

# Ares Australian Direct Lending Fund

## Information Memorandum

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### Information Memorandum

11 September 2023

### Ares Australian Direct Lending Fund

### Trustee

Equity Trustees Limited ABN 46  
004 031 298

AFSL 240975

Level 1, 575 Bourke St  
Melbourne VIC 3000

[www.egt.com.au](http://www.egt.com.au)

### Manager

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### Administrator and Custodian

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ABN 81 118 902 891

AFSL 303253

Level 10/12 Shelley St  
Sydney NSW 2001

[www.apexgroup.com](http://www.apexgroup.com)

# IMPORTANT INFORMATION

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## About this Information Memorandum

The offer under this Information Memorandum ("IM") is an offer to subscribe for Units in the Ares Australian Direct Lending Fund (referred to throughout this IM as the "Fund") and was issued on 11 September 2023. All information presented in this IM is believed to be accurate as at the issue date.

This IM has been prepared and issued by Equity Trustees Limited (ABN 46 004 031 298, Australian Financial Services Licence ("AFSL") No. 240975) in its capacity as the trustee of the Fund (referred throughout this IM as the "Trustee", "Equity Trustees", "us" or "we"). The issue of this IM is authorised solely by Equity Trustees. No other person (whether or not related to Equity Trustees) is responsible for any information contained in this IM. The manager of the Fund is Ares Management Asia (Australia) Pty Ltd ABN 24 646 675 130 AFSL 536083 and is referred to throughout this IM as the "Manager" or "Ares Australia". The administrator and custodian of the Fund is Apex Fund Services Pty Ltd ABN 81 118 902 891 AFSL 303253 and is referred to throughout this IM as "Apex", the "Administrator" or the "Custodian".

This IM has not been, will not be and is not required to be lodged with the Australian Securities and Investments Commission ("ASIC"). It does not constitute a product disclosure statement, prospectus or other disclosure document within the meaning of the Corporations Act.

This IM is prepared for your general information only. It is not intended to be a recommendation by the Trustee, the Manager or any associate, employee, agent or officer of the Trustee, the Manager or any other person to invest in the Fund. This IM does not take into account the investment objectives, financial situation or needs of any particular investor. You should not base your decision to invest in the Fund solely on the information in this IM. You should consider the suitability of the Fund in view of your financial position and investment objectives and needs and you may want to seek professional advice before making an investment decision. A glossary of important terms used in this IM can be found in section 12.

This IM does not constitute an offer of securities in the US or to any US Person as defined in Regulation S under the US Securities Act of 1933 as amended ("US Securities Act"). The Units in the Fund have not been, and will not be, registered under the US Securities Act or the laws of any State, and the Fund is not registered as an investment company under the US Investment Company Act of 1940, as amended. The Fund may not be offered or sold in the US to, or for, the account of any US Person (as defined) except in a transaction that is exempt from the registration requirements of the US Securities Act and applicable US state securities laws.

The Trustee, the Manager, the Administrator, the Custodian and their respective employees, agents or officers do not guarantee the success, repayment of capital or any rate of return on income or capital or investment performance of the Fund. Past performance is no indication of future performance. Units are offered and issued by the Trustee subject to the Trust Deed of the Fund, and on the terms and conditions described in this IM. You should read this IM because you will become bound by it if you become a Unitholder of the Fund.

The offer made in this IM is available only to persons receiving this IM in Australia (electronically or otherwise) who are Wholesale Clients.

Investors in the Fund are not entitled to cooling off rights under the Corporations Act or otherwise. We are not obliged to accept applications and reserve absolute discretion in limiting or refusing any application.

If you received this IM electronically, a paper copy will be provided free upon request. Please call Ares Australia on +61 2 7254 4460 for a copy.

This IM should be read together with the Trust Deed of the Fund.

Investors should also read the Second Amended & Restated Legal Disclosures for the Underlying Fund as may be further amended, restated and/or supplemented from time to time ("PPM") which is available to all prospective investors by the Manager.

This IM provides certain descriptions and summary terms related to the Underlying Fund. However, such descriptions and terms are qualified in their entirety by reference to the Underlying Fund's Third Amended and Restated Limited Partnership Agreement as may be further amended and/or restated from time to time ("Partnership Agreement"). If the terms related to the Underlying Fund described in this IM are inconsistent with or contrary to the terms of the Partnership Agreement, the terms of the Partnership Agreement shall prevail.

A copy of the Trust Deed and associated legal documentation for the Fund is available by contacting Equity Trustees or the Manager. Certain information in this IM relating to the Fund is subject to change. Where considered appropriate by Equity Trustees, we will notify you in writing of any changes. Copies of any legal documentation and updated information may be obtained:

- by calling Equity Trustees on +61 3 8623 5000
- by calling the Manager on 1300 721 637

A paper copy of any legal documentation and updated information will be provided free of charge on request.

Unless otherwise stated, all fees quoted in the IM are exclusive of GST. All amounts are in Australian dollars unless otherwise specified and all references to legislation are to Australian law unless otherwise specified

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# 1. EXECUTIVE SUMMARY

Ares Australian Direct Lending Fund, the “Fund”, is an Australian-domiciled unregistered unit trust. It has been established to principally invest indirectly into Ares Asia Direct Lending LP.

## Ares Asia Direct Lending LP

Ares Asia Direct Lending LP (“ADL” or the “Underlying Fund”) is a Cayman Islands based limited partnership established under a Partnership Agreement, that is seeking to capitalise on the growing opportunity in direct lending and self-origination of floating rate secured loans to Australian and New Zealand mid-to-large companies. ADL seeks to provide loans to mid-to-large sized Australian and New Zealand companies with strong market share in stable industries. The Manager believes there is a unique opportunity set which can be captured utilizing the power of the Ares Management platform.

ADL is denominated in Australian dollars (“AUD”). The General Partner of ADL is Ares Asia Direct Lending GP Ltd (“General Partner”) a Cayman Islands exempted company incorporated with limited liability. As an investor in ADL, the Fund will be a limited partner in ADL.

ADL’s investment objective is to provide investors with a 12% net IRR p.a. over the life of the fund. The Fund will call capital earlier than the Underlying Fund and also is subject to additional fees and expenses and therefore is expected to have a lower IRR than the Underlying Fund.

ADL will principally target lending to companies primarily based in, or having substantial operations or business relations in, Australia and New Zealand, typically partnering with high quality financial sponsors.

ADL will seek to be diversified across a pool of 20+ self-originated loans, where it is expected that Ares will be sole or lead lender.

The term of ADL is 8 years (from the final closing date of 31 December 2023)<sup>1</sup>, which allows the General Partner to be selective in deployment and invest over a long-time horizon. The term of the Fund is aligned with ADL.

## The Opportunity

The Manager believes that structural tailwinds in Australia and New Zealand provide significant potential advantages for the Underlying Fund.

- 1** ANZ has strong underlying fundamentals and attractive relative value 
- 2** Banks are still in the early stages of retrenchment from the Leveraged Finance market 
- 3** Large and growing private equity assets under management 
- 4** Leveraged Finance market has grown materially since 2016, with material blue sky expected for further Unitranche growth 
- 5** Unitranche returns have been attractive and we believe they are positioned to continue to deliver material premium to the syndicated loan market 
- 6** Strong structure and documentation protections, further assisted by legal environment supporting secured lenders 

<sup>1</sup> Subject to extension.

## 2. SUMMARY OF KEY TERMS

The following information is intended to be a summary only and should be read in conjunction with the more detailed information appearing elsewhere in this IM. This IM should be read in full before making any decision to apply for Units.

Information	Summary	For more information
<b>Fund Structure</b>		
Name	Ares Australian Direct Lending Fund	
Type	The Fund is an unregistered, unlisted, pooled fund structured as an Australian unit trust. Investors gain exposure to the investments of the Fund by subscribing for Units in the Fund.	Section 6
Trustee	Equity Trustees Limited	Section 3
Manager	Ares Management Asia (Australia) Pty Ltd	Section 3
Administrator and Custodian	Apex Fund Services Pty Ltd	Section 3
Australian Legal Advisor	DLA Piper	
Fund Auditor	Ernst & Young	
<b>Fund Overview</b>		
Investment Objective	The Investment Team's investment objective is to generate strong risk-adjusted returns through company-specific research and analysis alongside an assessment of the overall macroeconomic environment and financial markets.	Section 4
Investment Strategy and Universe	<p>The Fund is established to principally invest into ADL. ADL is seeking capital commitments to directly originate and provide one-stop, flexible and scaled debt capital to Australian and New Zealand mid-market companies with a target EBITDA of at least A\$15 million (sweet spot expected to be A\$35 million+), with the intention of capitalizing on the attractive and growing middle-market sponsor backed financing opportunity in Australia and New Zealand. ADL will also opportunistically seek to provide one stop flexible solutions to larger borrowers who generally have access to the capital markets. ADL will have a flexible mandate to invest throughout the capital structure (unitranche, first and second lien debt securities, other similar debt as well as, to a lesser extent, minority equity co-investments alongside sponsors), although the General Partner expects at least 85% of the Fund to be invested in unitranche.</p> <p>This Fund is also authorised to invest in the Ares Global Credit Income Fund (Australian Unit Trust) or any other fund as deemed appropriate by the Manager (which will be used as a liquidity management tool to maximise returns from surplus cash) and cash.</p>	Section 4
Currency strategy	The Fund and ADL are both denominated in AUD. Some investments held by the Underlying Fund may be denominated in a currency different to the AUD. The General Partner intends to hedge the principal of each investment back to AUD. The General Partner expects the hedging requirement to be reduced by the ability to draw on ADL's credit facilities with SMBC and Citigroup in the underlying unitranche currency.	Sections 6

Information	Summary	For more information
<b>Fund Details</b>		
Minimum transaction and balance requirements.		
The Fund is only available to wholesale clients (as defined in section 761G of the Corporations Act), including institutional and sophisticated investors, and is not available to retail clients (as defined in the Corporations Act).		
Minimum investment	\$250,000	
Additional investment	No further applications once the Fund is closed and there will be no withdrawals.	Section 9
Minimum withdrawal	No further applications once the Fund is closed and there will be no withdrawals.	
<b>Distribution payments</b>		
Frequency	Quarterly	Section 9
	Unless otherwise communicated by the Manager of the Fund, distributions will generally be in alignment with and made from the income and capital received from the Underlying Fund. There may be periods where no distributions are paid and we do not guarantee any level of distributions. Any amount distributed to the Fund by the Underlying Fund may be retained by the Fund and used for any purpose permissible under the Trust Deed.	
<b>Valuations and pricing</b>		
Valuing the Fund's assets	<p>The Fund's assets are valued on a quarterly basis.</p> <p>The NAV of the Fund is calculated on a quarterly basis in accordance with the Trust Deed of the Fund.</p> <p>The assets of the Fund are valued by the Administrator.</p> <p>The NAV is the value of all the Fund's assets, which will incorporate the last available NAV of the Underlying Fund and the value of any directly held investments (e.g. cash and other instruments), less any liabilities of the Fund.</p> <p>The NAV per Unit is calculated by dividing the NAV of the Fund by the number of Units on issue in the Fund.</p>	Section 9
<b>Capital Contributions</b>		
Capital Calls	<p>An investment into this Fund is accepted in the form of a binding commitment and you will be legally bound to the commitment of capital at such future date and/or time when called upon by the Trustee in its discretion ("Capital Contribution").</p> <p>Investors will be issued a payment notice ("Payment Notice"). The Payment Notice will outline the terms of the Capital Contribution such as the amount the investor is required to pay and the date payment is due.</p> <p>Capital Contributions are required to be made in accordance with the Payment Notices provided to investors. Payment Notices are to be paid within 5 Business Days of such Payment Notice (or such other date specified on the Payment Notice).</p> <p>Unless otherwise communicated by the Manager of the Fund:</p> <p>70% of committed capital will be called on the Offer Closing Date.</p> <p>20% will be called in one call notice between 6 months post Offer Closing Date to the 1<sup>st</sup> year anniversary of the Offer Closing Date.</p> <p>10% will be called in one call notice between 18 months post Offer Closing Date to the 2<sup>nd</sup> year anniversary of the Offer Closing Date.</p> <p>The Fund will call capital earlier than called by the Underlying Fund. Any surplus cash of the Fund will be invested in the Ares Global Credit Income Fund or any other fund as deemed appropriate by the Manager (which will be used as a liquidity management tool to maximise returns from surplus cash) and cash.</p> <p>Please refer to the Application Form for details regarding how monies can be paid.</p> <p>Units in the Fund will be issued to you once payment has been received following each and every Capital Contribution.</p>	
<b>Investors Reporting</b>		

Regular reporting	Quarterly	
	Within 65 days after the end of each fiscal quarter and within 105 days after the end of each fiscal year of the Underlying Fund.	
Annual tax reporting	Annual tax statement	Section 10

#### Fees, costs and expenses

Contribution or entry fee	Nil	Section 8
Fees, Costs and Expenses	<p>Fund:</p> <ul style="list-style-type: none"> <li>Management fees: 0.25% p.a. (plus GST) of the NAV of the Fund.</li> <li>Expense recovery from Fund: 0.15% p.a. of NAV of Fund for ordinary expenses.</li> </ul> <p>Underlying Fund:</p> <p>As set out in the Underlying Fund's PPM:</p> <ul style="list-style-type: none"> <li>the Underlying Fund will pay an annual Management Fee, which will commence accruing only as of the Effective Date, to the Advisor quarterly in advance in respect of each Limited Partner in an amount equal to: <ul style="list-style-type: none"> <li>prior to the earlier of (i) the expiration or termination of the Commitment Period, and (ii) the closing of any Competing Fund, 1.50% per annum (or 1.45% per annum if such Limited Partner is a Size Discount Limited Partner) of (x) such Limited Partner's Capital Under Management, less (y) such Limited Partner's Pro Rata Share of writedowns, but only to the extent of such Limited Partner's aggregate net losses from writedowns; and</li> <li>thereafter, (i) the lesser of (A) 1% per annum of such Limited Partner's Invested Capital and (B) an amount equal to the highest amount of Management Fee paid by such Limited Partner on any Management Fee Payment Date pursuant to clause (a) above, ignoring for this purpose, any reduction or offset as described in the section entitled "Transaction, Closing and Break-Up Fees" below, less (ii) such Limited Partner's pro rata share of writedowns, but only to the extent of such Limited Partner's aggregate net losses from writedowns.</li> </ul> <p>(capitalised terms within this section have the meaning as defined in the Underlying Fund's PPM, see section 8 for further details).</p> </li> <li>the General Partner is entitled to carried interest equal to an amount of up to 15% of the distributions to the Underlying Fund's partners, after the return to the Underlying Fund's limited partners of capital, costs and a 7% p.a. preferred return on such limited partners' invested capital.</li> <li>the Underlying Fund will be charged fund expenses related to the Underlying Fund's own operations.</li> </ul> <p>Members of the Ares group are entitled to earn additional remuneration arising from (or in connection with) the operation, investment and management of the Ares Global Credit Income Fund or any other Ares fund invested in by the Fund.</p>	Section 8

#### Risks

Risks	An investment in the Fund is subject to risks, which are summarised in section 7 of this IM.	Section 7
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#### Offer details

Offer Opening Date	The offer of Units is expected to open for applications on or around 8 September 2023 and will remain open until the Offer Closing Date.
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Offer Closing Date	The offer of Units will close on such date determined by the Trustee, which is expected to occur on 15 December 2023. This date, however, is subject to change. Subscription commitments and accompanying documents must be received by the Trustee by no later than 3pm AEST on the Offer Closing Date. The Trustee has the right to close the offer early.
Initial subscription price per Unit	AUD \$10.00
Term	<p>The term of the Fund is aligned with the Underlying Fund.</p> <p>As set out in the Underlying Fund's PPM, an Underlying Fund's term will be as follows (capitalised terms within this section have the meaning as defined in the Underlying Fund's PPM):</p> <ul style="list-style-type: none"> <li>• The Underlying Fund will be wound up and dissolved on the eighth anniversary of the Final Closing Date (31 December 2023), but may be extended at the discretion of the General Partner for a one-year period in its sole discretion and upon notice to the Limited Partners, and for two further additional one-year periods with the consent of the LP Advisory Committee.</li> <li>• The Underlying Fund is also subject to earlier dissolution upon the occurrence of certain events described in the Partnership Agreement, including, but not limited to, upon the determination of the General Partner that early dissolution would be in the best interests of the Partners, provided that such determination is consented to by at least 75% in interest of the Limited Partners and the investors in any Parallel Fund voting together as a single group.</li> </ul> <p>Please refer to the terms of the Underlying Fund's PPM for further details.</p>
Commitment Period	<p>The Commitment Period of the Fund is aligned with the Underlying Fund.</p> <p>As set out in the Underlying Fund's PPM, the Underlying Fund's commitment period will be as follows (capitalised terms within this section have the meaning as defined in the Underlying Fund's PPM):</p> <ul style="list-style-type: none"> <li>• Capital calls may be required from time to time during the period from the later of (a) the date as of which the General Partner commences its final approval processes with respect to the acquisition of the Partnership's first Portfolio Investment or such later date as determined by the General Partner in good faith, and (b) the Initial Closing (the "Effective Date"), through the date that is the fourth anniversary of the Final Closing Date (such period, the "Commitment Period"), subject to a one-year extension upon the election of the General Partner with the consent of the LP Advisory Committee. Thereafter, the Limited Partners will be released from any further obligation with respect to their undrawn Commitments (the "Unfunded Commitments"), except to the extent necessary to: (i) cover the expenses of the Underlying Fund, including Management Fees; (ii) complete investments by the Partnership in respect of transactions in process, in respect of which the Partnership has entered into a letter of intent, written agreement in principle, definitive agreement to invest or has otherwise committed in writing thereto as of the end of the Commitment Period; <i>provided</i> that, except with the consent of the LP Advisory Committee, no such investments shall be made after the 12 month anniversary of the end of the Commitment Period; (iii) establish a working capital reserve; and (iv) make follow-on investments in Portfolio Companies; <i>provided</i> that follow-on investments shall not exceed (A) 20% of aggregate Commitments (excluding any investments made pursuant to Stand by Letters of Credit ("SBLCs") issued by the Partnership in connection with any Portfolio Company) and (B) 25% of aggregate Commitments (including any investments made pursuant to SBLCs issued by the Partnership in connection with any Portfolio Company).</li> <li>• In no event will a Limited Partner be required to make a Capital Contribution at any time in an amount in excess of its Unfunded Commitment at such time.</li> </ul> <p>Please refer to the terms of the Underlying Fund's PPM for further details.</p>
Liquidity, withdrawal and cooling off rights	Units in the Fund will not be liquid. Investors into the Fund are not entitled to cooling-off rights, and do not have any redemption or withdrawal rights.

<p>Defaults</p>	<p>Any defaulting investor that fails to make any portion of the Capital Contribution required to be contributed by such defaulting investor per the Payment Notice may be subject to certain remedies, including forfeiture of all or a portion of the defaulting investor's interest in the Fund. Non-defaulting investors in the Fund may be required to make additional Capital Contributions in the event that an investor defaults, provided that such Capital Contributions are not in excess of the unpaid capital commitments for such non-defaulting investors. The remedies, requirements and limitations in respect of defaults and defaulting investors are set forth in the Trust Deed, PPM and the Partnership Agreement.</p> <p>Under the Trust Deed, the Trustee may make any equitable adjustments as among the investors in the Fund as it determines is appropriate to reflect any exercise by the General Partner of any rights in respect of the default as provided for in the Partnership Agreement such that any harm suffered by the Fund on account of a defaulting investor is borne solely by the defaulting investor.</p> <p>The Trustee may assign its enforcement rights to the General Partner and the Trustee will cooperate with the General partner with respect to the exercise of such rights and remedies against a defaulting investor.</p> <p>Please refer to the terms of the Underlying Fund's PPM for further details on the default provisions for the Underlying Fund.</p>
<p>Transfers</p>	<p>There is unlikely to be a secondary market in Units in the Fund. However, investors may be able to transfer units subject to the Trustee's prior consent.</p> <p>To transfer units in the Fund, an investor must:</p> <ul style="list-style-type: none"> <li>• deliver to the Trustee a transfer notice in the form approved by the Trustee. The transfer must be executed by the transferor and transferee;</li> <li>• deliver to the Trustee any other document required by the Trustee or any law.</li> </ul> <p>Transfers are not effective until entered into the Fund register, and all amounts payable in relation to a Unit (e.g. distributions or any portion of an investors unpaid capital commitment) will be paid to or received from the new investor from the time a transfer is recorded in the Fund register.</p>

## 3. ABOUT THE TRUSTEE & THE MANAGER

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### About the Manager

Ares Management Corporation (NYSE: ARES) (“Ares”) is a publicly traded, leading global alternative investment manager with approximately \$360 billion of assets under management (“AUM”). Ares has approximately 2,600 employees in over 30 global offices across North America, Europe, Asia Pacific and the Middle East. Since Ares’ inception in 1997, Ares has adhered to a disciplined investment philosophy that focuses on seeking to deliver strong risk-adjusted investment returns through market cycles. Ares believes each of its distinct but complementary investment groups in Credit, Private Equity, Real Estate, Secondary Solutions and Strategic Initiatives is a market leader based on assets under management and investment performance.

With a Pan-Asian presence, Ares Management Asia, a sub-group of the wider Ares Group (“Ares Asia”) is one of the largest credit-focused alternative investment managers in Asia-Pacific. Leveraging its broad geographical footprint, extensive infrastructure in the region and the experience of its team that has invested through multiple economic cycles in Asia, Ares Asia makes credit, private equity and special situations investment through its local originating presence across Asia-Pacific on behalf of its institutional client base.

Ares Management Asia (Australia) Pty Ltd is a subsidiary of Ares and is an AFSL holder that undertakes financial services as authorised by ASIC.

### About the Trustee

Equity Trustees Limited ABN 46 004 031 298 AFSL No. 240975 (“Equity Trustees”), a subsidiary of EQT Holdings Limited ABN 22 607 797 615, which is a public company listed on the Australian Securities Exchange (ASX: EQT), is the Fund’s trustee and issuer of this IM. Equity Trustees was established in 1888, by an Act of the Victorian Parliament, to provide trustee and executor services.

The company has evolved into a sophisticated financial services provider offering a broad range of products and services to a diverse client base. In addition to traditional trustee and estate management duties, the Equity Trustees range of services includes portfolio management, superannuation, philanthropy and responsible entity services for external fund managers.

Equity Trustees’ responsibilities and obligations as the trustee of the Fund are governed by the Fund’s Trust Deed as well as the Corporations Act and general trust law.

### About the Administrator and Custodian

The Trustee has appointed Apex to act as the administrator and custodian for the Fund. In such capacities, the Administrator performs all general administrative tasks for the Fund, including keeping financial books and records and calculating the NAV of the Fund and the Custodian (or any sub-custodian) keeps safe custody and legal ownership of the Fund’s assets.

The Trustee has entered into a Custody and Fund Administration Agreement with Apex, which governs the services that will be provided by Apex to the Fund.

The Manager may at any time, in consultation with the Trustee, select any other administrator or custodian to serve as the administrator or custodian to the Fund.

## Senior Investment Team

### **John Knox**

Mr. Knox is a Partner and Head of Australia and New Zealand in the Ares Asia Group, where he is primarily responsible for driving business expansion opportunities across Australia and New Zealand. Mr. Knox is a member of the Ares Asia Direct Lending (Australia) Investment Committee. Prior to joining Ares in 2020, he was the Chief Executive Officer of Credit Suisse Australia, where he oversaw all of Credit Suisse Australia's businesses, including investment banking, private banking, equities, asset finance, fixed income, debt financing and shared services. Mr. Knox was also a member of the Credit Suisse APAC Operating Committee. Previously, Mr. Knox served as Head and Co-Head of Credit Suisse's Investment Banking Teams in Australia, where he led and originated many investment banking transactions across all industries. Mr. Knox served as Chairman of the Australian Financial Markets Association from 2016 to 2019. He is currently Chairman of Cricket NSW, the body responsible for running cricket in Australia's most populous state. Mr. Knox holds a B.Com. (Hons) from the University of Melbourne in Economics.

### **Peter Graf**

Mr. Graf is a Managing Director in the Ares Asia Group, where he focuses on Australian and New Zealand direct lending. Prior to joining Ares in 2021, Mr. Graf was Head of Leveraged Finance at Credit Suisse in Australia, where he focused on the origination, structuring and underwriting of leveraged finance transactions, as well as managing a large, diversified debt portfolio. Previously, Mr. Graf worked for Lazard, Deloitte and Bank of America in corporate finance roles. Mr. Graf holds a B.S. from Cornell University in Operations Research and Industrial Engineering and an M.Eng. from Cornell University SC Johnson College of Business in Finance and Strategic Operations.

For additional information on the investment process please refer to 'About the Fund'.

## Investment Committee

### **Mitch Goldstein**

Mr. Goldstein is a Partner and Co-Head of the Ares Credit Group. He serves on the Ares Executive Management Committee. Additionally, Mr. Goldstein serves as Co-President of ARCC and Vice President and interested trustee of CION Ares Diversified Credit Fund. He is a member of the Ares Credit Group's U.S. Direct Lending, Commercial Finance, Pathfinder and the Ivy Hill Asset Management Investment Committees, the Ares Infrastructure Debt Investment Committee, and the Ares Asia Direct Lending (Australia) Investment Committee. Prior to joining Ares Management in May 2005, Mr. Goldstein worked at Credit Suisse First Boston, where he was a Managing Director in the Financial Sponsors Group. At CSFB, Mr. Goldstein was responsible for providing investment banking services to private equity funds and hedge funds with a focus on M&A and restructurings as well as capital raisings, including high yield, bank debt, mezzanine debt, and IPOs. Mr. Goldstein joined CSFB in 2000 at the completion of the merger with Donaldson, Lufkin & Jenrette. From 1998 to 2000, Mr. Goldstein was at Indosuez Capital, where he was a member of the Investment Committee and a Principal, responsible for originating, structuring and executing leveraged transactions across a broad range of products and asset classes. From 1993 to 1998, Mr. Goldstein worked at Bankers Trust. He also serves on the Board of Managers of Ivy Hill Asset Management GP, LLC. Mr. Goldstein graduated summa cum laude from the State University of New York at Binghamton with a B.S. in Accounting and received an M.B.A. from Columbia University's Graduate School of Business.

### **Michael Dennis**

Mr. Dennis is a Partner and Co-Head of European Credit, in the Ares Credit Group. Mr. Dennis serves on the Ares Executive Management Committee. Additionally, Mr. Dennis serves as a member of the Ares Credit Group's European Direct Lending and European Liquid Credit Investment Committees, and the Ares Asia Direct Lending (Australia) Investment Committee. Prior to joining Ares in 2007, Mr. Dennis was Head of the London Financial Sponsor Group at Barclays Bank, where he focused on originating middle market financing opportunities. Mr. Dennis holds a B.Sc. from the University of Nottingham and University of Manchester Institute of Science and Technology and an M.B.A., with high honors, from the University of Chicago Booth School of Business.

### **Edwin Wong**

Mr. Wong is a Partner and Head of Ares Asia. He serves on the Ares Executive Management Committee. He additionally serves as a member of the Ares Asia Group's Special Situation, Secured Lending, and Direct Lending (Australia) Investment Committees and is a Director of Ares Asia Hong Kong. Mr. Wong primarily focuses on investment activities, as well as overseeing strategic matters and business operations of Ares Asia. Prior to joining Ares in 2020, Mr. Wong founded SSG Capital Management in 2009 and served as its Managing Partner and Chief Investment Officer, where he focused on special situations and private debt investments across Asia-Pacific. Previously, he was a Managing Director at Lehman Brothers in Hong Kong from 1997 to 2008, where he ran their Asia Special Situations Group and other credit businesses. Mr. Wong started his career at Coopers & Lybrand, where he qualified as a Chartered Accountant in 1994, and went on to join JP Morgan Securities Asia in Hong Kong. He is a founding member of the APAC Alternative Credit Council (ACC), which helps in developing the private credit markets in the region. Mr. Wong holds a B.B.A. from the University of Michigan in Business Administration and an M.B.A. from Manchester Business School and the University of Wales.

### **Eric Vimont**

Mr. Vimont is a Partner, Chief Operating Officer and Head of Strategy in the Ares Asia Group. Mr. Vimont serves as a member on the Ares Credit Group's European Direct Lending Investment Committee, the Ares Private Equity Group's Asia Investment Committee, the Ares Asia Group's Special Situation, Secured Lending and Direct Lending (Australia) Investment Committees. Prior to joining Ares in 2007, he was a Director in the Financial Sponsor Group of Barclays, where he focused on leveraged finance, established the French business in Paris and was appointed Head of Continental Europe for middle market leveraged finance. Mr. Vimont holds a Master's Degree (M.Sc.) in Management, with distinction, from the French Grande Ecole ESCP Europe. He also holds an ACT (Association of Corporate Treasurers) qualification.

### **Andreas Vourloumis**

Mr. Vourloumis is a Partner in the Ares Asia Group. Additionally, Mr. Vourloumis serves on the Ares Asia Group's Special Situation, Secured Lending and Direct Lending (Australia) Investment Committees and is a Director of Ares Asia Hong Kong. His primary responsibility is to help originate, evaluate and manage investment opportunities in the South East Asia, Australia and other regions in Asia. Prior to joining Ares in 2020, Mr. Vourloumis was the co-founder of SSG Capital Management in 2009 and was extensively involved in deal sourcing, analysis and investing in Asia. At SSG Capital Management, Andreas was intricately involved in South East Asia business development for SSG. Previously, Mr. Vourloumis was a Senior Vice President, South East Asia Head in the Asia Special Situations Group at Lehman Brothers from 2006, where he was responsible for making principal investments in South East Asia. Mr. Vourloumis began his career as a Vice President at Deutsche Bank Indonesia in 1999, joining the Deutsche Bank Distressed Products Group based in Singapore in 2001, where focused on trading and investing in distressed assets across Asia. Mr. Vourloumis holds a B.Sc. in Economics and an M.Sc. in Economic History from the London School of Economics and Political Science.

### **Sharad Bajpai**

Mr. Bajpai is a Partner in the Ares Asia Group, where he leads the ongoing asset management of all the positions within the fund portfolios. Additionally, Mr. Bajpai is a member of the Ares Asia Group's Special Situation, Secured Lending and Direct Lending (Australia) Investment Committees and a Director of Ares Asia Mauritius. Prior to joining Ares in 2020, Mr. Bajpai worked as the Managing Director, Head of Asset Management for SSG Group since 2016. Previously, Mr. Bajpai had a fifteen years' career with Bank of America joining them in 2000, leaving them to join Raiffeisen Bank (RZB) in Singapore as Head of Credit and Investments and Deputy Head of Global Markets in 2008 before rejoining Bank of America in 2009, where he undertook various senior level assignments within credit, execution, special assets groups, trading and risk based in Hong Kong and Singapore. In addition, Mr. Bajpai was the Managing Director, Global Markets Risk Executive (Asia) at Bank of America Merrill Lynch (Hong Kong), where his responsibilities included overseeing and risk management of business lines covering, Global Loans and Special Situations, Capital Markets, Issuer risk, Counterparty risk, Private Equity and Real Estate Platform. He also acted as the Chair of the New Products Approval Committees for various lines of businesses and represented the bank in various industry committees and forums. Mr. Bajpai began his career as an Assistant Vice President in 1994 at the Industrial Credit and Investment Corporation of India (ICICI), where he was primarily engaged in project and corporate finance for Indian corporates. Mr. Bajpai holds a B.Eng., with honors, in Civil Engineering from the National Institute of Technology (India) and a Post Graduate Diploma in Business Management from XLRI, Jamshedpur (India).

### **Dinesh Goel**

Mr. Goel is a Partner in the Ares Asia Group, where he oversees the groups' investments in India. Additionally, Mr. Goel is a member of the Ares Asia Group's Special Situation, Secured Lending and Direct Lending (Australia) Investment Committees. Prior to joining Ares in 2020, Mr. Goel worked as a Managing Director of the SSG Group since 2009 and was instrumental in growing the firm's India business, including identifying opportunities and structuring investments and asset management. He has deep experience in the structuring of private credit transactions, special situation investments and has led SSG's private lending strategy in the region since its inception. Mr. Goel began his career in 2002 at Lehman Brothers in Tokyo and later worked in the bank's Hong Kong office, where he focused on principal positions related to structured credit and stressed convertible bonds. Mr. Goel holds a B.Tech. from the Indian Institute of Technology, Delhi in Chemical Engineering and an M.B.A. from the Indian Institute of Management. Mr. Goel is a CFA® charterholder.

### **John Knox**

Mr. Knox is a Partner and Head of Australia and New Zealand in the Ares Asia Group, where he is primarily responsible for driving business expansion opportunities across Australia and New Zealand. Mr. Knox is a member of the Ares Asia Direct Lending (Australia) Investment Committee. Prior to joining Ares in 2020, he was the Chief Executive Officer of Credit Suisse Australia, where he oversaw all of Credit Suisse Australia's businesses, including investment banking, private banking, equities, asset finance, fixed income, debt financing and shared services. Mr. Knox was also a member of the Credit Suisse APAC Operating Committee. Previously, Mr. Knox served as Head and Co-Head of Credit Suisse's Investment Banking Teams in Australia, where he led and originated many investment banking transactions across all industries. Mr. Knox served as Chairman of the Australian Financial Markets Association from 2016 to 2019. He is currently Chairman of Cricket NSW, the body responsible for running cricket in Australia's most populous state. Mr. Knox holds a B.Com. (Hons) from the University of Melbourne in Economics.

For additional information on the investment process please refer to 'About the Fund'.

## 4. ABOUT THE UNDERLYING FUND

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### Investment objective

The Investment Team's investment objective is to generate strong risk-adjusted returns through company-specific research and analysis alongside an assessment of the overall macroeconomic environment and financial markets. This strategy is overlaid by thoughtful portfolio construction and proactive portfolio management. The Investment Team's investment approach emphasizes capital preservation and low return volatility. This methodology is consistent with the philosophy employed across the Ares platform.

Ares Asia believes a hallmark of the Ares Direct Lending philosophy has been a consistent and rigorous approach to due diligence and investment selection, in line with cycle tested top tier private equity firms. The Investment Team has developed comprehensive criteria for assessing companies and for structuring complex transactions, including the following:

- **Asset Selectivity:** Ares Asia considers that the Investment Team's disciplined investment approach and broad origination capability will result in a disciplined approach with regards to execution. The team expects to review and conduct analysis on significantly more opportunities than what the Fund will invest in. With 5 investment professionals on the ground in Sydney dedicated to the Fund, the Manager's robust origination capability allows the Investment Team to seek to maintain high underwriting standards without compromising returns or risk metrics. Additionally, in support of their financing and co-underwriting model, SMBC will focus its local leverage finance resources to support the programme with 4 experienced senior originators covering the Australian and New Zealand leverage finance expected to be significantly additive..
- **Focus on Franchise Assets:** The Investment Team seeks investments in strongly performing and resilient companies, generally defined by: (i) leading market position, brand awareness, operational excellence, sticky customer base and barriers to entry, (ii) an experienced and stable management team that has a demonstrated ability to grow its business, manage a leveraged balance sheet and that is fully incentivized through an ownership stake to enhance value, (iii) a demonstrated ability to withstand an economic downturn, and (iv) positive financial trends including positive historical revenue and EBITDA growth rates at the time of investment.
- **Intensive Due Diligence and Credit Analysis:** The Investment Team comes to a recommendation through what it considers to be rigorous, thorough and disciplined credit research into the borrower, its industry, its financial track record, its growth prospects and its ability to withstand adverse conditions. Credit analysis centers on a company's ability to manage financial leverage and to withstand a downturn in its market and business. The credit assessment includes significant financial modeling and scenario analysis to test the durability of a company's cash flow and ability to service and repay its debt, even in a sensitized / downside case. In addition, Ares Asia will re-underwrite the financial sponsor's business plan and valuation to form its own view of the equity cushion beneath the loan. Due diligence processes can last several months or more depending on the specific circumstances and involve proprietary analyses that often leverage Ares' broad platform, industry experience and benchmarking to previous investments in the sector.
- **Focus on Attractive Relative Value and Risk Adjusted Returns:** The Investment Team will rely on what it considers to be significant proprietary deal flow and its extensive leveraged finance experience, often based on regional or sector knowledge, to identify and pursue the best risk-adjusted return opportunities. By evaluating comparable companies and deal structures, Ares Asia believes that the Investment Team is able to identify and execute investments with attractive relative leverage and pricing.

### Investment opportunities and strategies of the Underlying Fund

Ares Asia Direct Lending ("ADL" or the "Underlying Fund") is seeking capital commitments to directly originate and provide one-stop, flexible and scaled debt capital to Australian and New Zealand mid-market companies with a target EBITDA of at least A\$15 million (sweet spot expected to be A\$35 million+), with the intention of capitalizing on the attractive and growing middle-market sponsor backed financing opportunity in Australia and New Zealand. The Underlying Fund will also opportunistically seek to provide one stop flexible solutions to larger borrowers who generally have access to the capital markets. ADL will have a flexible mandate to invest throughout the capital structure (unitranche, first and second lien debt securities, other similar debt as well as, to a lesser extent, minority equity co-investments alongside sponsors), although the Manager expects at least 85% of the Underlying Fund to be invested in unitranche.

In line with Ares European Direct Lending Funds, ADL will seek to generate a current cash yield for its investors by distributing a significant portion of the contractual interest income of its investments and to a lesser extent, part of the arrangement fees generated when originating a loan.

The Underlying Fund will seek to recycle the vast majority, if not all, of the principal re-payments received during the reinvestment period into what the Investment Team considers to be new attractive risk-adjusted opportunities which are expected to also generate additional arrangement fee income.

The Underlying Fund will seek to replicate the same long-term and all-weather strategy that Ares has successfully executed in Europe since 2007 in the Ares Capital Europe ("ACE") series of funds:

- **Capitalize on Current Market Opportunity:** The Investment Team seeks to take advantage of the prevailing themes in the Australian and New Zealand credit market for mid-sized companies, including the current bank retrenchment, growing sponsor market and the “institutionalization” of the Australian middle-market over the long term. In addition, the Manager believes the recent volatility and macroeconomic shocks as a result of COVID-19 will likely accelerate bank retrenchment and create attractive investment opportunities for scaled and well-capitalized direct lenders.
- **Direct Origination with Local Presence:** The Investment Team targets locally sourced, directly originated and privately negotiated investments to capitalize on the less efficient pricing and higher risk-adjusted return potential offered in the Australian middle-market. The Investment Team proactively sources deals directly from financial sponsors, companies, management teams, and their advisors throughout Australia and New Zealand. Ares Asia believes that this strategy enables asset selectivity and better-informed, long-term credit decisions. This proactive origination strategy, in the Investment Team’s view, allows for more robust due diligence along with a better understanding of the target businesses and better-informed portfolio management.
- **Credibility and Scale:** Ares Asia believes its scaled capital, together with the extensive Ares Direct Lending track record, makes it a reliable and credible financing partner. It considers that the Underlying Fund’s ability to hold large commitments whilst maintaining portfolio diversification, including follow-on capital, gives it a significant competitive advantage as it would likely take a number of other financiers in a club arrangement to achieve the same result. Given the Manager’s ability to leverage the Ares platform and extensive network of longstanding relationships developed over the past decades, the Manager believes that borrowers recognize the value of this deliverability from a long-term cycle-tested partner, particularly during times of volatility and macroeconomic uncertainty.
- **Act as Lead or Control Investor:** A cornerstone of the Underlying Fund’s strategy is to be the lead investor in the overwhelming majority of the Underlying Fund’s investments. The Investment Team believes this active role leads to greater control over deal terms and more favorable deal structures, documentation, fees and pricing. This control position allows the Investment Team to develop a long-term relationship with a borrower throughout the loan’s lifecycle. By having first-hand knowledge of a company’s growth, refinancing or potential change of control events, Ares Asia believes it is well positioned to continue to support a company’s continuing financing needs. In restructuring scenarios, the Manager believe that this control position will better place the Investment Team to influence the outcome without regard for other participants’ agendas, if required.
- **Invest Alongside Established Financial Sponsors:** The majority of the Underlying Fund’s investments will be in companies that are owned by financial sponsors. Ares Asia believes that the Underlying Fund will benefit by investing alongside control-oriented sponsors who take an active role in managing their portfolio companies. These sponsors generally have valuable insight into their specific industry sectors, have a historical track record in value creation and target liquidity horizons in line with the strategy’s objectives. Typically, these well-capitalized sponsors support their investments in such portfolio companies with additional equity capital, either for growth or, if needed, for liquidity reasons.
- **Attractive Fund Level Credit Facilities:** The Manager aims to potentially enhance the Underlying Fund’s risk-adjusted returns through the use of credit facilities, one of which is being provided by Ares’s strategic partner, Sumitomo Mitsui Banking Corporation (“SMBC”) on a co-underwriting basis. The Investment Team believes that it is more prudent to use non-mark-to-market facilities from lenders that Ares have deep long-standing relationships with, to finance senior secured loans to strongly performing companies to potentially generate higher returns than stretch for yield at the asset level by compromising credit quality.

## Portfolio composition

The Underlying Fund intends to invest into Australian and New Zealand mid-market companies with a target EBITDA of at least A\$15 million with the intention of capitalizing on the attractive and growing middle-market sponsor backed financing opportunity in Australia and New Zealand. ADL will have a flexible mandate to invest throughout the capital structure but at least 85% of the portfolio is expected to be invested in unitranche.

The Underlying Fund will seek to be diversified across a pool of 20-25 self-originated loans, where it is expected that Ares will be sole or lead lender.

## Investment Process

A hallmark of Ares Asia’s investment strategy is aiming to generate the broadest opportunity set and to apply a consistent, rigorous and disciplined approach to investment due diligence to ultimately select and execute investments with the most attractive relative-value and risk-adjusted returns. Over time, the Investment Team has developed and aims to continually improve its investment practices that form the professional and systematic process in place today, as outlined below.

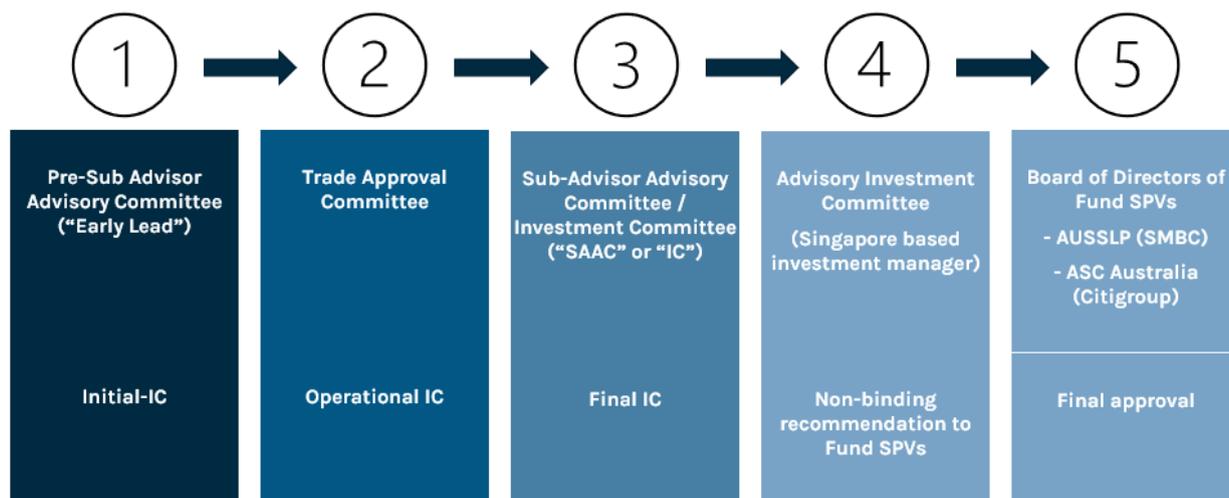
### Pipeline Generation

The Manager believes that the Investment Team benefits from their strong local coverage and proactive origination efforts and sees deals from a variety of sources, primarily through direct relationships with corporates and private equity sponsors. This is a result of the team having nurtured and developed relationships with a large network of advisors and intermediaries over many years. In addition, the ADL Investment Team will also benefit from the incremental sourcing capabilities of the SMBC origination network in Australia & New Zealand.

In addition to the extensive sourcing network available to the Investment Team locally, Ares leverages its extensive origination capabilities globally, which is particularly relevant for North American and European private equity sponsors pursuing investment opportunities in Australia & New Zealand without a local presence as well as corporates pursuing cross-border M&A transactions. The Manager believes that out of the 16 most active sponsors in Australia and New Zealand, approximately half are global

managers with a local presence with whom Ares has established a relationship with across other parts of the world.

### **Ares Asia Investment Process**



- IC comprised of longstanding experienced team with a risk-oriented approach
- Strong bias towards downside protection with due diligence focused on structural protection, sensitivity analysis and enforcement routes & recovery analysis
- Focus on high quality counterparties with clear alignment of interests
- Clear objective of optimizing risk adjusted returns
- Identifying clear asset management Key Performance Indicators and monitoring framework

The investment process for ADL is consistent with processes followed across the Ares Asia Group and its other managed funds. The process is fluid and efficient, aimed at assisting the Investment Team in obtaining early Investment Committee insights on potential actionable transactions (Initial IC process), followed by a robust and extensive due diligence process led by the Investment Team. The Investment Team conducts rigorous due diligence on all borrowers, which includes the usual financial, commercial and legal due diligence, and can include extensive proprietary and third-party analysis as well as numerous meetings with the sponsor, management team, site visits, etc.

In addition to the Investment Team's due diligence process, the Trade Approval Committee ("TAC") ensures that any given borrower and proposed investment meets best practices and standards set by Ares Asia with respect to a number of essential areas which include ESG, legal, tax, compliance, regulatory matters, as well as transaction structuring.

Once a potential investment has met the various rigorous process hurdles, it can seek Final IC approval. In addition to a final IC meeting, the deal team will frequently have interactions with committee members to confirm ultimate suitability of any given transaction for the fund from an adequate risk-reward and relative value perspective but also with regards to overall portfolio construction.

### **Post-Investment Monitoring**

Ongoing regular investment monitoring is an essential part of the Ares Asia investment process. The asset management team works jointly with the Investment Team to identify adequate key performance indicators and other metrics to track for any given transaction. Ares Asia typically requires each investee company to provide monthly company performance as well as quarterly covenant compliance certificates. This is then collected and input into Ares Asia's portfolio management system and then reviewed against the Underlying Fund's underwriting assumptions. In the case of underperformance, the deal team will be required to re-underwrite the transaction with the support of the asset management team and present to the IC an updated view as well as propose appropriate mitigation steps if deemed necessary. In the case of a default, the asset management team will work very closely with the deal team and create a detailed action plan which will need be endorsed by the IC to seek to protect the Underlying Fund's position and/or maximize recovery. In addition, the portfolio valuation process is undertaken quarterly – at which point all portfolio investments are reviewed and or discussed.

The overarching purpose of the active approach to asset management is twofold: (1) active monitoring with accurate data reported in time and; (2) Identifying any negative or positive changes and taking adequate action if necessary.

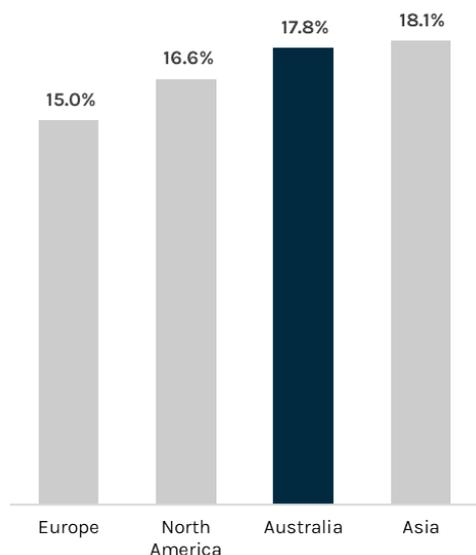
# 5. MARKET OPPORTUNITY

## Australia & New Zealand Market Opportunity

The Australian and New Zealand private equity industry has grown at ~16% CAGR since 2016 and has continued to deliver strong relative value versus other private capital markets, globally.

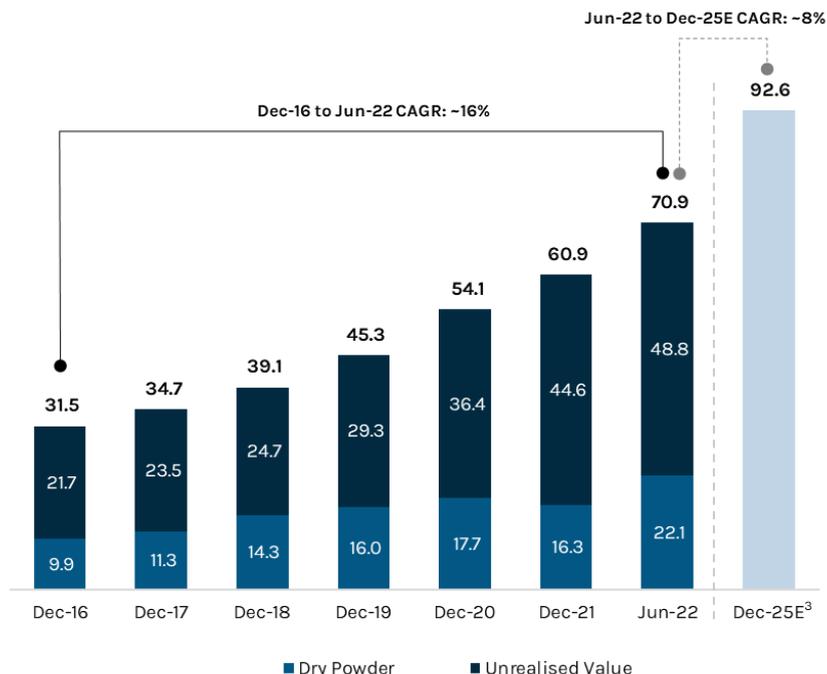
### Australian Private Capital Risk / Return<sup>1</sup>

Median Net IRR by Primary Geographic Focus (2012-19 Vintage) (%)



### Australasian Private Equity AUM (incl. dry powder)<sup>1,2</sup>

Australasian PE AUM (A\$bn)



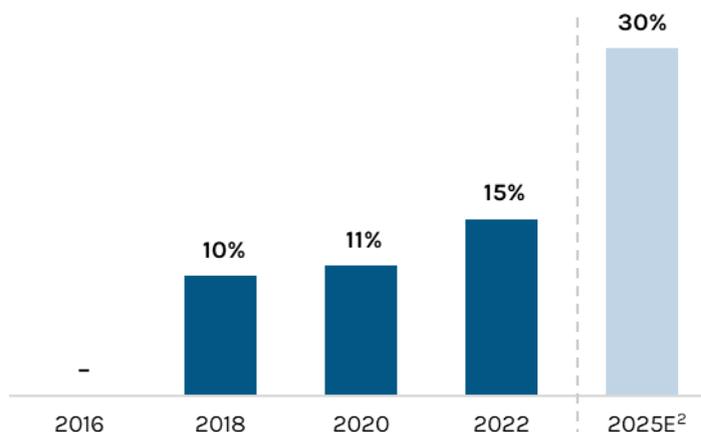
Forecasts are inherently limited and should not be relied upon as indicators of actual or future outcomes.

1. Based on Preqin (as of 3 February 2023).

1. Converted to AUD from USD at constant currency FX rate (June 2022 average FX rate).
2. Based on Ares Asia's estimate which conservatively assumes forecast Australasian Private Equity AUM growth rate from Jun-22 to Dec-25 is half the rate of historical growth observed between Dec-16 to Jun-22.

Underpinned by PE industry growth, the Australian and New Zealand Leveraged Finance market has grown materially since 2016, with unitranche financings representing ~15% of the market today. The Manager believes that as a result of the retrenchment of traditional lending sources, as well as the increasing demand by sponsors, the share of flexible and higher leverage options will increase in the coming years, potentially reaching a similar and more significant relative market share of overall sponsor financing as observed in Europe. As the leading form of flexible and improved leverage, the Manager believes unitranche will attract the majority of that market share shift. The Manager estimates that annual unitranche volumes could double or triple in the coming years.

ANZ Unitranche Share of ANZ All Private Equity Backed Loans Market (%)<sup>1</sup>



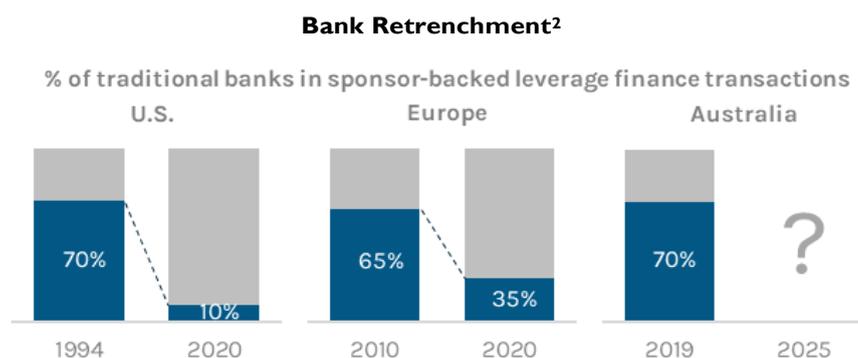
Forecasts are inherently limited and should not be relied upon as indicators of actual or future outcomes.

1. Sourced from Debtwire, as of December 31, 2022.

2. Based on Ares Asia's estimate and conservatively assumes forecast unitranche market share gains below observed historical trends between 2016 and 2022.

## Australia & New Zealand Direct Lending Market Opportunity

The Manager believes there is a fundamental shift occurring in the mid-market lending sector in Australia. Similarly to Europe prior to 2007, lending to Australian middle-market businesses primarily comes from larger national / international commercial banks with investment banks active in underwriting transactions at the upper end of the middle-market. In Europe, following the onset of the 2007 financial crisis, the European banking sector experienced fundamental and structural changes, with bank consolidation, bankruptcy and nationalization occurring in local markets, as well as foreign banks retreating to their home markets. The net result of these trends was a decrease in the number of active bank participants in European middle-market lending, with the initial impact felt most severely in the United Kingdom. Similar changes have begun to occur in Australia and the retrenchment is now accelerating post the 2018 Royal Banking Commission into financial services.



2. For illustrative purposes only. Source: For US, FDIC study (FDIC Quarterly, 2019, Volume 13, Number 4) on evolution of U.S. Bank share of Primary leveraged loans since 1994. For Europe, S&P Global Intelligence, Q2 2020. For Australia, Ares Asia estimate, based on 2019 Annual Reports and 2019 APRA filings of the main 4 Australian banks (ANZ, CBA, NAB, Westpac)

To fill this financing void in the European middle-market, direct lenders began to enter the market. Whilst Ares started its European Direct Lending business in 2007, most non-bank lenders in Europe began to emerge sometime after the onset of the financial crisis with particular growth in the past five to seven years.

In Australia, as banks continue to pull back similarly to in both North America and Europe, there is a funding gap that needs to be filled. Domestic and regional credit funds lack capacity to fill the void and there are few global credit funds with an established local presence. While these supply-side effects continue to develop, demand for sponsor finance and more flexible leverage products is growing sharply.

In North America and Europe, alternative direct lenders have been able to benefit from their ability to (i) lend to higher loan-to-value versus commercial banks (usually compensated for by a higher interest rate), (ii) hold loans of scale compared with banks thus providing borrowers with a complete financing solution, (iii) offer more flexible terms, (iv) commit more quickly than commercial banks, and (v) provide liquidity in times of market volatility. The Manager believes the same opportunity set exists for alternative direct lenders in Australia.

Similar to North America and Europe, Australia is now experiencing the shift from the use of traditional bank lending for middle-market companies to alternative direct lenders, banks' share of the local leveraged finance market is expected to continue to decrease over time, leaving an increasingly large void to fill.

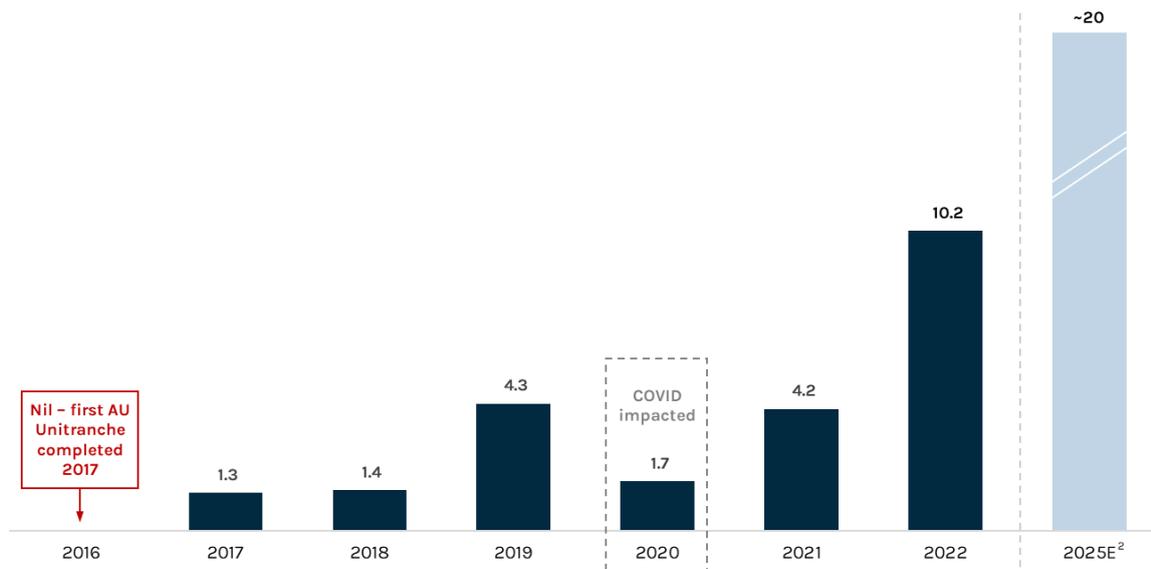
The Manager believes that an important difference between Europe and the Australian & New Zealand leverage finance markets revolves around the relative absence of flexible and higher leverage alternatives, as well as the absence of a high-yield bond market (except for resource-related borrowers). The Manager believes local private equity sponsors prefer dealing with local lenders as well as fund their buyouts with simple single-tranche capital structures.

2017 saw the first unitranche financing in Australia, which has since become the leading financing option to achieve higher and more flexible leverage. Unlike in Europe, where various alternatives exist to achieve similar leverage, in Australia, unitranche is the primary option sponsors can use to achieve more flexible and greater leverage.

## Australian Leveraged Finance Market Growth Since Inception

### ANZ Unitranche Market Volumes<sup>1</sup>

Unitranche Volumes (A\$bn)



For illustrative purposes only. Forecasts are inherently limited and should not be relied upon as indicators of actual or future outcomes.

1. Based on Ares Asia analysis on data of known Unitranche transactions completed and includes refinancings as of 31 December 2022.

2. Based on Ares Asia estimate of ANZ Unitranche market share in 2025E, which conservatively assumes forecast Unitranche market share gains below observed historical trends between 2016 and 2022, and no further market growth in the ANZ Leveraged Finance market by 2025, from 2022.

The Manager believes that from a sponsors' perspective, as competition amongst buyout firms intensifies, more attractive forms of financing, notably with respect to flexibility, leverage, speed and enhanced certainty of execution will become key competitive advantages. The Manager believes that this competitive dynamic is likely to see increased usage of unitranche structures over time, closing the gap with Europe on the relative share of buyouts funded in this manner. There are a limited number of locally based lenders capable of providing sponsors with unitranche financing structures, and in the Manager's view, demand significantly exceeds supply of local unitranche capital, which the Manager sees as a significant opportunity for Ares Asia to grow the market.

## 6. ADDITIONAL INFORMATION ABOUT THE FUND AND THE UNDERLYING FUND

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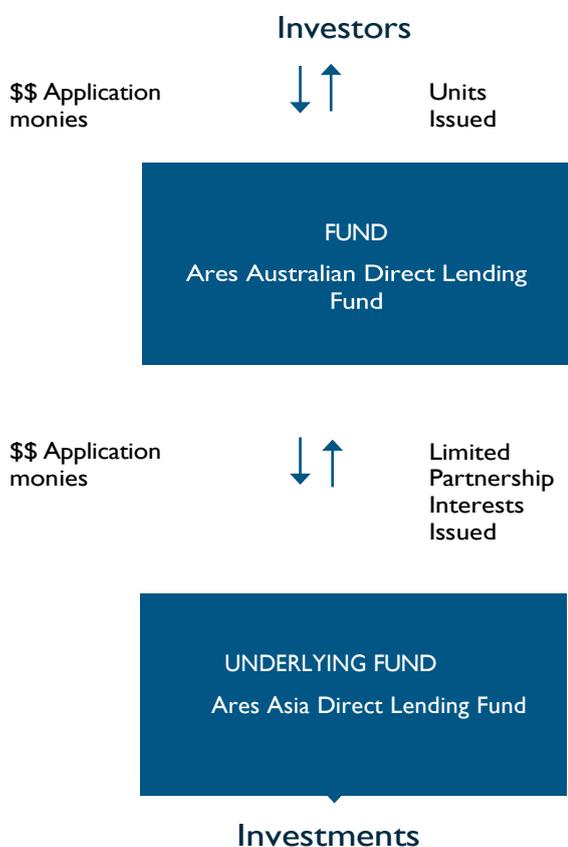
### Structure of the Fund

The Fund is an unlisted unregistered closed-ended unit trust. The offer for Units in the Fund is only available to wholesale clients (as that term is defined in the Corporations Act).

Your money will be invested into the Underlying Fund and used to purchase assets in line with the Underlying Fund's investment objectives. When you invest in the Fund, you will purchase Units in the Fund (rather than purchasing the assets directly), which represents a share of the value of the Fund's collective asset pool. Certain rights are attached to the Units and these rights are exercisable by the person who owns these Units (referred to as you, your, investor, or Unitholder throughout this IM).

### Structure of the Underlying Fund

The Ares Australian Direct Lending Fund ("Fund") principally invests into a Cayman master fund (Ares Asia Direct Lending, L.P., a Cayman Islands limited partnership ("Underlying Fund")).



## Authorised investments and asset allocation ranges

The Fund is authorised to hold limited partnership interests in the Underlying Fund, units in the Ares Global Credit Income Fund (Australian Unit Trust) or any other fund as deemed appropriate by the Manager (which will be used as a liquidity management tool to maximise returns from surplus cash) and cash.

The Fund gains exposure to various investment markets and asset classes by investing primarily into the Underlying Fund.

## Borrowings of the Fund

The Fund's Trust Deed allows for borrowing. The Fund will generally not borrow to invest, however could for example for the purposes of satisfying funding obligations in connection with the Underlying Fund. It is expected that any borrowing arrangements will not exceed more than 20% of the overall size of the NAV of the Fund when entered into. The Fund may also borrow from time to time to cover short-term cash flow needs or if emergency or extraordinary situations arise. Borrowings may be from a variety of sources, including related entities. Where funds are borrowed from related entities, the terms are set on a commercial and arm's length basis and will be for reasonable remuneration.

The availability and terms of borrowings are subject to the market for borrowings (including market conditions in debt and other markets) and therefore borrowings may not always be available. Lenders may refuse to provide borrowings, renew an existing borrowing facility or refuse to renew on commercially acceptable terms. This may be for reasons specific to the Fund or due to market-wide events.

The Fund may change the lending financial institution (if any) from time to time and may also seek to vary the terms of any borrowing facility where it is believed it would be in the best interests of Unitholders.

The Underlying Fund may borrow for investment and other general corporate purposes. Refer to 'Gearing and leverage of the Underlying Fund' below for more information.

## Gearing and leverage of the Underlying Fund

It is anticipated that the Underlying Fund will have access to two separate leverage facilities to potentially enhance risk-adjusted returns as well as increase the Underlying Fund's ability to underwrite and hold sizeable investments. The facilities will be provided by lenders Ares has deep and long-standing relationship with and are modelled on prior leverage facilities successfully employed by Ares in current and prior funds with similar investment strategies.

The main leverage facility will be provided by SMBC, one of Ares' key strategic partners globally. The strategic partnership between Ares and SMBC was formalized by an agreement in March 2020 to establish a wide-ranging business collaboration framework across joint investment opportunities, in particular private credit, collaboration on capital markets and a strategic distribution agreement. In addition to being an investor in Ares Management Corporation, select Ares credit funds and a provider of various credit facilities to Ares Capital Corporation ("ARCC"), the current SMBC team has also previously partnered with Ares in its European Senior Secured Loan Programme ("ESSLP") while the current SMBC team was at GE Capital. Ares had a good experience with GE Capital and subsequently decided to run off the program.

- SMBC credit facility: Exclusive 10-year partnership programme on a co-underwriting basis whereby SMBC will provide up to AUD\$2.1 billion in senior credit facilities to leverage unitranchees in Australia & New Zealand.
- Citigroup borrowing base: Citigroup is a long-standing Ares relationship and has provided funding to numerous funds, including Ares' European ACE funds, which have a similar strategy to the proposed Fund. Citigroup will provide a 6-year borrowing base up to AU\$700 million, similar in terms to the existing Citigroup facility provided to Ares Capital Europe IV ("ACE IV").

The two leverage facilities will be managed side-by-side with separate investment vehicles.

## Changes to investment policy

The Trust Deed of the Fund permits a wide range of investments and gives us, as Trustee, broad investment powers. We may change vary the investment objectives, strategies, benchmarks, asset allocation ranges and processes of the Fund without your consent. We will notify Unitholders of any material variation or changes which we believe they would not have reasonably expected.

We note that as the Fund invests through the Underlying Fund, the Underlying Fund may change its investment objective, strategies, benchmarks, asset allocation ranges and processes at any time without prior notice and without our consent.

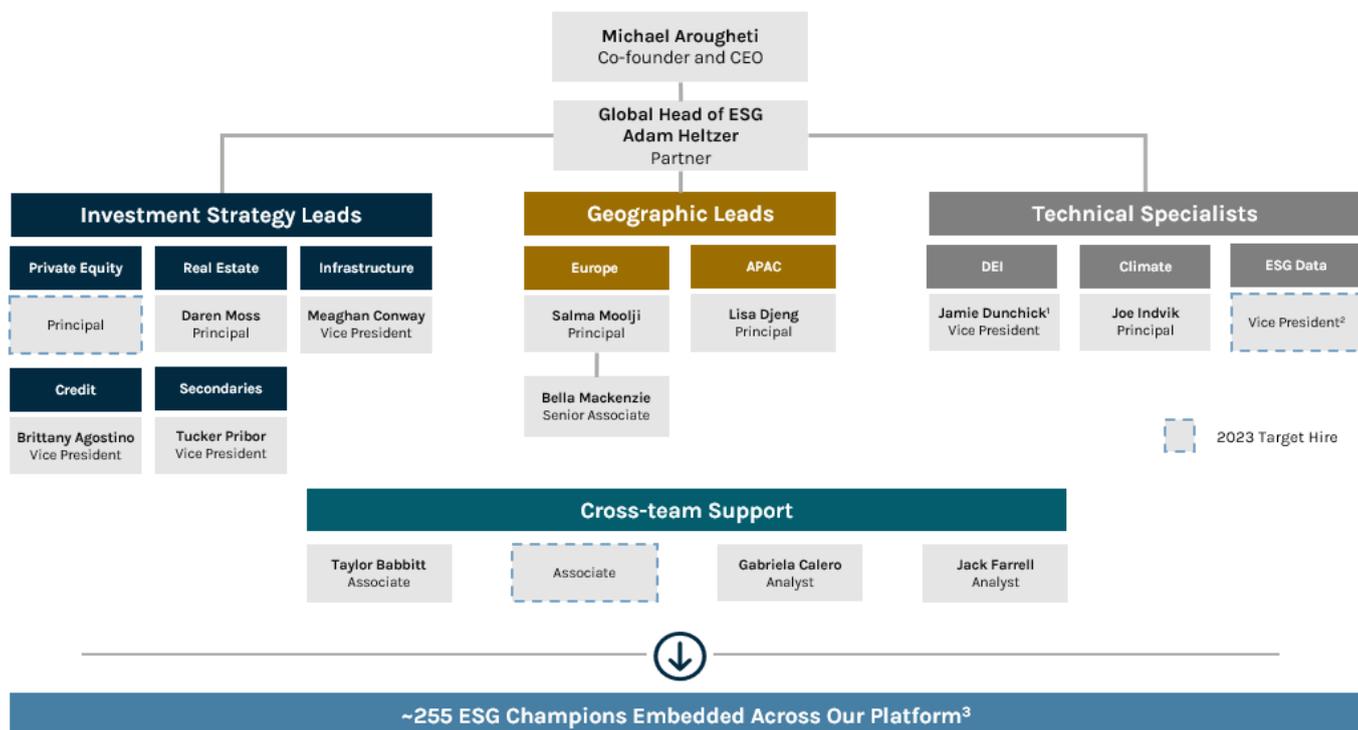
## Labour standards or environmental, social or ethical considerations

EQT has delegated the investment function (including ESG responsibilities) to the Manager and the Manager has contemplated that 'Labour, Environmental, Social and Ethical considerations' will be taken into account in relation to the investment of the fund. In recognition of the importance of considering environmental, social and governance ("ESG") factors in its investment process, Ares management adopted a Responsible Investment Program to guide its ESG integration activities across the investment platform and has updated its policy as practices evolve. Ares believes that integrating ESG factors into the investment and portfolio management processes across our platform helps enable us to not only seek to generate attractive and differentiated risk adjusted returns across our investment strategies, but also help drive positive change in our local communities and the world at large. Ares enhanced its Responsible Investment Program in October 2021 to convey our objectives for integrating ESG factors, the principles behind our approach, the governance framework to help ensure

continuous improvement, and the implementation steps that bring our approach to life throughout the investment lifecycle in a more formalized and scalable structure. Additionally, Ares published a Climate Change Addendum in 2022.

Ares' Responsible Investment Program is publicly available on our website at:

<https://www.aresmgmt.com/about-ares-management-corporation/esg>



ESG Team Organizational Chart as of July 31, 2023.

1. Jamie Dunchick is a member of the DEI team, however as part of her role she partners with the ESG team to scale DEI impact across the investment platform
2. This role may be embedded in the IT group
3. As of June 30, 2023.

Ares' dedicated ESG team is led by Adam Heltzer, Partner and Head of ESG, who is responsible for Ares' corporate ESG strategy globally and implementing Ares' firmwide Responsible Investment program. Adam Heltzer joined Ares in 2020 and reports directly to Ares' CEO, Michael Arougheti. Over time, the ESG team has continued to scale adding 12 individuals as of July 31, 2023 who help ensure a consistent approach and alignment of interests between our corporate ESG efforts and investment strategies. Specific to our business in the Asia-Pacific region, ESG efforts are led by Lisa Marie Djeng, Principal. Ms. Djeng earned the CFA Institute Certificate in ESG Investing and is a SASB FSA Credential holder in addition to other ESG-specific accreditations.

In addition to our dedicated ESG team, Ares has established a deep bench of ESG champions, including select investment, portfolio management and investor relations professionals who are embedded within investment strategies and are charged with supporting the implementation of both firmwide and strategy specific ESG objectives. We believe our integrated approach of partnering dedicated ESG resources with decentralized task forces helps enable us to more effectively engage the stakeholders who work most closely with our investments and who implement our ESG initiatives. Our model aims to benefit from a centralized team capable of setting strategic goals and coordinating firmwide policy and empowered individuals within our investment groups who oversee ESG-related initiatives directly as part of the daily operations of our businesses.

More information on the governance of Ares' ESG team can be found in the Governance section of Ares' Responsible Investment Program:

<https://www.aresmgmt.com/about-ares-management-corporation/esg>

Ares Asia, as part of the Ares group after the acquisition in July 2020 has integrated as part of the Ares group's United Nations' Principles of Responsible Investment ("UNPRI") signatory in 2023 and is committed to complying with the principles. When we assess a potential investment opportunity, we look at many factors, including environmental considerations, socially responsible investment and importantly its corporate governance.

## 7. RISK FACTORS

All investments carry risks. Different investment strategies may carry different levels of risk, depending on the assets acquired under the strategy. Assets with the highest long-term returns may also carry the highest level of short-term risk. You should consider the significant risks below when deciding whether to invest in the Fund. You may want to consider these risks in light of your risk profile. Your risk profile will vary depending on a range of factors, including your age, the investment time frame (how long you wish to invest for), your other investments or assets and your risk tolerance.

You may lose money by investing in the Fund and your investment in the Fund may not meet your objectives. The level of returns will vary and future returns may differ from past returns. Laws affecting managed investment schemes may also change in the future.

The purpose of this section is to inform a potential investor of the types of risks that may apply to an investment in the Fund (and subsequently the Underlying Fund). This section is a summary of what we consider to be the significant risks that should be considered before deciding to invest in the Fund. This section does not purport to be a comprehensive summary of all of the risks and there may be other risks that adversely affect the Fund.

Risk	Explanation
Counterparty risk	The Fund and the Underlying Fund are, to a certain extent, reliant on external providers in connection with its operation and investment activities. There is a risk with these arrangements that the other party to a contract (such as derivatives contract, physical security or foreign exchange contract trade) may fail to perform its contractual obligations either in whole or part (refer to 'Credit risk' for more information). In such circumstances, any collateral lodged with counterparties related to these derivatives may also be at risk. This may result in the investment activities of the Fund being adversely affected.
Credit risk	<p>The risk that the issuer of the fixed interest security (i.e. direct loan, asset backed security, corporate debt, corporate loan or derivative counterparty) is unable or unwilling to make interest and/or capital repayments in full and/or on time, or may not meet other financial obligations. Fixed income securities are subject to legal, political, macro-economic, industry and business risks which may lead to a loss of capital or interest payments.</p> <p>Losses may be complete or partial and may occur at any time depending on the extent of financial deterioration, the position of the fixed income security in the capital structure of the issuer or whether the fixed income security has security of assets in the case of default.</p> <p>Fixed income securities may be assigned a credit rating from rating agencies such as Standard and Poor's or Moody's Investor Services. A credit rating is only an opinion of creditworthiness that is subject to change. Credit risk is generally considered to be lower with investment grade credit quality fixed income securities and moves increasingly higher, the further down the credit quality spectrum.</p> <p>Deterioration in the creditworthiness of an issuer is likely to lead to volatility in the fixed income security secondary market price. A downgrade in credit rating may impact the spread causing the value of a fixed income security to fall.</p>

Risk	Explanation
Currency and currency hedging risks	<p>Some investments held by the Underlying Fund may be denominated in a currency different to Australian dollars. The value of these investments may fluctuate in Australian dollar terms because of fluctuations in currency exchange rates.</p> <p>As an example, a rise in the Australian dollar relative to other currencies may negatively impact investment value or returns. Conversely, a decline in the Australian dollar relative to other currencies may positively impact investment returns.</p> <p>The General Partner on behalf of the Underlying Fund adopts currency hedging strategies in an aim to reduce, or remove completely, the impact of these currency movements on the value of the investment. However, it should be noted that such hedging strategies could also reduce the potential for increased gains where the value of that currency increases relative to the Australian dollar. Further, there is also a risk that if the hedging is not implemented accurately or effectively, the Fund could be exposed to currency fluctuations. There can be no assurance that the Fund will be hedged at all times or that the Manager will be successful at employing the hedging strategies.</p>
Derivative risk	<p>The Underlying Fund may use derivatives, directly or indirectly, for hedging purposes and/or for investment purposes. The value of a derivative is linked to the value of an underlying asset and can be volatile. While the use of derivatives offers the opportunity for higher gains, it can also magnify losses to the Underlying Fund. A risk associated with using derivatives might include the value of the derivative failing to move in line with that of the underlying asset. Therefore, the derivative positions cannot be expected to perfectly hedge the risk of the underlying asset. Other risks associated with derivatives may include potential illiquidity of the derivative, the Underlying Fund not being able to meet payment obligations as they arise, the potential for leverage risk (at the Underlying Fund level) or the risk that the other party with whom the derivative contract is held will fail to perform its contractual obligations (refer to 'Counterparty risk' and 'Collateral risk').</p> <p>The Underlying Fund may also use derivatives in limited instances as a form of leverage or to seek to enhance returns, including speculation on changes in credit spreads, interest rates or other characteristics of the market, individual securities or groups of securities. Ares aims to keep derivative risk to a minimum by:</p> <ul style="list-style-type: none"> <li>• constantly monitoring the Fund and Underlying Fund's use of derivatives;</li> <li>• aiming to ensure that the Fund and the Underlying Fund keeps sufficient liquid assets to meet all obligations, costs, liabilities and potential losses associated with derivatives; and</li> <li>• entering into derivative contracts with reputable counterparties.</li> </ul> <p>However, neither Equity Trustees, Ares nor Ares Australia can guarantee that the Fund's and/or the Underlying Fund's derivatives strategy will be successful.</p>
Collateral risk	<p>The Underlying Fund enters into derivatives arrangements that require it to deliver (or 'post') collateral to the derivative counterparty or clearer. As a result, the Fund may be exposed to certain risks in respect of that collateral including the credit risk of the counterparty or clearer.</p>

Risk	Explanation
Fixed income security risk	<p>A fund investing in fixed income securities may experience a decline in income where market interest rates are falling and securities are reinvested at a lower yield. The impact of interest rate risk will largely depend on the term to maturity of the security. Refer to 'Interest rate risk' for further information.</p> <p>There are a number of additional risks which can result in significant variability in investment returns and a loss of income or capital value, including market risk and credit risk. The level of credit risk will generally depend on the creditworthiness of the security issuer. Refer to 'Credit risk' for further information.</p> <p>Investors are also exposed to risks associated with the terms and conditions of the individual financial security.</p>
Foreign investment risk	<p>The Fund invests in a collective investment vehicle located offshore and that is governed by foreign law. It is therefore subject to certain risks that are not prevalent if investing in markets directly. Such risks include:</p> <ul style="list-style-type: none"> <li>• various investment laws and regulations imposed by the foreign jurisdiction of the Underlying Fund that limit the use of certain securities and investment techniques that might improve performance;</li> <li>• limited partnership interests in the Underlying Fund not being actively traded and, except in limited circumstances, the Underlying Fund offers no withdrawal rights, meaning the only option for liquidity is generally redemption which may be subject to delays; and/or</li> <li>• risk that taxation or other applicable laws may change in Australia that may affect the operation of the Fund, including how distributions are paid from the Fund, or in the Cayman Islands which may affect the operation of the Underlying Fund.</li> </ul>
Fund risk	<p>Fund risk refers to specific risks associated with the Fund, such as termination, changes to fees and expenses and government policies. We may close the Fund to further investments if, for example, we consider it appropriate given the investment objective and investment strategy of the Fund. We may also terminate the Fund by notice to unitholders.</p> <p>Your investment in the Fund is governed by the terms of the Trust Deed, the IM, the Partnership Agreement and the PPM (each as amended from time to time), the Corporations Act, and other laws. The value or tax treatment of an investment in the Fund or its underlying assets, or the effectiveness of the Fund's trading or investment strategy may also be adversely affected by changes in government policies (including taxation), regulations and laws, or changes in generally accepted accounting policies or valuation methods. Such changes could also make some investors consider the Fund to be a less attractive investment option than other investments, prompting greater than usual levels of withdrawals, which could have adverse effects on the Fund.</p> <p>There is also a risk that investing in the Fund may give different results from holding the underlying assets of the Fund (i.e. Limited Partnership in the Underlying Fund) directly because of (but not limited to):</p> <ul style="list-style-type: none"> <li>• income or capital gains accrued in the Fund at the time of investing;</li> </ul> <p>We aim to manage these risks by monitoring the Fund and by acting in investors' best interests. In the event of winding up the Fund, we will realise all the Fund's assets, which will generally result in the crystallisation of tax positions (both income and capital) at that time.</p>
Underlying Fund risk	<p>Underlying Fund risk refers to specific risks associated with the Underlying Fund, such as termination, changes to fees and expenses and government policies. The Underlying Fund may be closed to further investments and/or be terminated.</p> <p>The Underlying Fund is governed by the terms of its constituent documents, offer document and other laws. The Underlying Fund, its underlying assets and/or its investment strategy and objective may be may also be adversely affected by changes in government policies (including taxation), regulations and laws.</p>

Risk	Explanation
Gearing risk	<p>The use of borrowed money or gearing within the Underlying Fund will increase investment exposure and can magnify the potential gains and losses from investments and increase the volatility of the Underlying Fund's total return. Gearing also increases the risk of the Underlying Fund not meeting the financial obligations of the borrowing, including but not limited to the cost of the borrowing and refinancing risk.</p>
Interest rate risk	<p>The market price of fixed interest securities (such as bonds) can be affected by movements in interest rates. For example, when interest rates rise, the capital value of the bond tends to fall and vice versa.</p> <p>Generally, the longer the maturity (or duration) of the bond, the greater the impact that a given change in interest rates will have on the value of that bond. Interest rate changes can be sudden and unpredictable, and the Underlying Fund may lose money as a result of movements in interest rates. The Underlying Fund may not be able to hedge against changes in interest rates or may choose not to do so for cost or other reasons. In addition, any hedges may not work as intended.</p>
Market risk	<p>The Underlying Fund may experience investment losses due to factors that result in market volatility and disruption and affect the overall performance of the financial markets. These events may include changes in spreads, macro-economic, regulatory, social and political conditions, weather events, terrorism, changes in technology, the environment and market sentiment and pandemics and other widespread public health emergencies including outbreaks of infectious diseases such as COVID-19.</p> <p>Often assets from less developed regions or markets display higher levels of volatility of investment return than assets in mature markets.</p>

Risk	Explanation
Operational risk	<p>The day to day operations of the Fund and the Underlying Fund may be adversely affected by circumstances beyond our reasonable control, such as a failure of technology or infrastructure, pandemics and other widespread public health emergencies including outbreaks of infectious diseases such as COVID-19 or natural disasters. A breakdown of administrative procedures and risk control measures implemented by us or by any of our service providers, including with respect to cyber-security, may also adversely affect the operation and performance of the Fund and the Underlying Fund.</p>
Service provider risk	<p>The Fund and the Underlying Fund may be reliant on external service providers in connection with their operation, such as the custodian and any sub-advisory managers appointed in respect of the Fund and Underlying Fund. There is a risk with these arrangements that the service providers may default in the performance of their obligations or seek to terminate the services with the result that the Fund and the Underlying Fund may be required to seek an alternative supplier and, in the interim, investment activities and other functions of the Fund and the Underlying Fund may be affected.</p> <p>In addition to the general service provider risk above, there are also certain risks associated with affiliates of the Ares Group providing services to the Fund and Underlying Fund. The Ares group, its respective partners, controlling persons, employees, agents, representatives and advisers are not in any way prohibited from spending substantial business time in connection with other businesses and activities (and receiving compensation in connection therewith), including without limitation managing investments other than the Fund and the Underlying Fund. There is a risk that any advice or other actions taken for other funds may have a material impact (positive or negative) on the holdings of the Fund and the Underlying Fund. The investment policies, fee arrangements and other circumstances relevant to the Fund may also be similar to or vary significantly from such arrangements for other clients of the Ares Group.</p> <p>The Ares Group has policies designed to manage conflicts of interest, and must adhere to these policies when performing the investment management function of the Fund.</p>

## 8. FEES, COSTS AND EXPENSES

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### Fund:

#### Manager fees

The Manager is entitled to a management fee of 0.25% p.a. (plus GST) of the NAV of the Fund. The management fee will reduce to the extent ordinary expenses exceed 0.15% p.a. and if ordinary expenses exceed 0.40% p.a. then the Manager will pay the excess.

#### Expenses

Expense recovery from the Fund of 0.15% p.a. of NAV of Fund for ordinary expenses, including the trustee's fees, as well as all formation costs and expenses associated with the launch of the Fund. Such formation costs incurred by the Fund would be amortised into the NAV of the Fund over a period rather than expensing the entire amount during the first year of operation of the Fund. Accordingly, the auditors' opinion of the Fund's financial statements may contain a qualification to this treatment.

We may, however, additionally recover any abnormal expenses from the assets of the Fund (as applicable), such as the costs of any Unitholder meetings.

### Underlying Fund:

#### Fees, carried interests, the Fund's entitlement to distributions and expenses

Under the Partnership Agreement, the General Partner and the Underlying Fund will also charge fees and expenses.

As set out in the Underlying Fund's PPM, the Underlying Fund will pay the following management fees (capitalised terms within this section have the meaning as defined in the Underlying Fund's PPM):

##### "Management Fees

Subject to the section entitled "Management Fee; Initial Close Discount" below, the Underlying Fund will pay an annual management fee ("Management Fee"), which will commence accruing only as of the Effective Date, to the Advisor quarterly in advance in respect of each Limited Partner in an amount equal to:

- A. prior to the earlier of (i) the expiration or termination of the Commitment Period, and (ii) the closing of any Competing Fund, 1.50% per annum (or 1.45% per annum if such Limited Partner is a Size Discount Limited Partner) of (x) such Limited Partner's Capital Under Management, less (y) such Limited Partner's Pro Rata Share of writedowns, but only to the extent of such Limited Partner's aggregate net losses from writedowns; and
- B. thereafter, (i) the lesser of (A) 1% per annum of such Limited Partner's Invested Capital and (B) an amount equal to the highest amount of Management Fee paid by such Limited Partner on any Management Fee Payment Date pursuant to clause (a) above, ignoring for this purpose, any reduction or offset as described in the section entitled "Transaction, Closing and Break-Up Fees" below, less (ii) such Limited Partner's *pro rata* share of writedowns, but only to the extent of such Limited Partner's aggregate net losses from writedowns.

"Capital Under Management" means, with respect to an unaffiliated Limited Partner, the aggregate of (i) such Limited Partner's percentage interest in each unrealized Portfolio Investment, multiplied by, in the case of each unrealized Portfolio Investment, (ii) the remaining investment cost of such unrealized Portfolio Investment.

"Invested Capital" shall mean, with respect to any unaffiliated Limited Partner, the sum of (without duplication) (a) such Limited Partner's Capital Under Management and (b) in the case of each unrealized Portfolio Investment, the product of (i) the amount of any indebtedness employed or committed to pursuant to the final paragraph of the section below entitled "Borrowing and Guarantees" and any equity investment at such level with respect to such unrealized Portfolio Investment, multiplied by (ii) such Limited Partner's percentage interest in such unrealized Portfolio Investment.

"Management Fee Payment Date" generally means the first business day of each fiscal quarter.

"Size Discount Limited Partner" means an unaffiliated Limited Partner that together with its affiliates has an aggregate Commitment of at least AUD 75 million.

Certain fees received by the Advisor or its affiliates will reduce the Management Fee as more fully described below.

Unaffiliated Limited Partners joining the Underlying Fund at Subsequent Closings will contribute (from their Unfunded Commitments) their allocable share of the Management Fee that otherwise would have been payable had all unaffiliated Limited Partners been admitted at the Initial Closing, plus additional amounts thereon at 7% per annum from the date such Management Fees would have been paid. Such amounts (other than additional amounts) will reduce the unaffiliated Limited Partners' Unfunded Commitments.

The Management Fee may be paid from drawdowns, which will reduce Unfunded Commitments, or out of Investment Proceeds.”

The Special Limited Partner is entitled to distributions from the Underlying Fund. The term Special Limited Partner refers to the General Partner, Ares Asia Direct Lending SLP LP, any other affiliate of the General Partner that the General Partner designates as a “Special Limited Partner”, and each of their respective successors and assigns that are also an affiliate of the General Partner. The Special Limited Partner’s entitlement to distributions is covered in the below (capitalised terms within this section have the meaning as defined in the Underlying Fund’s PPM):

#### “Distributions

Distributions of Disposition Proceeds and Current Income (together, “Investment Proceeds”) in respect of each Portfolio Investment shall be apportioned to the Partners *pro rata* in proportion to their percentage interests with respect to such Portfolio Investment. The amount so apportioned to any Limited Partner that is affiliated with the General Partner and designated as an affiliated limited partner by the General Partner shall be distributed to such person, and the amount so apportioned to each unaffiliated Limited Partner shall be divided between the Special Limited Partner and such unaffiliated Limited Partner and distributed as follows:

1. Return of Capital and Costs: First, 100% to such Limited Partner until such Limited Partner has received cumulative distributions of Investment Proceeds from all Portfolio Investments in an amount equal to the sum of: (a) such Limited Partner’s Capital Contributions for all Portfolio Investments as of such date; and (b) such Limited Partner’s Capital Contributions for Organizational Expenses, Management Fees, Partnership Expenses and the working capital reserve as of such date (the amounts described in clause (1)(a) and this clause (1)(b), together, such Limited Partner’s “Invested Capital and Costs”);
2. 7% Preferred Return: Second, 100% to such Limited Partner until the cumulative distributions of Investment Proceeds to such Limited Partner represent a 7% cumulative compounded per annum return on such Limited Partner’s Invested Capital and Costs;
3. Special Limited Partner Catch-up: Third, 100% to the Special Limited Partner until the Special Limited Partner has received an amount equal to 15% of the sum of (a) the aggregate amount of Investment Proceeds distributed to such Limited Partner from all Portfolio Investments, net of such Limited Partner’s Invested Capital and Costs, and (b) the amount of Carried Interest distributed to the Special Limited Partner with respect to such Limited Partner under this clause 3 or clause 4; and
4. 85/15 Split: Thereafter, 85% to such Limited Partner and 15% to the Special Limited Partner (the distributions to the Special Limited Partner described in clause 3 and this clause 4 being referred to collectively as “Carried Interest”).

Proceeds from certain investments in cash and cash equivalents will be distributed 100% to the Partners *pro rata* in proportion to their respective interest in the assets generating such income.

Notwithstanding the distribution priorities described above, the Underlying Fund may make distributions (including in respect of estimated taxes) to the Special Limited Partner with respect to each Limited Partner in each Fiscal Year in an amount sufficient to permit the payment of the anticipated tax obligations of the Special Limited Partner (as calculated in accordance with the Partnership Agreement) and its direct or indirect partners in respect of allocations or distributions of income related to the Carried Interest. Any such distributions shall be taken into account in making subsequent distributions to the Partners.”

As set out in the Underlying Fund’s PPM, the Underlying Fund will be charged the following fund expenses (capitalised terms within this section have the meaning as defined in the Underlying Fund’s PPM):

#### “Underlying Fund Expenses

In addition to the Management Fee (which is also a Partnership Expense as reflected in clause (x) below), the Underlying Fund, except as noted above, will pay all expenses related to its own operations (“Partnership Expenses”), including, but not limited to,

- (i) engaging legal counsel, accountants, tax professionals, custodians, administrators, auditors, third-party diligence and service providers, consultants (including expert networks and similar services), bookkeepers, directors (including independent directors of the General Partner or the Underlying Fund), banks, agents, valuation agents, consultants (including operating advisors or those engaged for similar functions), compliance firms, information technology providers and other outside advisors or service providers and any travel expenses of personnel of the General Partner or its affiliates incurred in connection with attending meetings with such advisors or service providers; *provided* that if the Underlying Fund at any time does not utilize a third-party administrator and, in lieu thereof, the General Partner or any of its affiliates provide administrative services to the Underlying Fund that would otherwise be provided by such third party, then the Underlying Fund shall bear its *pro rata* share of all costs and expenses of such self administration services, including overhead, salaries, benefits and other compensation for employees of the General Partner and/or its affiliates that perform such services;
- (ii) (A) un consummated investments (including all fees costs and expenses described in clause (B) below and liquidated damages, termination fees, reverse termination fees, forfeited deposits or other similar payments incurred in connection therewith), and (B) identifying, investigating, evaluating, diligencing, developing (including any retainers, success and finder’s fees and other compensation paid to contractors, senior advisors, joint venture partners and sourcing and operating partners), structuring, organizing, negotiating, studying (including any market studies), consummating, financing, purchasing, originating, sourcing (including attending industry and trade association meetings, conferences or events for purposes of sourcing and evaluating actual or potential investment opportunities), refinancing (including any brokerage, borrowing and financing fees or expenses), acquiring, bidding on, owning, managing, monitoring, operating, settling, appraising, rating (including rating agency fees and expenses), holding (including any loan servicing fees), registering (including notary costs), hedging, restructuring, syndicating, trading, taking public or private, selling (or potentially selling), valuing, winding up, liquidating or otherwise disposing of Portfolio Investments, or seeking to do any of the foregoing, including any financing, legal, accounting, research, auditing, information, appraisal, valuation (including third party valuations, appraisals or pricing services), advisory and consulting expenses, and any other similar professional fees, in connection therewith (to the extent the General Partner or the Advisor is not reimbursed by a prospective or actual Portfolio Company or other third parties or capitalized as part of the acquisition price of the transaction); *provided* that the foregoing shall include any similar amount incurred in connection with the formation, operation or windup of an alternative investment vehicle and/or any Portfolio Investments made pursuant thereto;
- (iii) brokerage commissions and fees, costs and expenses incurred in connection with any sale, depositary, trustee, record

- keeping, account, underwriting, prime brokerage, custodial, agent bank, other bank service and other similar services, and other investment fees, costs and expenses actually incurred in connection with making, holding, settling, monitoring, hedging or disposing of actual Portfolio Investments;
- (iv) capital payments, interest and other fees, costs and expenses (including professional fees) arising out of all financings entered into by the Underlying Fund, including, but not limited to, financing fees, margin calls, up-front fees, pre-payment fees, maintenance fees, unused facility fees and other costs and expenses (including legal costs and expenses) associated with negotiating, structuring, entering into, maintaining and terminating any subscription line or similar credit facility or any other indebtedness or credit support for borrowing by the Underlying Fund, any holding vehicle, special purpose vehicle, subsidiary or affiliate of the Underlying Fund;
  - (v) collateral administration or other administrative or reporting tools (including subscription-based services) for the benefit of the Partnership (and the Permitted Funds and any Competing Funds established or to be established pursuant to Section 4.6(a) of the Partnership Agreement);
  - (vi) preparing, distributing, compiling and filing (each as applicable) financial statements and other reports (including the costs of preparing, distributing, compiling and filing (each as applicable) financial statements and other reports (including the costs of licensing, implementing and maintaining any web portal, extranet tools or other reporting tools), tax returns, tax estimates, tax planning and structuring, Schedule K-1s to the Limited Partners or any administrative, compliance, legal, tax or regulatory filings, registrations or reports (including any filings, registrations or reports pursuant to laws in jurisdictions in which the Partnership invests, has Partners domiciled or otherwise located in or otherwise does business), or other information, including fees and costs of any third party service providers and professionals related to the foregoing;
  - (vii) D&O liability, errors and omissions liability, crime coverage and general partnership liability premiums and any other insurance relating to the affairs of the Underlying Fund and the affairs of the Underlying Fund's affiliates (including, for the avoidance of doubt, the costs and expenses of retaining independent legal counsel), including an allocable portion of the premiums and fees for any umbrella policies that cover the Underlying Fund, any Competing Funds established or to be established pursuant to Section 4.6(a) of the Partnership Agreement, Permitted Funds and affiliates of the General Partner;
  - (viii) indemnification obligations (including any fees, costs and expenses incurred in connection with indemnifying any Partner or other Person pursuant to the Partnership Agreement and advancing fees, costs and expenses incurred by any such Person in defense or settlement of any claim that may be subject to a right of indemnification pursuant to the Partnership Agreement) and any costs, losses, damages or other expenses related to any warranties or indemnities given by the Underlying Fund in relation to any Portfolio Investment, including where a claim has been made in respect of such warranties or indemnities;
  - (ix) any extraordinary expense of the Underlying Fund, including, without limitation, fees and expenses associated with any changes to the management structure and operation of the Underlying Fund and the terms of the Partnership Agreement, the Advisory Agreement and any agreement with any other provider of services to or in respect of the Underlying Fund as the General Partner considers to be necessary or desirable either to comply with the provisions of applicable regulation or seek to ensure that the management of the Underlying Fund is not subject to the provisions of applicable regulation or arising from any material change in the legal, tax or regulatory system in which the Underlying Fund, the General Partner or its affiliates operates (*provided that such changes or amendments are not primarily for the benefit of the General Partner and/or its affiliates*);
  - (x) the Management Fee;
  - (xi) the winding up and dissolution of the Underlying Fund, any alternative investment vehicle and any intermediate entity, subsidiary or holding company of the Underlying Fund and the General Partner;
  - (xii) the formation, management, operation (including, without limitation, currency hedging activities with respect thereto), termination, winding up and dissolution of any Feeder Fund, to the extent not paid by the Feeder Fund Investors thereof;
  - (xiii) any taxes, fees or other governmental charges levied against the Underlying Fund (other than tax advances that are reimbursed by, or treated as distributed to, a Partner) and all expenses incurred in connection with any tax audit, investigation, settlement or review of the Underlying Fund; *provided that this in no way limits Section 3.4(f) of the Partnership Agreement*;
  - (xiv) the implementation of, and compliance with, any regulatory requirements applicable to the Underlying Fund, the General Partner, the Advisor or their affiliates in relation to the Underlying Fund and/or Portfolio Investments (including but not limited to those arising under the AIFM directive (other than costs and expenses of the initial notifications, filings and compliance which fall within the definition of Organizational Expenses) and all fees, costs and expenses for the preparation, distribution or filing of any notifications, filings or reports contemplated by the AIFM directive (other than fees, costs and expenses of the initial notifications, filings and compliance falling within the definition of Organizational Expenses) or any similar laws, rules or regulations including fees, expenses and costs of any third party service providers and professionals related to the foregoing);
  - (xv) any actual, threatened or otherwise anticipated litigation, mediation, arbitration, other dispute resolution process or governmental inquiry, investigation or proceeding involving the Underlying Fund, the General Partner, the Advisor or their affiliates in relation to the Underlying Fund and/or Portfolio Investments, including the amount of any judgments, other awards, settlements or fines paid in connection therewith, except to the extent such expenses or amounts have been determined to be excluded from the indemnification provided for in Section 4.4 of the Partnership Agreement;
  - (xvi) the expenses of the LP Advisory Committee under Sections 5.4(a) and 5.4(e) of the Partnership Agreement including expenses incurred in connection with holding annual, periodic and special meetings of the LP Advisory Committee (including any costs and expenses incurred by the LP Advisory Committee members, other representatives of the Limited Partners appointing such LP Advisory Committee members, permitted observers, representatives of the General Partner and other Persons in attending or otherwise participating in meetings of the LP Advisory Committee, including the travel, meals and accommodations of such Persons) and fees and expenses of any agents, advisors, attorneys, accountants or other advisors engaged by the LP Advisory Committee;
  - (xvii) annual, periodic and special meetings of the Partners, meetings with one or more Partners, or otherwise holding meetings and conferences of the Partners, including, without limitation, set-up, room and board, dining, entertainment, other travel expenses, honorarium, speaker fees and other meeting-related expenses, whether individually or as a group;
  - (xviii) any excess organizational expenses;
  - (xix) unreimbursed fees, costs and expenses (including filing, title, registration and other similar fees, costs and expenses) incurred in connection with any transfer or proposed transfer by a Limited Partner (including the admission of an Assignee as a substitute Limited Partner) in accordance with Section 8.2 of the Partnership Agreement or any termination of a Limited

- Partner;
- (xx) printing, communications, marketing and publicity (including publicity and announcements relating to the closing or sale of Portfolio Investments);
  - (xxi) filing, title, transfer, registration and other similar fees and expenses;
  - (xxii) any defaults by Partners in the payment of any Capital Contributions (but only to the extent not paid by the applicable defaulting Limited Partner) and/or other out-of-pocket expenses incurred in connection with the collection of amounts due to the Underlying Fund from any Person;
  - (xxiii) any local onshore fees, costs and expenses incurred in connection with the presence of the Underlying Fund, the General Partner, the Advisor or their affiliates in jurisdictions in which the Underlying Fund maintains subsidiary acquisition vehicles, holding vehicles or other special purpose entities of the Partnership or its subsidiaries formed to make, hold or otherwise facilitate investments directly or indirectly on behalf of the Partnership, including costs and expenses (including travel expenses) incurred in connection with attending or otherwise participating in directors' or other meetings of such subsidiary acquisition vehicles, holding vehicles and other special purpose entities of the Partnership;
  - (xxiv) amendments to, and waivers, consents or approvals pursuant to the constituent documents of the Underlying Fund, the General Partner, the Advisor, their respective affiliates and any alternative investment vehicle, (including as the General Partner considers to be necessary or desirable to comply with the provisions of the AIFM directive) including the preparation, distribution and implementation thereof; *provided* that, for the avoidance of doubt, such fees, costs and expenses shall not be included as Partnership Expenses where the General Partner determines that such amendment, waiver, consent or approval is not sought for purposes of furthering the Underlying Fund's activities, investments and business (including, but not limited to, amendments solely concerning the internal governance of the General Partner, the Advisor or their affiliates (to the extent not primarily related to the foregoing purposes) or the tax treatment of the Carried Interest);
  - (xxv) the General Partner providing assistance to a successor general partner pursuant to Section 8.4 of the Partnership Agreement;
  - (xxvi) any activities with respect to protecting the confidential or non-public nature of any information or data; and
  - (xxvii) all other expenses properly chargeable to the activities of the Underlying Fund, including any other fees, costs, expenses, liabilities or obligations approved by the LP Advisory Committee."

Please refer to the terms of the Underlying Fund's PPM and Partnership Agreement for further details.

Members of the Ares group are entitled to earn remuneration arising from (or in connection with) the operation, investment and management of the Ares Global Credit Income Fund or any other Ares fund invested in by the Fund.

## 9. INVESTING IN THE FUND

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### Application for binding commitment for Capital Contribution

A investment in the Fund will be accepted in the form of a binding capital commitment.

The Application Form accompanying this IM, together with the Trust Deed for the Fund and the IM (together, the “Transaction Documents”) contain the terms applicable to your investment in the Fund.

It is only after the point in time when you agree to the Transaction Documents (including execution of the Application Form and provision of evidence of your wholesale client status), all AML/KYC documents have been completed and the Trustee, in its absolute discretion accepts your offer to invest, that the Trustee will accept your commitment.

By completing and signing the Application Form you irrevocably agree to be bound by the Transaction Documents and meet all obligations in those documents in a timely manner.

### Terms and conditions for applications

Under the Anti-Money Laundering and Counter Terrorism Financing Act 2006 and the Foreign Account Tax Compliance Act (“FATCA”) applications made without providing all the information and supporting identification documentation requested on the Application Form cannot be processed until all the necessary information has been provided. As a result, delays in processing your application may occur.

Equity Trustees reserves the right to refuse any application without giving a reason. If for any reason Equity Trustees or the Administrator refuses or is unable to process your application to invest in the Fund, the Administrator will return your application money to you, subject to regulatory considerations, less any taxes or bank fees in connection with the application. You will not be entitled to any interest on your application money in this circumstance.

### Withdrawals

No withdrawal rights.

The Fund primarily invests into the Underlying Fund and is therefore subject to the withdrawal regime of the Underlying Fund. As the Underlying Fund is closed ended, there are no withdrawal rights associated with it. Hence investors in the Fund will have no withdrawal rights.

### Distributions

An investor’s share of any distributable income is calculated in accordance with the Trust Deed and is generally based on the number of Units held by the investor at the end of the distribution period.

The Fund usually distributes income quarterly. Distributions are calculated on the last day of the period and are normally paid to investors as soon as practicable after the distribution calculation date.

Unless otherwise communicated by the Manager of the Fund, distributions of the Fund will generally be aligned with and made from the income and capital received from the Underlying Fund. There may be periods where no distributions are paid and we do not guarantee any level of distributions. Any amount distributed to the Fund by the Underlying Fund may be retained by the Fund and used for any purpose permissible under the Trust Deed.

Distributions must be made to an AUD-denominated bank account with an Australian domiciled bank.

### Reporting

Unitholders will receive a unitholder statement on a quarterly basis. Unitholders will also receive an annual tax statement and yearly audited reports.

### Rights and Liabilities of Unitholders

Rights of the Unitholders are governed by the Transaction Documents.

Except as required by applicable law or as otherwise expressly set forth in the Trust Deed, no Unitholder shall be required to repay to the Fund, the Trustee or any creditor of the Fund all or any part of the distributions made to such Unitholder, noting that if the Fund is required to return distributions to the Underlying Fund pursuant to section 5.2 of the Partnership Agreement, each Unitholder shall contribute to the Fund (within 5 Business Days after the date of any notice in the form of a Payment Notice or other written request by the Trustee), its share (as determined pursuant to section 5.2 of the Partnership Agreement as if such Unitholder were a Underlying Fund partner) of the amount required to be contributed by the Fund to the Underlying Fund with respect to the Fund’s interest in the Underlying Fund. Any contribution required pursuant to the immediately preceding sentence shall be made by each Unitholder in an amount equal to the amount by which such Unitholder would have been required to contribute to the Underlying Fund if such Unitholder were a Underlying Fund partner (and all of the capital contributions made by such Unitholder had been made directly by such Unitholder to the Underlying Fund, and all distributions received by the Fund from the Underlying Fund in respect of such Unitholder’s Interest had instead been distributed directly to such Unitholder by the Underlying Fund).

## 10. TAXATION INFORMATION

Investing in an unregistered managed investment scheme (such as this Fund) is likely to have tax consequences. You are strongly advised to seek your own professional tax advice about the applicable Australian tax (including income tax, Goods and Services Tax (“GST”) and duty) consequences and, if appropriate, foreign tax consequences which may apply to you based on your particular circumstances before investing in the Fund.

This section provides an overview of the likely Australian income tax, GST and stamp duty consequences for Unitholders in the Fund, based on the laws of the Commonwealth of Australia in force as at the date of this IM. These laws are subject to change periodically as is their interpretation by the courts and the Australian Taxation Office (“ATO”). This overview outlines the Australian taxation position of Unitholders who are Australian residents for income tax purposes and hold their units on capital account. It is not intended to apply to Unitholders who hold their units as trading stock or acquire units for the principal purpose of making a profit from a future disposal of those units.

Information provided in this section is of a general nature only and is not intended to be legal advice. Potential investors are strongly advised to obtain their own professional advice on the tax implications of investing in the Fund, based on their own specific circumstances.

### Taxation of the Fund

The Fund should generally be treated as a “flow-through” entity for Australian income tax purposes and should not be subject to income tax. Rather, Unitholders should be taxed on their share of the taxable income of the Fund each year.

The taxable income of the Fund is expected to primarily comprise income of a revenue nature, mainly consisting of distributions paid to the Fund by the Underlying Fund. If the Fund makes a loss for Australian income tax purposes in a financial year, the tax loss may not be distributed to Unitholders but may be carried forward by the Fund to be offset against taxable income of the Fund in future financial years, subject to the satisfaction of certain tax loss recoupment rules.

For income tax purposes, the Fund may be taxed like a company if it is a ‘public trading trust’. However, provided that the Fund and any entities that the Fund controls (or has the ability to control, either directly or indirectly) do not carry on a ‘trading business’, the Fund should not be treated as a public trading trust. Based on the investment structure and strategy of the Fund it is not expected that the Fund will be a public trading trust.

#### **Controlled Foreign Companies**

Where a foreign company is deemed to be “controlled” by one or more Australian tax residents together with associates, Australia’s controlled foreign company (“CFC”) regime may apply. Income attributed to an Australian taxpayer under the CFC regime is required to be included in the taxpayer’s assessable income for Australian income tax purposes.

It is expected that a single Australian resident entity unrelated to the Fund will hold:

- a greater than 50% interest in the Underlying Fund; or
- a 40% interest in the Underlying Fund and the Underlying Fund will not be controlled by one or more entities other than that single Australian resident entity,

such that the Underlying Fund will be a CFC.

Where an entity is a CFC only entities that are an “attributable taxpayer” will include their share of the CFC’s “attributable income”. The rules for determining whether a taxpayer is an “attributable taxpayer” are complex. On the basis of the above and as the Fund intends to hold an interest of less than 10% in the Underlying Fund, it is not expected that the Fund will be an attributable taxpayer in respect of the Underlying Fund and accordingly attributable income is not expected to be required to be included in the Fund’s assessable income under the CFC regime on an accruals basis. The application of the CFC regime needs to be considered on an annual basis and therefore this position may be subject to change.

#### **Attribution Managed Investment Trust status**

In the event the Fund qualifies as a managed investment trust (“MIT”) for Australian income tax purposes, the Trustee intends to make an irrevocable election to apply the attribution managed investment trust (“AMIT”) provisions to the Fund.

The Trustee intends to attribute the taxable income of the Fund to the Unitholders in accordance with the AMIT rules and the Trust Deed of the Fund each financial year. If there is any taxable income of the Fund that is not attributed to a Unitholder, the Fund will be subject to tax at the highest marginal rate (plus Medicare levy) on that non-attributed income.

### Taxation of Unitholders

#### **Taxation of distributions**

Unitholders will include in their assessable income their share of the taxable income of the Fund. The various components of the taxable income of the Fund should retain their character in the hands of the Unitholders for Australian tax purposes. As noted above, the taxable income of the Fund is expected to primarily comprise income of a revenue nature.

To the extent the distributions to a Unitholder exceeds the Unitholder’s attributed share of the Fund’s taxable income, the excess (known as a “tax deferred” distribution) will generally not be assessable to the Unitholder. Similarly, a return of capital by the Fund should not be assessable to the Unitholder.

Such tax deferred distributions or returns of capital will generally reduce the Unitholder's capital gains tax ("CGT") cost base of their units in the Fund. Once the cost base of a Unitholder's units has been reduced to nil any additional tax deferred or capital distributions will be assessable to a Unitholder as a capital gain.

Conversely, under the AMIT regime, to the extent that the distributions to a Unitholder is less than the Unitholder's share of the Fund's taxable income, the Unitholder will be entitled to a cost base increase for their units in the Fund. These cost base adjustments will impact upon the capital gains tax position upon the disposal of the Unitholder's units in the Fund (please refer to the "Disposal of Units" section below for additional information).

Unitholders will receive a tax statement after the end of each financial year that will provide them with details of the amounts that have been attributed to them by the Fund to assist them in the preparation of their tax return.

### **Disposal of Units**

A transfer or other disposal of units will trigger a taxable disposal event for CGT purposes. Unitholders will derive a taxable capital gain from the disposal event where the disposal proceeds received exceed the cost base of the relevant units at the time of disposal. Unitholders will incur a capital loss where the reduced cost base of the units disposed is greater than the disposal proceeds.

Where there is a capital gain upon disposal, certain Unitholders (such as Australian resident individuals, trusts and complying superannuation funds) may be entitled to a capital gains discount where they have held the units for at least 12 months prior to disposal. Individuals and trusts may be entitled to a capital gains discount of 50% and complying superannuation funds may be entitled to a capital gains discount of 33⅓%. Companies are not entitled to the capital gains discount.

### **Goods and Services Tax and Stamp Duty**

The issue or disposal of units, and the receipt of distributions, should not be subject to Goods and Services Tax ("GST") or stamp duty for Unitholders.

GST will be payable by the Fund as a component of the fees and expenses incurred by the Fund. The Fund will be entitled to full input tax credits for GST incurred on certain costs. The Fund will also be able to claim reduced input tax credits at the prescribed rates in respect of the remainder of its costs (to the extent a full input tax credit is not available).

### **Tax File Number and Australian Business Number**

It is not compulsory for Unitholders to provide their Tax File Number ("TFN") or Australian Business Number ("ABN") details to the Fund. However, unless a Unitholder is exempted, if a Unitholder does not provide their TFN or ABN, the Trustee may be required to deduct tax from distributions to such Unitholder at the highest personal marginal rate plus the Medicare levy and any other applicable government charges.

### **Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standard (CRS)**

In compliance with the US income tax laws commonly referred to as the FATCA and the Intergovernmental Agreement signed with the Australian Government in relation to FATCA, the Fund will be required to provide certain information to the ATO in relation to:

- Unitholders that are US citizens or residents;
- entities controlled by US persons; and
- financial institutions that do not comply with FATCA.

The Fund is intending to conduct appropriate due diligence in relation to FATCA (as required). Where a Unitholder does not provide appropriate information to the Fund, the Fund may also be required to report such accounts to the ATO.

The CRS is the global standard for the collection, reporting and exchange of financial account information of non-residents. The CRS is similar to FATCA, whereby the Trustee will be required to collect and report similar financial account information of all non-resident Unitholders to the ATO.

The ATO may exchange this information with the participating foreign tax authorities of those non-resident Unitholders.

### **Annual Investment Income Report (AIIR)**

The Fund is required to lodge annually an AIIR to the ATO containing certain Unitholder identity details and details of unit disposals and investment income paid or attributed to Unitholders for the relevant income year.

# 11. ADDITIONAL INFORMATION

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## Cooling off period

No cooling off period applies to Units offered under this IM.

## Non-listing of Units

The Units of the Fund are not listed on any stock exchange and no application will be made to list the Units of the Fund on any stock exchange.

## Termination of the Fund

The Trustee may resolve at any time to terminate, liquidate and wind up the Fund in accordance with the Fund's Trust Deed. The Fund may otherwise terminate if required by law. A notice will be provided to Unitholders advising of the Fund's termination. Upon termination and after conversion of Fund assets into cash and payment of, or provision for, all costs and liabilities (actual and anticipated), the net proceeds will be distributed pro-rata amongst all Unitholders according to the number of Units they hold in the Fund.

## Unit Pricing Discretions Policy

Equity Trustees has developed a formal written policy in relation to the guidelines and relevant factors taken into account when exercising any discretion in calculating unit prices (including determining the value of assets and liabilities). A copy of the policy and, where applicable and to the extent required, any other relevant documents in relation to the policy (such as records of any discretions which are outside the scope of, or inconsistent with, the unit pricing policy) will be made available to investors free of charge on request.

## Joint Account Operation

For joint accounts, unless indicated to the contrary on the Application Form, each signatory must sign the declaration in the Application Form. Joint accounts will be held as joint tenants unless we are advised to the contrary in writing.

## Appointment of Authorised Nominee to Operate Account

You can appoint a person, partnership or company as your authorised signatory. To do so, please nominate them on the initial Application Form and have them sign the relevant sections. If a company is appointed, the powers extend to any director and officer of the company. If a partnership is appointed, the powers extend to all partners. Such appointments will only be cancelled or changed once we receive written instructions from you to do so.

Once appointed, your authorised signatory has full access to operate your investment account for and on your behalf. This includes the following:

- making additional investments;
- requesting income distribution instructions to be changed;
- withdrawing all or part of your investment;
- changing bank account details;
- enquiring and obtaining copies of the status of your investment; and
- having online account access to your investment.

If you do appoint an authorised signatory:

- you are bound by their acts;
- you release, discharge and indemnify us from and against any losses, liabilities, actions, proceedings, account claims and demands arising from instructions received from your authorised representatives; and
- you agree that any instructions received from your authorised representative shall be complete satisfaction of our obligations, even if the instructions were made without your knowledge or authority.

## Electronic Instructions

If an investor instructs Equity Trustees by electronic means, such as email or via the internet the investor releases Equity Trustees from and indemnifies Equity Trustees against, all losses and liabilities arising from any payment or action Equity Trustees makes based on any instruction (even if not genuine):

- that Equity Trustees receives by an electronic communication bearing the investor's investor code; and
- which appears to indicate to Equity Trustees that the communication has been provided by the investor (for example, it has a signature which is apparently the investor's or an authorised signatory's or it has an email address which is apparently the investor's).

The investor agrees that neither the investor nor anyone claiming through the investor has any claim against Equity Trustees or the Fund in relation to such payments or actions.

There is a risk that a fraudulent withdrawal request can be made by someone who has access to an investor's investor code and a copy of their signature or email address. Please take care.

## Trust Deed of the Fund

You will be issued Units in the Fund when you invest. Each Unit represents an equal undivided fractional beneficial interest in the assets of the Fund as a whole subject to liabilities, but does not give you an interest in any particular property of the Fund.

Equity Trustees' responsibilities and obligations, as the Trustee of the Fund, are governed by the Trust Deed as well as the Corporations Act and general trust law. The Trust Deed contains a number of provisions relating to the rights, terms, conditions and obligations imposed on

both Equity Trustees, as the Trustee of the Fund, and investors. Some of the provisions of the Trust Deed are discussed elsewhere in this IM.

Other provisions relate to an investor's rights under the Trust Deed, and include:

- an investor's right to share in any Fund income, and how we calculate it;
- what you are entitled to receive when you withdraw or if the Fund is wound up;
- an investor's right to withdraw from the Fund - subject to the times when we can cease processing withdrawals, such as if the Fund becomes 'illiquid';
- the nature of the Units - identical rights attach to all Units; and
- an investor's rights to attend and vote at meetings – these provisions are mainly contained in the Corporations Act; and provisions that deal with capital contribution obligations for investors and how defaults for investors are managed.

There are also provisions governing our powers and duties, including:

- how we calculate unit prices, the maximum amount of fees we can charge and expenses we can recover;
- when we can amend the Trust Deed- generally we can only amend the Trust Deed where we reasonably believe that the changes will not adversely affect investors' rights.

Otherwise the Trust Deed can only be amended if approved at a meeting of investors;

- when we can retire as the Trustee of the Fund;
- when we can be removed as the Trustee of the Fund - which is when required by law; and
- our broad powers to invest, borrow and generally manage the Fund.

The Trust Deed also deals with our liabilities in relation to the Fund and when we can be reimbursed out of the Fund's assets. For example:

- subject to the Corporations Act we are not liable for acting in reliance and good faith on professional advice;
- subject to the Corporations Act we are not liable for any loss unless we fail to act in good faith or we act negligently; and
- we can be reimbursed for any liabilities we incur in connection with the proper performance of our powers and duties in respect of the Fund.

As mentioned above, Equity Trustees' responsibilities and obligations as the Trustee of the Fund are governed by the Trust Deed of the Fund, the Corporations Act and general trust law, which require that we:

- act in the best interests of investors and, if there is a conflict between investors' interests and our own, give priority to investors;
- ensure the property of the Fund is clearly identified, held separately from other funds and our assets, and is valued regularly;
- ensure payments from the Fund's property are made in accordance with the Trust Deed and the Corporations Act; and
- report to ASIC any breach of the Corporations Act in relation to the Fund which has had, or is likely to have, a materially adverse effect on investors' interests.

Copies of the Trust Deed are available, free of charge, on request from Equity Trustees.

## Indemnity

Equity Trustees, as the Trustee of the Fund, is indemnified out of the Fund against all liabilities incurred by it in properly performing or exercising any of its powers or duties in relation to the Fund. To the extent permitted by law, this indemnity includes any liability incurred as a result of any act or omission of a delegate or agent appointed by the Trustee. Equity Trustees may retain and pay out any monies in its hands all sums necessary to affect such an indemnity.

## Related party transactions

The Trustee and its associates are entitled to enter into or be interested on their own account in any transactions entered into on behalf of the Fund or with any company or body in which the Fund is invested or who provides services to the Fund. Any such transactions will be on arm's length commercial terms. The Trustee and its associates are also permitted to hold Units in any capacity.

## Manager consents

Ares Australia has given, and at the date of this IM has not withdrawn, its written consent:

- to be named in this IM as the Manager of the Fund; and
- to the inclusion of the statements made about it, the Fund, the investment strategy of the Fund and to the statistical information attributed to it in the form and context in which this information appears.

Ares Australia has not otherwise been involved in the preparation of this IM, nor has it caused or otherwise authorised the issue of this IM. Neither Ares Australia nor their employees or officers accept any responsibility arising in any way for errors or omissions from this IM, other than in relation to the statements for which they have provided consent.

## Administrator and Custodian consents

Apex has given, and at the date of this IM has not withdrawn, its written consent:

- to be named in this IM as the Administrator and Custodian of the Fund; and
- to the inclusion of the statements made about it and the Fund in the form and context in which this information appears.

Apex has not otherwise been involved in the preparation of this IM, nor have they caused or otherwise authorised the issue of this IM. Neither Apex nor their employees or officers accept any responsibility arising in any way for errors or omissions from this IM, other than in relation

to the statements for which they have provided consent.

## Indemnification of the Manager

Under the terms of the Management Agreement, Equity Trustees, in its capacity as trustee of the Fund, indemnifies and agrees to hold harmless the Manager against any loss or liabilities reasonably incurred by the Manager, and any direct costs, charges and expenses incurred by the Manager by reason of the Manager performing its duties and obligations under the Management Agreement. The Manager will not be entitled to be indemnified in relation to any such loss, liability, cost, charge or expense to the extent to which it is caused by the Manager's negligence, fraud or dishonesty.

## Your privacy

The Australian Privacy Principles contained in the Privacy Act 1988 (Cth) ("Privacy Act") regulate the way in which we collect, use, disclose, and otherwise handle your personal information. Equity Trustees is committed to respecting and protecting the privacy of your personal information, and our Privacy Policy details how we do this.

It is important to be aware that, in order to provide our products and services to you, Equity Trustees may need to collect personal information about you and any other individuals associated with the product or service offering. In addition to practical reasons, this is necessary to ensure compliance with our legal and regulatory obligations (including under the Corporations Act, the AML/CTF Act and taxation legislation). If you do not provide the information requested, we may not be able to process your application, administer, manage, invest, pay or transfer your investment(s).

You must therefore ensure that any personal information you provide to Equity Trustees is true and correct in every detail. If any of this personal information (including your contact details) changes, you must promptly advise us of the changes in writing. While we will generally collect your personal information from you, your broker or adviser or the Manager and Administrator directly, we may also obtain or confirm information about you from publicly available sources in order to meet regulatory obligations.

In terms of how we deal with your personal information, Equity Trustees will use it for the purpose of providing you with our products and services and complying with our regulatory obligations. Equity Trustees may also disclose it to other members of our corporate group, or to third parties who we work with or engage for these same purposes. Such third parties may be situated in Australia or offshore, however we take reasonable steps to ensure that they will comply with the Privacy Act when collecting, using or handling your personal information.

The types of third parties that we may disclose your information to include, but are not limited to:

- stockbrokers, financial advisers or adviser dealer groups, their service providers and/or any joint holder of an investment;
- those providing services for administering or managing the Fund, including the Manager, Custodian and Administrator, auditors, or those that provide mailing or printing services;
- our other service providers;
- regulatory bodies such as ASIC, ATO, APRA and AUSTRAC; and
- other third parties who you have consented to us disclosing your information to, or to whom we are required or permitted by law to disclose information to.

Equity Trustees or the Manager may from time to time provide you with direct marketing and/or educational material about products and services they believe may be of interest to you. You have the right to "opt out" of such communications by contacting us using the contact details below.

In addition to the above information, Equity Trustees' Privacy Policy contains further information about how we handle your personal information, and how you can access information held about you, seek a correction to that information, or make a privacy-related complaint.

Full details of Equity Trustees' Privacy Policy are available at [www.eqt.com.au](http://www.eqt.com.au). You can also request a copy by contacting Equity Trustees' Privacy Officer on +61 3 8623 5000 or by email to [privacy@eqt.com.au](mailto:privacy@eqt.com.au).

## Information on underlying investments

Information regarding the underlying investments of the Fund will be provided to a Unitholder in the Fund on request, to the extent Equity Trustees is satisfied that such information is required to enable the Unitholder to comply with its statutory reporting obligations. This information will be supplied within a reasonable timeframe having regard to these obligations.

## Anti-Money Laundering and Counter Terrorism Financing ("AML/CTF")

Australia's AML/CTF laws require Equity Trustees to adopt and maintain a written AML/CTF Program. A fundamental part of the AML/CTF Program is that Equity Trustees must hold up-to-date information about investors (including beneficial owner information) in the Fund.

To meet this legal requirement, we need to collect certain identification information (including beneficial owner information) and documentation ("KYC Documents") from new investors. Existing investors may also be asked to provide KYC Documents as part of an ongoing customer due diligence/verification process to comply with AML/CTF laws. If applicants or investors do not provide the applicable KYC Documents when requested, Equity Trustees may be unable to process an application, or may be unable to provide products or services to existing investors until such time as the information is provided.

In order to comply with AML/CTF Laws, Equity Trustees may also disclose information including your personal information that it holds about the applicant, an investor, or any beneficial owner, to its related bodies corporate or service providers, or relevant regulators of AML/CTF Laws (whether inside or outside Australia). Equity Trustees may be prohibited by law from informing applicants or investors that such reporting has occurred.

Equity Trustees shall not be liable to applicants or investors for any loss you may suffer because of compliance with the AML/CTF laws.

## Complaints

Equity Trustees has an established complaints handling process and is committed to properly considering and resolving all complaints. If you have a complaint about your investment, please contact us on:

Phone: 1300 133 472  
Post: Equity Trustees Limited  
GPO Box 2307, Melbourne VIC 3001  
Email: [compliance@eqt.com.au](mailto:compliance@eqt.com.au)

We will acknowledge receipt of the complaint within 1 Business Day or as soon as possible after receiving the complaint. We will seek to resolve your complaint as soon as practicable but not more than 30 calendar days after receiving the complaint.

If you are not satisfied with our response to your complaint, you may be able to lodge a complaint with the Australian Financial Complaints Authority ("AFCA").

The external dispute resolution body is established to assist you in resolving your complaint where you have been unable to do so with us. However, it's important that you contact us first.

## 12. GLOSSARY

Term	Meaning
ACE	Ares Capital Europe
ACE IV	Ares Capital Europe IV
Administrator	Apex
ADL	Ares Asia Direct Lending LP
Advisers	The investment adviser and sub-adviser to the Underlying Fund
AFCA	Australian Financial Complaints Authority
AFSL	Australian Financial Services license
AMIT	Attribution Managed Investment Trust
AML/CTF	Anti-Money Laundering and Counter Terrorism Financing
Apex	Apex Fund Services Pty Ltd ABN 81 118 902 891 AFSL 303253
Application Form	The application form that accompanies the IM
APRA	Australian Prudential Regulation Authority
ARCC	Ares Capital Corporation
Ares	Ares Management Corporation (NYSE: ARES)
Ares Asia	Asia Management Asia, a sub-group of the wider Ares Group
Ares Australia	Ares Management Asia (Australia) Pty Ltd ABN 24 646 675 130 AFSL 536083
Ares Group	Ares and its affiliates
ASIC	Australian Securities and Investments Commission
ASIO	Australian Security Intelligence Organisation
ASX	Australian Securities Exchange
AUD	Australian dollar
AUM	Assets Under Management
AUSTRAC	Australian Transaction Reports and Analysis Centre
CAGR	Compound annual growth rate
Capital Contribution	a capital contribution to the Fund made in accordance with section 2 of this IM.
Citigroup	Citibank, N.A., Sydney Branch
Corporations Act	means the Corporations Act 2001 (Cth), as amended.
CRS	Common Reporting Standard
Custodian	Apex
Custody and Fund Administration Agreement	the Custody and Fund Administration Agreement between the Trustee and Apex
EBITDA	Earnings before interest, taxes, depreciation and amortization
Equity Trustees	Equity Trustees Limited ABN 46 004 031 298 AFSL No. 240975
ESG	environmental, social and governance
ESSLP	European Senior Secured Loan Programme
FACTA	Foreign Account Tax Compliance Act

Fund	Ares Australian Direct Lending Fund
General Partner	Ares Asia Direct Lending GP Ltd
GST	Goods and Services Tax
IC	Investment Committee
IM	Information Memorandum
Investment Committee	as detailed in section 3 of this IM
Investment Team	as detailed in section 3 of this this IM
IRR	Internal rate of return
Manager	Ares Australia
Management Agreement	The management agreement between the Trustee and Ares Australia as amended, updated, varied or replaced from time to time, in relation to the provision of investment management services by Ares Australia for the Fund.
NAV	Net asset value
Offer Closing Date	has the meaning as provide for in section 2 of this IM.
Offer Opening Date	has the meaning as provide for in section 2 of this IM.
Partnership Agreement	the Underlying Fund's Third Amended and Restated Limited Partnership Agreement as may be further amended and/or restated from time to time.
Payment Notice	has the meaning as provide for in section 2 of this IM.
PEFO	Ares's portfolio management system
PDAC	Private Debt Advisory Committee
PPM	the Second Amended & Restated Legal Disclosures for the Underlying Fund as may be further amended, restated and/or supplemented from time to time.
SEC	The U.S. Securities and Exchange Commission
SMBC	Sumitomo Mitsui Banking Corporation
TAC	Trade Approval Committee
Transaction Documents	the Application Form, together with the Trust Deed and the IM
Trust Deed	The trust deed for the Fund
Trustee	Equity Trustees
Underlying Fund	means ADL
UNPRI	United Nations' Principles of Responsible Investment
US Securities Act	means the United States Securities Act of 1933, as amended.
Units	Units in the Fund.
Unitholder	A person who completes and submits an Application Form and subscription funds to the Fund in accordance with the terms of this IM and whose application has been accepted and who is registered as a holder of units under the Trust Deed.
Wholesale Client	Persons or entities defined as wholesale clients under section 761G of the Corporations Act.

## 13. CORPORATE DIRECTORY

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### **Trustee**

Equity Trustees Limited  
GPO Box 2307  
Melbourne VIC 3001

### **Manager**

Ares Management Asia (Australia) Pty Ltd  
Governor Phillip Tower  
Suite 42.01, Level 42/1 Farrer Pl  
Sydney NSW 2000

### **Administrator and Custodian**

Apex Fund Services Pty Ltd  
Level 10/12 Shelley St  
Sydney NSW 2001

# ARES AUSTRALIAN DIRECT LENDING FUND - APPLICATION FORM

This application form accompanies the Product Disclosure Statement (PDS)/Information Memorandum (IM) relating to units in the following product/s issued by Equity Trustees Limited (ABN 46 004 031 298, AFSL 240975). The PDS/IM contains information about investing in the Fund/Trust. You should read the PDS/IM in its entirety before applying.

- **Ares Australian Direct Lending Fund**

The law prohibits any person passing this Application Form on to another person unless it is accompanied by a complete PDS/IM.

- If completing by hand, use a black or blue pen and print within the boxes in BLOCK LETTERS, if you make a mistake, cross it out and initial. DO NOT use correction fluid
- The investor(s) must complete and sign this form
- Keep a photocopy of your completed Application Form for your records

U.S. Persons: This offer is not open to any U.S. Person. Please refer to the PDS/IM for further information.

## **Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standard (CRS)**

We are required to collect certain information to comply with FATCA and CRS, please ensure you complete section 7.

### **If investing with an authorised representative, agent or financial adviser**

Please ensure you, your authorised representative, agent and/or financial adviser also complete Section 6.

### **Provide certified copies of your identification documents**

Please refer to section 9 on AML/CTF Identity Verification Requirements.

### **Send your documents & make your payment**

See section 2 for payment options and where to send your application form.

## SECTION 1 - ARE YOU AN EXISTING INVESTOR IN THE FUND/TRUST AND WISH TO ADD TO YOUR INVESTMENT?

Do you have an existing investment in the Fund/Trust and the information provided remains current and correct?

- Yes**, if you can tick both of the boxes below, complete Sections 2 and 8
- I/We confirm there are no changes to our identification documents previously provided and that these remain current and valid.
- I/We confirm there have been no changes to our FATCA or CRS status

Existing investor number:

If there have been changes in your identification documents or FATCA/CRS status since your last application, please complete the full Application Form as indicated below.

- No**, please complete sections relevant to you as indicated below:

### Investor Type:

- Individuals/Joint:** complete section 2, 3, 6 (if applicable), 7, 8 & 9
- Companies:** complete section 2, 4, 6 (if applicable), 7, 8 & 9
- Custodians on behalf of underlying clients:** complete section 2, 4, 5, 5.1, 6 (if applicable), 7, 8 & 9
- Trusts/superannuation funds:**
- with an individual trustee – complete sections 2, 3, 5, 6 (if applicable), 7, 8 & 9
  - with a company as a trustee – complete sections 2, 4, 5, 6 (if applicable), 7, 8 & 9

If you are an Association, Co-operative, Partnership, Government Body or other type of entity not listed above, please contact Equity Trustees.

## SECTION 2 – INVESTMENT DETAILS

Investment to be held in the name(s) of (must include name(s) of investor(s))

Postal address

Suburb

State

Postcode

Country

Email address

Contact no.

FUND/TRUST NAME	CAPITAL CONTRIBUTION AMOUNT (AUD)
Ares Australian Direct Lending Fund	\$

The minimum initial investment is \$250,000

### Distribution Instructions

If you do not select a distribution option, we will automatically reinvest your distribution. If you select cash, please ensure you provide your bank details below.

- Reinvest distributions** if you select this option your distribution will be reinvested in the Fund/Trust
- Pay distributions to the bank** if you select this option your distribution will be paid to the bank account below

### Investor bank details

For withdrawals and distributions (if applicable), these must match the investor(s)' name and must be an AUD-denominated bank account with an Australian domiciled bank.

Financial institution name and branch location

BSB number

Account number

Account name

### Payment method

Direct credit – pay to:

Financial institution name and branch location	National Australia Bank, 105 Miller Street, North Sydney, NSW, 2060
BSB number	082 401
Account number	357771692
Account name	ARES AUSTRALIAN DIRECT LENDING FUND APPLICATION ACCOUNT
Reference	<Investor Name>

## Source of investment

Please indicate the source of the investment amount (e.g. retirement savings, employment income):

### Send your completed Application Form to:

Apex Fund Services Pty Ltd  
Client Services Registry Team  
GPO Box 4968,  
Sydney NSW 2001  
Additional applications may be faxed to: +61 2 9251 3525

**Please ensure you have completed all relevant sections and signed the Application Form**

**SECTION 3 – INVESTOR DETAILS – INDIVIDUALS/JOINT**

Please complete if you are investing individually, jointly or you are an individual or joint trustee.

**See Group A AML/CTF Identity Verification Requirements in Section 9****Investor 1**

Title	First name(s)	Surname
<input type="text"/>	<input type="text"/>	<input type="text"/>

Residential address (not a PO Box/RMB/Locked Bag)

Suburb	State	Postcode	Country
<input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>

Email address

(Statements will be sent to this address, unless you elect otherwise in Section 6)

Contact no.

<input type="text"/>	<input type="text"/>
----------------------	----------------------

Date of birth (DD/MM/YYYY)

Tax File Number\* – or exemption code

<input type="text"/>	/	<input type="text"/>	/	<input type="text"/>								
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Country of birth

Occupation

<input type="text"/>	<input type="text"/>
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Does the investor named above hold a prominent public position or function in a government body (local, state, territory, national or foreign) or in an international organisation or are you an immediate family member or a business associate of such a person?

No  Yes, please give details:

**Investor 2**

Title	First name(s)	Surname
<input type="text"/>	<input type="text"/>	<input type="text"/>

Residential address (not a PO Box/RMB/Locked Bag)

Suburb	State	Postcode	Country
<input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>

Email address

(Statements will be sent to this address, unless you elect otherwise in Section 6)

Contact no.

<input type="text"/>	<input type="text"/>
----------------------	----------------------

Date of birth (DD/MM/YYYY)

Tax File Number\* – or exemption code

<input type="text"/>	/	<input type="text"/>	/	<input type="text"/>								
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Country of birth

Occupation

<input type="text"/>	<input type="text"/>
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Does the investor named above hold a prominent public position or function in a government body (local, state, territory, national or foreign) or in an international organisation or are you an immediate family member or a business associate of such a person?

No  Yes, please give details:

If there are more than 2 registered owners, please provide details as an attachment.

## SECTION 4 – INVESTOR DETAILS – COMPANIES/CORPORATE TRUSTEE

Please complete if you are investing for a company or where the company is acting as trustee.

### See Group B AML/CTF Identity Verification Requirements in Section 9

Full company name (as registered with ASIC or relevant foreign registered body)

Registered office address (not a PO Box/RMB/Locked Bag)

Suburb

State

Postcode

Country





Australian Company Number

Tax File Number\* – or exemption code



Australian Business Number\* (if registered in Australia) or equivalent foreign company identifier

### Contact Person

Title

First name(s)

Surname




Email address

(Statements will be sent to this address, unless you elect otherwise in Section 6)

Contact no.



**Principal place of business:** If the principal place of business is the same as the registered office street address, state 'As above' below. Otherwise provide address details. For foreign companies registered with ASIC please provide a local agent name and address if you do not have a principal place of business in Australia.

### Principal Place of Business Address (not a PO Box/RMB/Locked Bag)

Suburb

State

Postcode

Country





### Registration details

Name of regulatory body

Identification number (e.g. ARBN)



### Controlling Persons, Directors and Beneficial Owners

All beneficial owners who own, hold or control either directly or indirectly 25% or more of the issued capital of a proprietary or private company that is not regulated i.e. does not have an AFSL or ACLN etc., will need to provide Group A AML/CTF Identity Verification Requirements specified in Section 9. In the case of an unregulated public company not listed on a securities exchange, provide the details of the senior managing official(s) as controlling person(s) (e.g. managing director, senior executive(s) etc. who is/are authorised to sign on the company's behalf, and make policy, operational and financial decisions) in the following sections. All proprietary and private companies, whether regulated or unregulated, must provide the names of all of the directors.

## Names of the Directors of a Proprietary or Private Company whether regulated or unregulated

1	2
3	4

If there are more than 4 directors, please write the other names below.

### Names of the Beneficial Owners or Senior Managing Official(s)

**Select:**

- Beneficial owner 1 of an unregulated proprietary or private company; OR
- Senior Managing Official of an unregulated, unlisted, public (e.g. Limited) company

Title	First name(s)	Surname
<input type="text"/>	<input type="text"/>	<input type="text"/>

Residential address (not a PO Box/RMB/Locked Bag)

Suburb	State	Postcode	Country
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Date of birth (DD/MM/YYYY)

 /  / 

Does the beneficial owner named above hold a prominent public position or function in a government body (local, state, territory, national or foreign) or in an international organisation or are you an immediate family member or a business associate of such a person?

- No  Yes, please give details:

**Select:**

- Beneficial owner 2 of an unregulated proprietary or private company; OR
- Senior Managing Official of an unregulated, unlisted, public (e.g. Limited) company

Title	First name(s)	Surname
<input type="text"/>	<input type="text"/>	<input type="text"/>

Residential address (not a PO Box/RMB/Locked Bag)

Suburb	State	Postcode	Country
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Date of birth (DD/MM/YYYY)

 /  / 

Does the beneficial owner named above hold a prominent public position or function in a government body (local, state, territory, national or foreign) or in an international organisation or are you an immediate family member or a business associate of such a person?

- No  Yes, please give details:

**If there are more than 2 beneficial owners or managing officials, please copy and complete this page for the other persons or alternatively, provide the additional details as an attachment.**

## SECTION 5 – INVESTOR DETAILS – TRUSTS/SUPERANNUATION FUNDS

Please complete if you are investing for a trust or superannuation fund.

**See Group C AML/CTF Identity Verification Requirements in section 9**

Full name of trust or superannuation fund

Full name of business (if any)

Country where established

Australian Business Number\* (if obtained)

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Tax File Number\* – or exemption code

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Trustee details – How many trustees are there?

- Individual trustee(s)** – complete Section 3 – Investor details – Individuals/Joint
- Company trustee(s)** – complete Section 4 – Investor details – Companies/Corporate Trustee
- Combination** – trustee(s) to complete each relevant section

### Type of Trust

- Registered Managed Investment Scheme**

Australian Registered Scheme Number (ARSN)

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- Regulated Trust** (including self-managed superannuation funds and registered charities that are trusts)

Name of Regulator (e.g. ASIC, APRA, ATO, ACNC)

Registration/Licence details or ABN

- Other Trust** (unregulated)

Please describe

#### Beneficiaries of an unregulated trust

Please provide details below of any beneficiaries who directly or indirectly are entitled to an interest of 25% or more of the trust.

1	2
3	4

If there are no beneficiaries of the trust, describe the class of beneficiary (e.g. the name of the family group, class of unit holders, the charitable purpose or charity name):

**Other Trust** (unregulated) Continued

**Settlor details**

Please provide the full name and last known address of the settlor of the trust where the initial asset contribution to the trust was greater than \$10,000.

- This information is not required if the initial asset contribution was less than \$10,000, and/or
- This information is not required if the settlor is deceased

Settlor's full name and last known address


**Beneficial owners of an unregulated trust**

Please provide details below of any beneficial owner of the trust. A beneficial owner is any individual who directly or indirectly has a 25% or greater interest in the trust or is a person who exerts control over the trust. This includes the appointer of the trust who holds the power to appoint or remove the trustees of the trust.

**All beneficial owners will need to provide Group A AML/CTF Identity Verification Requirements in Section 9**

**Beneficial owner 1 or Controlling Person 1**

Select:

- Beneficial owner 1; OR
- Controlling Person – What is the role e.g. Appointer:

Title	First name(s)	Surname

Residential address (not a PO Box/RMB/Locked Bag)

Suburb	State	Postcode	Country

Date of birth (DD/MM/YYYY)  /  /

Does the beneficial owner named above hold a prominent public position or function in a government body (local, state, territory, national or foreign) or in an international organisation or are you an immediate family member or a business associate of such a person?

- No
- Yes, please give details:

**Beneficial owner 2 or Controlling Person 2**

Select:

- Beneficial owner 2; OR
- Controlling Person – What is the role e.g. Appointer:

Title	First name(s)	Surname

Residential address (not a PO Box/RMB/Locked Bag)

Suburb	State	Postcode	Country

Date of birth (DD/MM/YYYY)  /  /

Does the beneficial owner named above hold a prominent public position or function in a government body (local, state, territory, national or foreign) or in an international organisation or are you an immediate family member or a business associate of such a person?

No  Yes, please give details:

**If there are more than 2 beneficial owners or controlling persons, please copy and complete this page for the other persons or alternatively, provide the additional details as an attachment.**

## **SECTION 5.1 – CUSTODIAN ATTESTATION: CHAPTER 4, PARTS 4.4.18 AND 4.4.19 OF THE AML/CTF RULES**

**If you are a Company completing this Application Form on behalf of an individual, another company, a trust or other entity, in a Custodial capacity, please complete this section.**

In accordance with Chapter 4, part 4.4.19 (1)(a) to (d) of the AML/CTF Rules, does the Custodian meet the definition (see 'Section 10 – Glossary') of a Custodian?

No  Yes

In accordance with Chapter 4, part 4.4.19 (e) of the AML/CTF Rules, do you, in your capacity as Custodian attest that prior to requesting this designated service from Equity Trustees, it has carried out and will continue to carry out, all applicable customer identification procedures on the underlying account holder named or to be named in the Fund's register, including conducting ongoing customer due diligence requirements in accordance with Chapter 15 of the AML/CTF Rules?

No  Yes

If you answered YES to all of the above questions, then Equity Trustees is able to apply the Chapter 4, part 4.4 Custodian rules to this account and will rely upon the customer due diligence conducted by the Custodian on the underlying account holder named or to be named in the Fund's register.

If requested to do so at any time after the provision of this designated service, the Custodian agrees to honour any reasonable request made by Equity Trustees for information or evidence about the underlying account holder in order to allow Equity Trustees to meet its obligations under the AML/CTF Act.

No  Yes

Excepting the below circumstances where the custodian answered NO or did not complete any of the above questions, no other information about the underlying account holder is required to be collected. However, further information about you as the Custodian and as a company is required to be collected and verified as required by the AML/CTF rules. Please complete the rest of this form for the Custodian.

### **Excepting circumstances:**

If you answered NO or did not complete any of the above questions, then we are unable to apply the Chapter 4, part 4.4 Custodian rules to this application. We are therefore obligated to conduct full Know Your Client procedures on the underlying account holder named or to be named in the Fund's register including any named nominee, as well as the trustees, beneficial owners and controlling persons of the underlying named account in addition to the Custodian. Therefore, please complete the relevant forms and provide identity documents for all parties connected to this account.

## SECTION 6 – AUTHORISED REPRESENTATIVE, AGENT AND/OR FINANCIAL ADVISER

Please complete if you are appointing an authorised representative, agent and/or financial adviser.

**See Group D AML/CTF Identity Verification Requirements in Section 9**

- I am an **authorised representative or agent** as nominated by the investor(s)

You must attach a valid authority such as Power of Attorney, guardianship order, grant of probate, appointment of bankruptcy etc. that is a certified copy. The document must be current and complete, signed by the investor or a court official and permits the authorised representative or agent to transact on behalf of the investor.

Full name of authorised representative or agent

Role held with investor(s)

Signature

Date



- I am a **financial adviser** as nominated by the investor

Name of adviser

AFSL number



Dealer group

Name of advisory firm



Postage address

Suburb

State

Postcode

Country





Email address

Contact no.



### Financial Advice (only complete if applicable)

- The investor has received personal financial product advice in relation to this investment from a licensed financial adviser and that advice is current.

### Financial Adviser Declaration

- I/We hereby declare that I/we are not a US Person as defined in the PDS/IM.
- I/We hereby declare that the investor is not a US Person as defined in the PDS/IM.
- I/We have attached the relevant CIP documents;

Signature

Date

## Access to information

Unless you elect otherwise, your authorised representative, agent and/or financial adviser will also be provided access to your investment information and/or receive copies of statements and transaction confirmations. By appointing an authorised representative, agent and/or financial adviser you acknowledge that you have read and agreed to the terms and conditions in the PDS/IM relating to such appointment.

- Please tick this box if you DO NOT want your authorised representative, agent and/or financial adviser to have access to information about your investment.
- Please tick this box if you DO NOT want copies of statements and transaction confirmations sent to your authorised representative, agent and/or financial adviser.
- Please tick this box if you want statements and transaction confirmations sent ONLY to your authorised representative, agent and/or financial adviser.

## SECTION 7 – FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA), COMMON REPORTING STANDARD (CRS) SELF-CERTIFICATION FORM – ALL INVESTORS MUST COMPLETE

### Sub-Section I – Individuals

Please fill this Sub-Section I only if you are an individual. If you are an entity, please fill Sub-Section II.

#### 1. Are you a US tax resident (e.g. US citizen or US resident)?

- Yes: provide your US Taxpayer Identification Number (TIN) and continue to question 2

Investor 1

Investor 2

- No: continue to question 2

#### 2. Are you a tax resident of any other country outside of Australia?

- Yes: state each country and provide your TIN or equivalent (or Reason Code if no TIN is provided) for each jurisdiction below and skip to question 12

##### Investor 1

Country/Jurisdiction of tax residence	TIN	If no TIN available enter Reason A, B or C
1		
2		

##### Investor 2

Country/Jurisdiction of tax residence	TIN	If no TIN available enter Reason A, B or C
1		
2		

*If more space is needed please provide details as an attachment.*

- No: skip to question 12

#### Reason Code:

If TIN or equivalent is not provided, please provide reason from the following options:

- Reason A: The country/jurisdiction where the investor is resident does not issue TINs to its residents.
- Reason B: The investor is otherwise unable to obtain a TIN or equivalent number (Please explain why the investor is unable to obtain a TIN in the below table if you have selected this reason).
- Reason C: No TIN is required. (Note. Only select this reason if the domestic law of the relevant jurisdiction does not require the collection of the TIN issued by such jurisdiction).

If Reason B has been selected above, explain why you are not required to obtain a TIN:

	Reason B explanation
Investor 1	
Investor 2	

## Sub-Section II – Entities

Please fill this Sub-Section II only if you are an entity. If you are an individual, please fill Sub-Section I.

### 3. Are you an Australian complying superannuation fund?

- Yes: skip to question 12
- No: continue to question 4

## FATCA

### 4. Are you a US Person?

- Yes: continue to question 5
- No: skip to question 6

### 5. Are you a Specified US Person?

- Yes: provide your TIN below and skip to question 7

- No: indicate exemption type and skip to question 7

### 6. Are you a Financial Institution for the purposes of FATCA?

- Yes: provide your Global Intermediary Identification Number (GIIN)

If you do not have a GIIN, please provide your FATCA status below and then continue to question 7. If you are a sponsored entity, please provide your GIIN above and your sponsor's details below and then continue to question 7.

- Exempt Beneficial Owner, provide type below:

- Deemed-Compliant FFI (other than a Sponsored Investment Entity or a Trustee Documented Trust), provide type below:

- Non-Participating FFI, provide type below:

- Sponsored Entity. Please provide the Sponsoring Entity's name and GIIN:


- Trustee Documented Trust. Please provide your Trustee's name and GIIN:


- Other, provide details:

- No: continue to question 7

**CRS****7. Are you a tax resident of any country outside of Australia and the US?**

- Yes: state each country and provide your TIN or equivalent (or Reason Code if no TIN is provided) for each jurisdiction below and continue to question 8

**Investor 1**

Country/Jurisdiction of tax residence	TIN	If no TIN available enter Reason A, B or C
1		
2		

**Investor 2**

Country/Jurisdiction of tax residence	TIN	If no TIN available enter Reason A, B or C
1		
2		

*If more space is needed please provide details as an attachment.*

**Reason Code:**

If TIN or equivalent is not provided, please provide reason from the following options:

- Reason A: The country/jurisdiction where the investor is resident does not issue TINs to its residents.
- Reason B: The investor is otherwise unable to obtain a TIN or equivalent number (Please explain why the investor is unable to obtain a TIN in the below table if you have selected this reason).
- Reason C: No TIN is required. (Note. Only select this reason if the domestic law of the relevant jurisdiction does not require the collection of the TIN issued by such jurisdiction).

If Reason B has been selected above, explain why you are not required to obtain a TIN:

	Reason B explanation
Investor 1	
Investor 2	

- No: continue to question 8

**8. Are you a Financial Institution for the purpose of CRS?**

- Yes: specify the type of Financial Institution below and continue to question 9

- Reporting Financial Institution
- Non-Reporting Financial Institution:
- Trustee Documented Trust
- Other: please specify:

--

- No: skip to question 10

**9. Are you an investment entity resident in a non-participating jurisdiction for CRS purposes and managed by another financial Institution?**

- Yes: skip to question 11
- No: skip to question 12

## Non-Financial Entities

### 10. Are you an Active Non-Financial Entity (Active NFE)?

- Yes: specify the type of Active NFE below and skip to question 12:
- Less than 50% of the entity's gross income from the preceding calendar year is passive income (e.g. dividends, distribution, interests, royalties and rental income) and less than 50% of its assets during the preceding calendar year are assets held for the production of passive income
- Corporation that is regularly traded or a related entity of a regularly traded corporation
- Provide name of Listed Entity:
- and exchange on which traded:
- Governmental Entity, International Organisation or Central Bank
- Other: please specify:
- No: you are a Passive Non-Financial Entity (Passive NFE). Continue to question 11

## Controlling Persons

### 11. Does one or more of the following apply to you:

- Is any natural person that exercises control over you (for corporations, this would include directors or beneficial owners who ultimately own 25% or more of the share capital) a tax resident of any country outside of Australia?
- If you are a trust, is any natural person including trustee, protector, beneficiary, settlor or any other natural person exercising ultimate effective control over the trust a tax resident of any country outside of Australia?
- Where no natural person is identified as exercising control of the entity, the controlling person will be the natural person(s) who holds the position of senior managing official.

- Yes. provide controlling person information below:

#### Controlling person 1

Title	First name(s)	Surname	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Residential address (not a PO Box/RMB/Locked Bag)			
<input type="text"/>			
Suburb	State	Postcode	Country
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date of birth (DD/MM/YYYY)	<input type="text"/>	/	<input type="text"/>
	<input type="text"/>	/	<input type="text"/>

Country/Jurisdiction of tax residence	TIN	If no TIN available enter Reason A, B or C
1		
2		

**Controlling person 2**

Title	First name(s)	Surname
<input type="text"/>	<input type="text"/>	<input type="text"/>

Residential address (not a PO Box/RMB/Locked Bag)

Suburb	State	Postcode	Country
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Date of birth (DD/MM/YYYY)  /  /

Country/Jurisdiction of tax residence	TIN	If no TIN available enter Reason A, B or C
1		
2		

*If there are more than 2 controlling persons, please provide details as an attachment.*

**Reason Code:**

If TIN or equivalent is not provided, please provide reason from the following options:

- Reason A: The country/jurisdiction where the investor is resident does not issue TINs to its residents.
- Reason B: The investor is otherwise unable to obtain a TIN or equivalent number (Please explain why the investor is unable to obtain a TIN in the below table if you have selected this reason).
- Reason C: No TIN is required. (Note. Only select this reason if the domestic law of the relevant jurisdiction does not require the collection of the TIN issued by such jurisdiction).

If Reason B has been selected above, explain why you are not required to obtain a TIN:

	Reason B explanation
Investor 1	<input type="text"/>
Investor 2	<input type="text"/>

No: continue to question 12

**12. Signature and Declaration – ALL investors must sign**

- I undertake to provide a suitably updated self-certification within 30 days of any change in circumstances which causes the information contained herein to become incorrect.
- I declare the information above to be true and correct.

**Investor 1**

Name of individual/entity

Name of authorised representative

Signature

Date

**Investor 2**

Name of individual/entity

Name of authorised representative

Signature

Date

## SECTION 8 – DECLARATIONS – ALL INVESTORS MUST COMPLETE

In most cases the information that you provide in this form will satisfy the AML/CTF Act, the US Foreign Account Tax Compliance Act (FATCA) and the Common Reporting Standard (CRS). However, in some instances the Responsible Entity may contact you to request further information. It may also be necessary for the Responsible Entity to collect information (including sensitive information) about you from third parties in order to meet its obligations under the AML/CTF Act, FATCA and CRS.

### When you complete this Application Form you make the following declarations:

- I/We have received the PDS/IM and made this application in Australia (and/or New Zealand for those offers made in New Zealand).
- I/We have read the PDS/IM to which this Application Form applies and agree to be bound by the terms and conditions of the PDS/IM and the Constitution of the relevant Fund/Trust in which I/we have chosen to invest.
- I/we have carefully considered the features of Fund/Trust as described in the PDS (including its investment objectives, minimum suggested investment timeframe, risk level, withdrawal arrangements and investor suitability) and, after obtaining any financial and/or tax advice that I/we deemed appropriate, am/are satisfied that my/our proposed investment in the Fund/Trust is consistent with my/our investment objectives, financial circumstances and needs.\*
- I/We have considered our personal circumstances and, where appropriate, obtained investment and/or taxation advice.
- I/We hereby declare that I/we are not a US Person as defined in the PDS/IM.
- I/We acknowledge that (if a natural person) I am/we are 18 years of age or over and I am/we are eligible to hold units in the Fund/Trust in which I/We have chosen to invest.
- I/We acknowledge and agree that Equity Trustees has outlined in the PDS/IM provided to me/us how and where I/we can obtain a copy of the Equity Trustees Group Privacy Statement.
- I/We consent to the transfer of any of my/our personal information to external third parties including but not limited to fund administrators, fund investment manager(s) and related bodies corporate who are located outside Australia for the purpose of administering the products and services for which I/we have engaged the services of Equity Trustees or its related bodies corporate and to foreign government agencies for reporting purposes (if necessary).
- I/we hereby confirm that the personal information that I/we have provided to Equity Trustees is correct and current in every detail, and should these details change, I/we shall promptly advise Equity Trustees in writing of the change(s).
- I/We agree to provide further information or personal details to the Responsible Entity if required to meet its obligations under anti-money laundering and counter-terrorism legislation, US tax legislation or reporting legislation and acknowledge that processing of my/our application may be delayed and will be processed at the unit price applicable for the Business Day as at which all required information has been received and verified.
- If I/we have provided an email address, I/we consent to receive ongoing investor information including PDS/IM information, confirmations of transactions and additional information as applicable via email.
- I/We acknowledge that Equity Trustees does not guarantee the repayment of capital or the performance of the Fund/Trust or any particular rate of return from the Fund/Trust.
- I/We acknowledge that an investment in the Fund/Trust is not a deposit with or liability of Equity Trustees and is subject to investment risk including possible delays in repayment and loss of income or capital invested.
- I/We acknowledge that Equity Trustees is not responsible for the delays in receipt of monies caused by the postal service or the investor's bank.
- If I/we lodge a fax application request, I/we acknowledge and agree to release, discharge and agree to indemnify Equity Trustees from and against any and all losses, liabilities, actions, proceedings, account claims and demands arising from any fax application.
- If I/we have completed and lodged the relevant sections on authorised representatives, agents and/or financial advisers on the Application Form then I/we agree to release, discharge and indemnify Equity Trustees from and against any and all losses, liabilities, actions, proceedings, account claims and demands arising from Equity Trustees acting on the instructions of my/our authorised representatives, agents and/or financial advisers.
- If this is a joint application each of us agrees that our investment is held as joint tenants.
- I/We acknowledge and agree that where the Responsible Entity, in its sole discretion, determines that:
  - I/we are ineligible to hold units in a Fund/Trust or have provided misleading information in my/our Application Form; or
  - I/we owe any amounts to Equity Trustees, then I/we appoint the Responsible Entity as my/our agent to submit a withdrawal request on my/our behalf in respect of all or part of my/our units, as the case requires, in the Fund/Trust.
- I/We represent and warrant that, except as disclosed by I/we to the Trustee, I/we are not (i) an "employee benefit plan" that is subject to Title I of the United States Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (ii) an individual retirement account of annuity or other "plan" that is subject to code §4975 or (iii) a fund of funds, an insurance company separate account or an insurance company general account or another entity account (such as a group trust), in each case whose underlying assets are deemed under the U.S Department of Labor regulation codified at 29 C.F.R. § 2510.3-101, as modified by Section 3(42) of ERISA (the "Plan Asset Regulation"), to include "plan assets" of any "employee benefit plan" subject to ERISA or "plan" subject to Code §4975 (each of clauses (i) through (iii), an "ERISA Investor"). If I/we have indicated that I/we are not an ERISA Investor, I/we represent, warrant and covenant that I/we shall not become an ERISA Investor for so long as it holds units.

- **For Wholesale Clients\*** – I/We acknowledge that I am/we are a Wholesale Client (as defined in Section 761G of the Corporations Act 2001 (Cth)) and are therefore eligible to hold units in the Fund/Trust.
- **For New Zealand applicants\*** – I/we have read the terms of the offer relating to New Zealand investors, including the New Zealand warning statement.
- **For New Zealand Wholesale Investors\*** – I/We acknowledge and agree that:
  - I/We have read the “New Zealand Wholesale Investor Fact Sheet” and PDS/IM or “New Zealand Investors: Selling Restriction” for the Fund/Trust;
  - I am/We are a Wholesale Investor and am/are therefore eligible to hold units in the Fund/Trust;
  - and I/We have not:
    - Offered, sold, or transferred, and will not offer, sell, or transfer, directly or indirectly, any units in the Fund/Trust;
    - Granted, issued, or transferred, and will not grant, issue, or transfer, any interests in or options over, directly or indirectly, any units in the Fund/Trust; and
    - Distributed and will not distribute, directly or indirectly, the PDS/IM or any other offering materials or advertisement in relation to any offer of units in the Fund/Trust, in each case in New Zealand, other than to a person who is a Wholesale Investor; and
  - I/We will notify Equity Trustees if I/we cease to be a Wholesale Investor; and
  - I/We have separately provided a signed Wholesale Investor Certification located at the end of this Application Form.

All references to Wholesale Investor in this Declaration are a reference to Wholesale Investor in terms of clause 3(2) of Schedule 1 of the Financial Markets Conduct Act 2013 (New Zealand).

\* Disregard if not applicable.

**\*Terms and conditions for collection of Tax File Numbers (TFN) and Australian Business Numbers (ABN)**

Collection of TFN and ABN information is authorised and its use and disclosure strictly regulated by tax laws and the Privacy Act. Investors must only provide an ABN instead of a TFN when the investment is made in the course of their enterprise. You are not obliged to provide either your TFN or ABN, but if you do not provide either or claim an exemption, we are required to deduct tax from your distribution at the highest marginal tax rate plus Medicare levy to meet Australian taxation law requirements.

For more information about the use of TFNs for investments, contact the enquiries section of your local branch of the ATO. Once provided, your TFN will be applied automatically to any future investments in the Fund/Trust where formal application procedures are not required (e.g. distribution reinvestments), unless you indicate, at any time, that you do not wish to quote a TFN for a particular investment. Exempt investors should attach a copy of the certificate of exemption. For super funds or trusts list only the applicable ABN or TFN for the super fund or trust.

**When you sign this Application Form you declare that you have read, agree to and make the declarations above**

**Investor 1**

Name of individual/entity

Capacity (e.g. Director, Secretary, Authorised signatory)

Signature

Date

Company Seal (if applicable)

**Investor 2**

Name of individual/entity

Capacity (e.g. Director, Secretary, Authorised signatory)

Signature

Date

## SECTION 9 – AML/CTF IDENTITY VERIFICATION REQUIREMENTS

The AML/CTF Act requires the Responsible Entity to adopt and maintain an Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) Program. The AML/CTF Program includes ongoing customer due diligence, which may require the Responsible Entity to collect further information.

- Identification documentation provided must be in the name of the investor.
- Non-English language documents must be translated by an accredited translator. Provide both the foreign language document and the accredited English translation.
- Applications made without providing this information cannot be processed until all the necessary information has been provided.
- If you are unable to provide the identification documents described please contact Equity Trustees.

**These documents should be provided as an original or a CERTIFIED COPY of the original.**

### Who can certify?

Below is an example of who can certify proof of ID documents under the AML/CTF requirements:

- Bailiff
- Bank officer with 5 or more years of continuous service
- Building society officer with 5 or more years of continuous service
- Chiropractor (licensed or registered)
- Clerk of court
- Commissioner for Affidavits
- Commissioner for Declarations
- Credit union officer with 5 or more years of continuous service
- Dentist (licensed or registered)
- Fellow of the National Tax Accountant's Association
- Finance company officer with 5 or more years of continuous service
- Judge of a court
- Justice of the peace
- Legal practitioner (licensed or registered)
- Magistrate
- Marriage celebrant licensed or registered under Subdivision C of Division 1 of Part IV of the Marriage Act 1961
- Master of a court
- Medical practitioner (licensed or registered)
- Member of Chartered Secretaries Australia
- Member of Engineers Australia, other than at the grade of student
- Member of the Association of Taxation and Management Accountants
- Member of the Australian Defence Force with 5 or more years of continuous service
- Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the Institute of Public Accountants
- Member of the Parliament of the Commonwealth, a State, a Territory Legislature, or a local government authority of a State or Territory
- Minister of religion licensed or registered under Subdivision A of Division 1 of Part IV of the Marriage Act 1961
- Nurse (licensed or registered)
- Optometrist (licensed or registered)
- Permanent employee of Commonwealth, State or local government authority with at least 5 or more years of continuous service.
- Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service
- Pharmacist (licensed or registered)
- Physiotherapist (licensed or registered)
- Police officer
- Psychologist (licensed or registered)
- Registrar, or Deputy Registrar, of a court
- Sheriff
- Teacher employed on a full-time basis at a school or tertiary education institution
- Veterinary surgeon (licensed or registered)

### When certifying documents, the following process must be followed:

- All copied pages of original proof of ID documents must be certified and the certification must not be older than 2 years.
- The authorised individual must ensure that the original and the copy are identical; then write or stamp on the copied document "certified true copy". This must be followed by the date and signature, printed name and qualification of the authorised individual.
- In cases where an extract of a document is photocopied to verify customer ID, the authorised individual should write or stamp "certified true extract".

**GROUP A – Individuals/Joint**

Each individual investor, individual trustee, beneficial owner, or individual agent or authorised representative must provide one of the following primary photographic ID:

- A current Australian driver's licence (or foreign equivalent) that includes a photo and signature.
- An Australian passport (not expired more than 2 years previously).
- A foreign passport or international travel document (must not be expired)
- An identity card issued by a State or Territory Government that includes a photo.

If you do NOT own one of the above ID documents, please provide one valid option from Column A and one valid option from Column B.

**Column A**

- Australian birth certificate.
- Australian citizenship certificate.
- Pension card issued by Department of Human Services.

**Column B**

- A document issued by the Commonwealth or a State or Territory within the preceding 12 months that records the provision of financial benefits to the individual and which contains the individual's name and residential address.
- A document issued by the Australian Taxation Office within the preceding 12 months that records a debt payable by the individual to the Commonwealth (or by the Commonwealth to the individual), which contains the individual's name and residential address. Block out the TFN before scanning, copying or storing this document.
- A document issued by a local government body or utilities provider within the preceding 3 months which records the provision of services to that address or to that person (the document must contain the individual's name and residential address).
- If under the age of 18, a notice that was issued to the individual by a school principal within the preceding 3 months; and contains the name and residential address; and records the period of time that the individual attended that school.

## GROUP B – Companies

For Australian Registered Companies, provide one of the following (must clearly show the Company's full name, type (private or public) and ACN):

- A certified copy of the company's Certificate of Registration or incorporation issued by ASIC.
- A copy of information regarding the company's licence or other information held by the relevant Commonwealth, State or Territory regulatory body e.g. AFSL, RSE, ACL etc.
- A full company search issued in the previous 3 months or the company's last annual statement issued by ASIC.
- If the company is listed on an Australian securities exchange, provide details of the exchange and the ticker (issuer) code.
- If the company is a majority owned subsidiary of a company listed on an Australian securities exchange, provide details of the holding company name, its registration number e.g. ACN, the securities exchange and the ticker (issuer) code.

All of the above must clearly show the company's full name, its type (i.e. public or private) and the ACN issued by ASIC.

For Foreign Companies, provide one of the following:

- A certified copy of the company's Certificate of Registration or incorporation issued by the foreign jurisdiction(s) in which the company was incorporated, established or formed.
- A certified copy of the company's articles of association or constitution.
- A copy of a company search on the ASIC database or relevant foreign registration body.
- A copy of the last annual statement issued by the company regulator.

All of the above must clearly show the company's full name, its type (i.e. public or private) and the ARBN issued by ASIC, or the identification number issued to the company by the foreign regulator.

**In addition, please provide verification documents for each beneficial owner or controlling person (senior managing official and shareholder) as listed under Group A.**

A beneficial owner of a company is any person entitled (either directly or indirectly) to exercise 25% or more of the voting rights, including a power of veto, or who holds the position of senior managing official (or equivalent) and is thus the controlling person.

## GROUP C – Trusts

For a Registered Managed Investment Scheme, Government Superannuation Fund or a trust registered with the Australian Charities and Not-for-Profit Commission (ACNC), or a regulated, complying Superannuation Fund, retirement or pension fund (including a self-managed super fund), provide one of the following:

- A copy of the company search of the relevant regulator’s website e.g. APRA, ASIC or ATO.
- A copy or relevant extract of the legislation establishing the government superannuation fund sourced from a government website.
- A copy from the ACNC of information registered about the trust as a charity
- Annual report or audited financial statements.
- A certified copy of a notice issued by the ATO within the previous 12 months.
- A certified copy of an extract of the Trust Deed (i.e. cover page and signing page and first two pages that describes the trust, its purpose, appointer details and settlor details etc.)

For all other Unregulated trust (including a Foreign trust), provide the following:

- A certified copy of an extract of the Trust Deed (i.e. cover page and signing page and first two pages that describes the trust, its purpose, appointer details and settlor details etc.)

**If the trustee is an individual, please also provide verification documents for one trustee as listed under Group A.**

**If the trustee is a company, please also provide verification documents for a company as listed under Group B.**

## GROUP D – Authorised Representatives and Agents

In addition to the above entity groups:

- If you are an **Individual Authorised Representative or Agent** – please also provide the identification documents listed under Group A.
- If you are a **Corporate Authorised Representative or Agent** – please also provide the identification documents listed under Group B.

All Authorised Representatives and Agents must also provide a certified copy of their authority to act for the investor e.g. the POA, guardianship order, Executor or Administrator of a deceased estate, authority granted to a bankruptcy trustee, authority granted to the State or Public Trustee etc.

## SECTION 10 – GLOSSARY

Custodian – means a company that:

- a) is acting in the capacity of a trustee; and
- b) is providing a custodial or depository service of the kind described in item 46 of table 1 in subsection 6(2) of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF Act); and
- c) either:
  - i. holds an Australian financial services licence authorising it to provide custodial or depository services under the Corporations Act 2001; or
  - ii. is exempt under the Corporations Act 2001 from the requirement to hold such a licence; and
- d) either:
  - i. satisfies one of the 'geographical link' tests in subsection 6(6) of the AML/CTF Act; or
  - ii. has certified in writing to the relevant reporting entity that its name and enrolment details are entered on the Reporting Entities Roll; and
- e) has certified in writing to the relevant reporting entity that it has carried out all applicable customer identification procedures and ongoing customer due diligence requirements in accordance with Chapter 15 of the AML/CTF Rules in relation to its underlying customers prior to, or at the time of, becoming a customer of the reporting entity.