1602,
SUBIACO WA 6904
Phone: 08 9380 4983
Fax: 08 9380 4480

INVESTOR SERVICE LINE
1800 010 800
www.angassecurities.com

FUND AUDITOR
PERKS AUDIT PTY LTD
180 Greenhill Road,
PARKSIDE SA 5063
Phone: 08 8273 9300
Fax: 08 8274 1466

COMPLIANCE AUDITOR
ACCRU + HARRIS ORCHARD
172 Fullarton Road,
DULWICH SA 5065
Phone: 08 8431 1488
Fax: 08 8431 1441

MANAGED INVESTMENT SCHEME
ANGAS DIRECT
ARSN 151 979 645

RESPONSIBLE ENTITY & CUSTODIAN
ANGAS SECURITIES LIMITED
ABN 50 091 942 728
AFSL 232 479