

INFORMATION MEMORANDAM

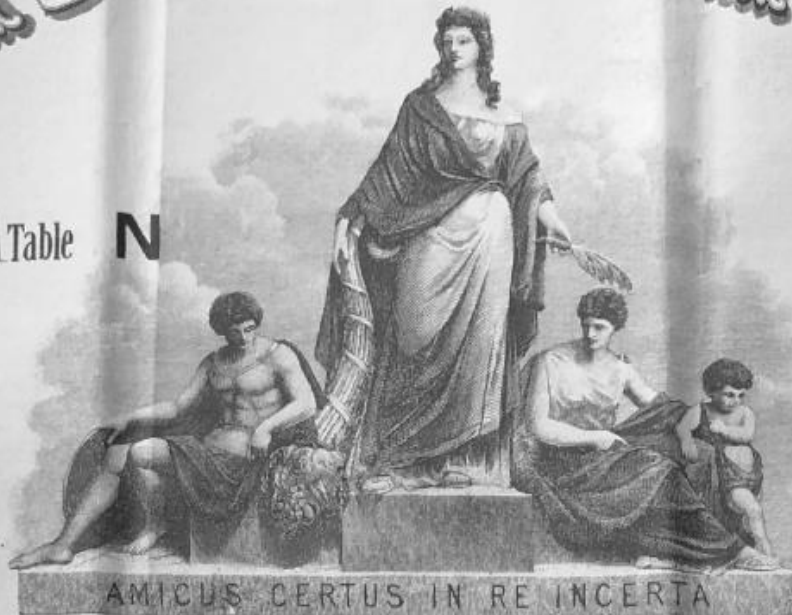
PARTICIPATING POLICY.

AUSTRALIAN

No. _____ Table **N**

SUM ASSURED

L 500.



ESTABLISHED 1849

Mutual Provident Society

HEAD OFFICE: 87 PITT STREET, SYDNEY.

In pursuance of the Proposal for this Policy, dated the fifteenth day of February 1935 which is hereby declared to be the basis of and shall be held to form part of this Contract, and in consideration of the payment by VICTOR GLÄSSON CARTER of SYDNEY, Clerk. (hereinafter called the Assured) of the Premium specified in the second column of the Schedule hereunder on the days specified in the third column of the said Schedule in each year during the life of the person named in the first column of the said Schedule (hereinafter called the Life Assured) up to the twentieth day of March 1949 inclusive and thenceforth by the Life Assured, the AUSTRALIAN MUTUAL PROVIDENT SOCIETY (hereinafter called the Society) will (subject to the Conditions on the back hereof, which shall be held to form part of this Policy) on the death of the Life Assured if occurring before the twenty first day of March 1949 pay to the Assured ^{his} Executors, Administrators or Assigns the Premiums that shall have been paid before such death (with interest thereon at the rate of four per cent. per annum, but without any bonus), but if such death occur on or after the twenty first day of March 1949 then the Society will on the death of the Life Assured pay the sum specified in the fourth column of the said Schedule to the Executors, Administrators or Assigns of the Life Assured.

The risk under this Policy commences from the nineteenth day of March 1935.
SCHEDULE.

FIRST COLUMN.	SECOND COLUMN.	THIRD COLUMN.	FOURTH COLUMN.
	Yearly Premium		Sum assured from the <u>21st</u> day of <u>March 1949</u> from which date the

Contact

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Manager: Aussie TEP Management Pty Ltd

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Web: www.aussieteps.com.au

Email: contactus@aussieteps.com.au

SUM ASSURED

£ 500.

HEAD OFFICE: 67 PITT STREET, SYDNEY.

In pursuance of the Proposal for this Policy, dated the fifteenth day of February 1935 which is hereby declared to be the basis of and shall be held to form part of this Contract, and in consideration of the payment by VICTOR GLASSON CARTER of SYDNEY, Clerk, (hereinafter called the Assured) of the Premium specified in the second column of the Schedule hereunder on the days specified in the third column of the said Schedule in each year during the life of the person named in the first column of the said Schedule (hereinafter called the Life Assured) up to the twentieth day of March 1949 inclusive and thenceforth by the Life Assured, the AUSTRALIAN MUTUAL PROVIDENT SOCIETY (hereinafter called the Society) will (subject to the Conditions on the back hereof, which shall be held to form part of this Policy) on the death of the Life Assured if occurring before the twenty-first day of March 1949 pay to the Assured or Executors, Administrators or Assigns the Premiums that shall have been paid before such death (with interest thereon at the rate of four per cent. per annum, but without any bonus), but if such death occur on or after the twenty-first day of March 1949 then the Society will on the death of the Life Assured pay the sum specified in the fourth column of the said Schedule to the Executors, Administrators or Assigns of the Life Assured.

The risk under this Policy commences from the nineteenth day of March 1935.

SCHEDULE.

FIRST COLUMN.	SECOND COLUMN.	THIRD COLUMN.	FOURTH COLUMN.
Name of the person whose life is assured.	Yearly Premium payable in advance.	Premium payable.	Sum payable from the 21st day of March, 1949, from which date the Policy will participate in the surplus.
VICTOR KENNETH	£4. 15. 0	on the twentieth day of March	£500.



Important Notice

This Information Memorandum (IM) is dated 7 June 2019 and relates to the Offer to invest in the Aussie TEP Fund (Fund). This Offer is made by

One AR Pty Ltd ACN 602 601 776, (Trustee), is an authorised representative, (authorised representative no. 471702), of One Investment Administration Ltd ACN 072 899 060, (AFSL no. 225064), (OIAL) and is the trustee of the Fund. The Trustee is also an authorised representative (authorised representative number 1274689) of The Outlook Group Pty Ltd ACN 105 079 696 (AFSL no. 223119), (Supplier), limited to its role as trustee of the Fund.

The Trustee has appointed Aussie TEP Management Pty Ltd ACN 126 373 000, (Manager) as the investment manager of the Fund. The Manager is an authorised representative (authorised representative no. 1269067) of The Outlook Group Pty Ltd ACN 105 079 696, the holder of AFSL 253119.

In this IM, "we", "our" and "us" refer to the Trustee and "you" and "your" refer to potential or existing Investors.

WHOLESALE AND SOPHISTICATED INVESTORS ONLY

This Offer is available to wholesale and sophisticated investors only. We will not issue Units to you unless we are satisfied you are a professional investor (as this term is defined in the Act), you invest at least \$500,000 into the Fund, you meet the minimum asset (\$2.5 million of net assets) or income (\$250,000 of gross income for the last two financial years) requirements, or you otherwise satisfy us you are not a "retail client" for the purposes of Chapter 7 of the Act.

FOREIGN JURISDICTIONS

This Offer is available to investors in Australia only. This IM does not constitute an offer in any jurisdiction other than Australia and the distribution of this IM outside of Australia may be restricted by law. If you come into possession of this IM in another jurisdiction you should seek your own advice, and observe any such restrictions of the laws of that jurisdiction. We will take your return of a duly completed Application Form to constitute a representation and warranty by you that there has been no breach.

NOT INVESTMENT ADVICE. SEEK YOUR OWN FINANCIAL ADVICE

We have prepared this IM without taking account of your investment objectives, financial situation or needs. This IM does not contain investment, legal, tax or immigration advice, nor is it a recommendation or opinion on the merits of investing in the Fund. You should seek professional advice and conduct your own investigation and analysis regarding the information contained in this IM. Investment in the Fund is speculative and may not be appropriate for you. You should consider the appropriateness of investing in the Fund having regard to your objectives, financial situation and needs.

Important Notice (cont'd)

NOT A PRODUCT DISCLOSURE STATEMENT (PDS) OR PROSPECTUS

The Fund is an unregistered managed investment scheme and the regulated fundraising requirements of the Act do not apply to the Offer. This IM is not a PDS within the meaning of the Act. Accordingly, this IM does not contain the same level of disclosure required for registered managed investment schemes that issue PDSs. We have prepared this IM on the express basis it does not purport to contain all of the information you may require to make an informed decision about whether or not to invest in the Fund.

You should read this IM carefully in full before investing. This IM must be read in conjunction with the Fund's Constitution for further information about your rights and obligations as an investor in the Fund and our rights and obligations as the trustee of the Fund. If there are inconsistencies between this IM and the Constitution, the Constitution will prevail.

Statements made in this IM are made at the date of this IM. Under no circumstance does the delivery of this IM at any time or the issue of any Units in the Fund create an implication the information contained in this IM is correct at any other time subsequent to such date.

DISCLAIMER

We do not guarantee the performance of the Fund, the repayment of capital or any income or capital return; and nor does the Manager or any of our respective directors, associates or advisors.

To the extent permitted by law, neither we nor our directors, associates and advisors, nor the Manager and its directors, associates and advisors, represent or warrant (expressly or impliedly) the information in this IM is complete, true and correct and not misleading or likely to be misleading, or are responsible or in any circumstance liable for any statement made in this IM. You should make your own enquiries to ascertain the accuracy of any information upon which you intend to rely.

There are usually differences between forecast and actual results because events and actual circumstances frequently do not occur as forecast and these differences may be material. The actual outcomes are dependent on future events which may be radically different from those predicted for reasons outside our or the Manager's control. It is particularly important you carefully consider the risk factors that could affect the performance of the Fund in light of your personal circumstances before making an investment decision.

CONFIDENTIALITY

This IM is provided on a strictly confidential basis solely for your information and exclusive use to assess an investment in the Fund and may not be used for any other purpose. This IM may not be copied, reproduced, republished, posted, transmitted, distributed, disseminated or disclosed, in whole or in part, to any other person in any way without our prior written consent, which we may withhold in our absolute discretion. By accepting this IM, you agree you will comply with these confidentiality restrictions and acknowledge your compliance is a material inducement to us providing this IM to you.

GLOSSARY AND FINANCIAL DETAILS

Capitalised terms are defined in the Glossary and all references to dollar amounts are to Australian Dollars (AUD), unless otherwise stated.

Section 1: Introduction

The Fund

The Aussie TEP Fund is an unregistered managed investment scheme which pools Investors' money and will invest in a portfolio of Life Policies which have an asset value and a fixed maturity date. These are known as Traded Endowment Policies (TEPs).

The Outlook Group

The Outlook Group is Australia's only business that purchases conventional life policies and recycles them into A-AA rated investment assets.

The Outlook Group has been solely focused on this asset class for over 20 years.

Managing Director, Brad Traynor BA. (Com), FCA, leads The Outlook Group team. The Manager is a member of The Outlook Group.

For over 20 years The Outlook Group has developed sophisticated proprietary technology to interpret, analyse and price conventional life company policies issued by AMP, MLC and Comminsure.

These old style policies have an asset value, (called "surrender value" by the Life Company). Each policy is mathematically unique and The Outlook Group can determine its suitability for future investment returns using its intellectual property and software which interacts with old legacy technology platforms used by AMP, MLC and Comminsure.

The specialist skills of The Outlook Group enables the optimisation of the future growth of these conventional Life Policies to deliver the maximum capital guarantees and returns on these assets to its investors.

The Asset Class

Possibly the original “alternative asset” class in Australia?

Between 1930 and 1990, Australia’s major life companies only sold a single style of product- “conventional life insurance” policies.

The vast majority of these policies were sold as “whole of life” (WOL) policies which included 2 key elements:

1. **Term life insurance (as we know it today)**
2. **An attached “savings” account (Surrender Value)**

The Outlook Group operates exclusively in this market in Australia and through its associate, in New Zealand, (Life Insurance Policy Exchange Ltd).

The Outlook Group buys a WOL policy from the owner, (by changing the title to the policy), just like a purchase of real estate.

Title to the new owner is guaranteed under s 200 of the Life Act.

The Outlook Group then performs a number of corporate actions on the policy including fixing its maturity date.

Once this is done, the policy is now called an Endowment Policy.

It is more commonly known as a Traded Endowment Policy or TEP.

The Outlook Group is responsible for providing a supply of TEPs that may be purchased by the Fund.

TEPs have been a significant alternate asset class for investors in UK/Europe over the last 25-30 years.

Most policies issued in the UK/Europe have already matured and there have been no newly issued policies for decades.

Australia and New Zealand remain the only key market with supply of these conventional life policies.

The Outlook Group assesses that there will be a supply of TEPs over the next 10-20 years.

Discount/Subsidy Effect

When a policy owner sells their WOL policy, the cash released to them is not the full value of those assets that back the policy held at the Life Company.

In other words, the existing policy owner takes a “discount to the asset value” for early encashment of their policy.

By leaving the policy early, this creates an opportunity for an investor to acquire the policy and hold this to maturity to enjoy the “full value” of the assets backing the policy.

The investor will enjoy the benefit of the discount left behind by the original policy owner.

This in effect, subsidises their future investment returns.

Now This Policy Witnesseth FIRST.—In consideration of the payment to the Company of the Premium or Premiums in respect of this Assurance as specified in the Schedule and on proof to the satisfaction of the Company of the happening of either of the events set forth in the Schedule and also of the Assured's age and of the Claimant's title the Company shall upon delivery of this Policy duly discharged together with the last Premium Receipt pay the Benefits set forth in the Schedule to the person or persons to whom by the Schedule the same are made payable. Provided that any Bonus declared shall vest only on the Assured's completing the age of Twenty-one years.

SECOND.—The Contract is made and the Policy is issued with and subject to the Privileges Conditions and Guarantees endorsed hereon.

THE SCHEDULE ABOVE REFERRED TO.

NAME OF THE ASSURER: EDWARD WILLI	
NAME OF THE ASSURED: EDWARD JOHN	
BENEFITS:	
In the event of the death of the Assured before completion of the Twenty-first year of age:— The whole of the premiums received by the Company under the Policy with compound interest thereon at the rate of 3½ per cent. per annum.	
In the event of the death of the Assured after completion of the Twenty-first year of age:— The Amount of ONE THOUSAND POUNDS (referred to in this Policy as the Amount of Assurance) with relative Bonuses attaching.	
TO WHOM BENEFITS ARE PAYABLE:	
The Assurer or his or her Executors, Administrators or Assigns, on trust as aforesaid.	
PREMIUM:	
Twelve Pounds Five Shillings payable Annually on 1st July from and including Date of Commencement of Risk until the death of the Assured. in each year	
Date of Proposal and Declaration: 30th June, 1951	Date of Commencement of Risk: 1st July, 1951

In Witness Whereof We have for and on behalf of the Company hereunto set our hands at Sydney this Thirteenth day of July One Thousand Nine Hundred and Fifty-one.

A Memorandum of Transfer of this Policy is endorsed upon the Annexure affixed hereto.

Signature *[Signature]* Date 21 OCT 1951

A letter from the Outlook Group Pty. Ltd.



TEPs- a new form of ownership with the launch of the Aussie TEP Fund

The Outlook Group is the Supplier of TEPs, to be purchased by ***The Aussie TEP Fund***.

The Aussie TEP Fund will bring an exciting new ownership structure to Investors who have previously invested directly in TEPs and those new investors seeking indirect access to this asset class via a managed fund.

The Aussie TEP Fund seeks to maximise the investor growth experience in a truly unique asset class, with predictable future, (tax effective), regular distributions as policies mature.

I commend the opportunity to prospective Investors.

Brad Traynor
Managing Director
The Outlook Group

June 2019

The Outlook Group Pty Ltd ABN 44 105 079 696
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Postal: PO Box 777, Spit Junction NSW 2088
Email: contactus@outlookgroup.com.au Web: www.outlookgroup.com.au
Australian Financial Services Licence No. 253119

AUSTRALIAN

Key Features of The Aussie TEP Fund

Feature		Section
What is the Fund?	The Aussie TEP Fund is an unregistered managed investment scheme which pools Investors' money and will invest in a portfolio of Life Policies which have an asset value and a fixed maturity date. These are known as Traded Endowment Policies (TEPs). TEPs will be purchased from The Outlook Group Pty Ltd ACN 105 079 696 (Supplier).	Section 3 pp 23-27
Fund strategy	The Fund aims to provides Investors with the opportunity to achieve attractive returns by acquiring TEPs, and holding these until maturity.	Section 3 pp 23-27
Investment return objective	5/10 year Commonwealth Bond Rate plus 3.50% p.a. pre-tax* * after tax returns will vary according to individual Investors tax position. The investment return objective is not a forecast, and the Fund may not be successful in meeting its objectives. Returns are not guaranteed nor is the return of capital.	Section 3 pp 23-27
What type of Life Policies will the Fund invest in?	The Fund will purchase TEPs (a type of Life Policy) and hold those TEPs until maturity. The TEP duration will typically be a minimum of 5 years ranging to 10-years in duration A TEP is a zero coupon investment.* * nominal annual premiums are payable for the life of the TEP (see below for explanation). TEPs acquired by the Fund will have an A-AA, (or equivalent) credit rating from their issuer. At the outset of the Fund it is intended the Fund will invest in Australian TEPs. The Fund may also invest in New Zealand TEPs in the future if the Manager considers this is in the interests of the Fund and its Investors. Statements in this IM in relation to TEPs (including their tax treatment) are generally expressed as applying to Australian TEPs. The Fund will not invest in New Zealand TEPs unless the Manager and the Trustee are satisfied the same criteria (or their equivalents) will apply to New Zealand TEPs.	Section 2 pp 14-22 and Section 3 pp 23-27



Feature		Section
Key features and benefits of Traded Endowment Policies (TEPs)	<ul style="list-style-type: none"> • Australian TEPs are issued by AMP, MLC & Comminsure (including their divisions and subsidiaries) in Australia and New Zealand • Life Company issuers of Australian TEPs are credit rated A-AA (or equivalent) • Capital guarantees, (approximate 90%-110% of the purchase price of an Australian TEP) provide a hedge against loss of capital in a rising interest rate cycle • Australian TEP issuers are regulated by APRA & ASIC • Investors may receive tax exempt / concessionally taxed gains from Australian TEPs in the years in which TEPs mature and a distribution from the fund is made • Australian TEPs offer capital growth,(zero coupon), through their life in the Fund • Low investment volatility / stable returns on Australian TEPs due to bonus rate, (aka interest), smoothing by Life Companies • Issuing Life Companies are obligated to redeem Australian TEPs at their surrender value - typically within 7-10 days • Australian TEPs have statutory title under the Life Act and will be held by the Trustee • Australian TEPs growth should not be assessed as interest, a dividend or royalty for Australian withholding tax purposes • Australian TEPs should qualify under the insurance bond regime for Australian income tax purposes. 	<p>Section 2 pp 14-22</p> <p>Section 3 pp 23-27</p>
Why invest?	<p>The Manager believes TEPs should out-perform most modern financial product counterparts, because they start their life in the Fund with an inbuilt subsidy left behind by the original owner.</p> <p>Investors who don't require regular cashflows from their investment and the resultant tax liability, and are seeking a conservative investment, may be attracted to the Fund.</p> <p>The Manager expects the Fund to provide regular quarterly cash distributions after year five, reflecting the ongoing maturity of Australian TEPs.</p>	<p>Sections 2 pp 14-22 and Section 3 pp23-27</p>

Feature		Section
Who can invest?	<p>To qualify to invest in the Fund you must—</p> <ul style="list-style-type: none"> • be a professional investor (as this term is defined in the Act) • invest at least \$500,000 into the Fund • meet the minimum asset (\$2.5 million of net assets) or income (\$250,000 of gross income for each of the last two financial years) requirements set out in the Act, or • otherwise satisfy us you are not a “retail client” for the purposes of Chapter 7 of the Act. 	<p>Section 9</p> <p>pp 55-57</p>
Trustee	<p>One AR Pty Ltd ACN 602 601 776, (Trustee), is an authorised representative, (authorised representative no. 471702), of One Investment Administration Ltd ACN 072 899 060, (AFSL no. 225064), (OIAL) and is the trustee of the Fund. The Trustee is also an authorised representative (authorised representative no. 1274689) of The Outlook Group Pty Ltd ACN 105 079 696 (AFSL no. 223119), (Supplier), limited to its role as trustee of the Fund.</p>	<p>Section 5</p> <p>pp 32-33</p>
Manager	<p>Aussie TEP Management Pty Ltd ACN 126 373 000 (authorised representative no. 1269067), a member of The Outlook Group. The Manager is responsible for the day to day management of the Fund and the purchase arrangements for the Life Policies to be acquired by the Fund.</p>	<p>Section 5</p> <p>pp 32-33</p>
The Outlook Group	<p>The Outlook Group operates an existing business that purchases Life Policies and recycles them into TEPs.</p> <p>The Outlook Group is responsible for providing a supply of TEPs that may be purchased by the Fund.</p>	<p>Section 5</p> <p>pp 32-33</p>
Debt	<p>The Fund may borrow. The gearing level of the Fund will not exceed 20% of the Fund gross assets.</p>	<p>Section 4</p> <p>pp 28-31</p>

Feature		Section
Tax considerations	<p>There are various Australian income tax concessions in relation to the Australian TEPs afforded to holders of those TEPs, including the Fund, which should be considered a new original beneficial owner of the acquired Australian TEPs.</p> <p>The Fund is expected to pass on all of the benefits of the tax concessions to the Fund's Investors via distributions.</p> <p>As is the case with many other different investment asset classes, the value upon which an Investor may value the tax concessions when investing in the Fund may differ depending on the Investor's own preferences and marginal tax rates (if the Investor is subject to income tax and is not a tax exempt or concessional entity).</p> <p>The Trustee and the Manager strongly recommend you obtain your own independent tax advice before investing in the Fund.</p>	<p>Section 2</p> <p>pp 14-22</p> <p>Section 3</p> <p>pp23-27</p> <p>Section 8</p> <p>pp 49-54</p>
Distributions	The Manager expects Australian TEP maturities to occur from year 5 onwards. Therefore, beginning in year 5 it is intended distributions will be paid to Investors each quarter in the year of maturity.	Section 4 pp 28-31
Distribution reinvestment	The Fund will operate a distribution reinvestment plan under which Investors may acquire Units at the then-prevailing Issue Price instead of receiving distributions in cash.	Section 4 pp 28-31
Withdrawals	<p>It is intended the Fund will offer quarterly withdrawals as at 31 December, 31 March, 30 June and 30 September each year.</p> <p>A reduction in the Exit Price will apply for redemptions of Units within 2 years of their issue. See Section 4.4 for further information.</p>	Section 4 pp 28-31
Total Offer amount	Targeting \$20 million, but the Offer has no maximum Offer amount. The Fund is an open ended unit trust and may seek to raise additional capital in the future at the applicable Issue Price at that time.	Section 9 pp 55-57
Minimum Offer amount	The Manager reserves the right not to proceed with the Offer if the amount raised is less than \$5 million.	Section 9 pp 55-57
Issue Price	\$1.00 per Unit for the first 6 months from the issuance of the first units under this Offer. After this period, the Unit price will be based on the Fund's Net Asset Value and is calculated in accordance with the terms of the Constitution.	Section 4 pp 28-31 and Section 9 pp 5

Feature		Section
Minimum application amount and balance	The minimum application amount per Investor is \$50,000 and then in increments of \$50,000 (or such lower amounts as we accept at our discretion). Investors must maintain a minimum balance of \$50,000 at any time.	Section 9 Pp 55-57
Fees	There are fees, costs and expenses (plus GST) payable in relation to the management of the Fund. See Section 6 for information.	Section 6 Pp 34-41
Risks	As with any investment there are a number of risks inherent to an investment in the Fund. The key risks are outlined in Section 7.	Section 7 pp 42-48
Other information	If you have any questions please contact the Manager by calling +612 99683588 or by emailing contactus@aussieteps.com.au for further details.	

or first instalment of premium particulars of which are stated in the Schedule the Company hereby covenant that if the subsequent premiums or instalments of premiums shall be paid in manner prescribed in the Schedule then upon proof being given to the reasonable satisfaction of the Company of the happening of the event or if more than one any one of the events specified in the Schedule the Company will pay to the person or persons specified in the Schedule the sum specified in the Schedule together with such further sum or sums as may be appropriated by way of bonus in addition thereto.

Provided always that where the premium is described in the policy as payable by instalments in the event of the death of the Life Assured any unpaid instalments of the current yearly premium will be deducted from the sum assured.

Provided also that this policy is subject to the conditions indorsed hereon and is issued out of the Ordinary Branch of the Company and the Ordinary Branch Fund together with the Capital Stock of the Company shall alone be answerable for any claims hereunder in accordance with the Articles of Association from time to time of the Company.

SCHEDULE

Name of Assured			Date of Proposal	
JENNIE ANN			26th June 1968.	
Name of the Life Assured			Age next birthday of the Life Assured as stated in the proposal..... 32 years	
Same as above.			Whether admitted Age Admitted.	
YEARLY PREMIUM	Amount	How payable	Date or dates when due	Period during which premium is payable
	\$120.40	Yearly.	15th day of June.	Until the death of the Life Assured but no further yearly premiums shall be payable on and after the 15th day of June next preceding the attainment of age sixty.
SUM ASSURED	Amount	Event or events on the happening of which or any one of which the sum assured is to become payable		
	\$10,000.00	On the death of the Life Assured.		
TO WHOM PAYABLE	The Executors Administrators or Assigns of the Assured.			

Section 2

Conventional Life Policies – the asset class explained

2.1 Conventional Life Policies background

Between 1930 and 1990, Australia's major Life Companies only sold a single style of product- "conventional life insurance" policies.

The vast majority of these policies were sold as "whole of life" contracts which included 2 key elements:

- term life insurance (as we know it today) and,
- an attached "savings" account.

These policies usually run until the 95th birthday or earlier death of the life insured, and are predominantly owned by retail clients of AMP, MLC and Comminsure.

The Life Act requires the Life Companies to act as buyer of last resort at all times, thus paying the surrender value if the owner wishes to cash the policy.

When a policy owner surrenders/sells their policy, the cash released to them is not the full value of those assets that back the policy.

In other words, the existing policy owner typically takes a "discount to the fair asset value" for early encashment.

2.2 Process of acquiring a Life Policy

The Aussie TEP Fund has a supply agreement with The Outlook Group to source second-hand conventional Life Policies that have a fixed maturity date.

The Outlook Group will supply these Traded Endowment Policies, (TEPs), to the Fund.

This process enables the original owner of a conventional Life Policy to sell this to the Supplier who in turn can on-sell to a second purchaser such as the Fund.

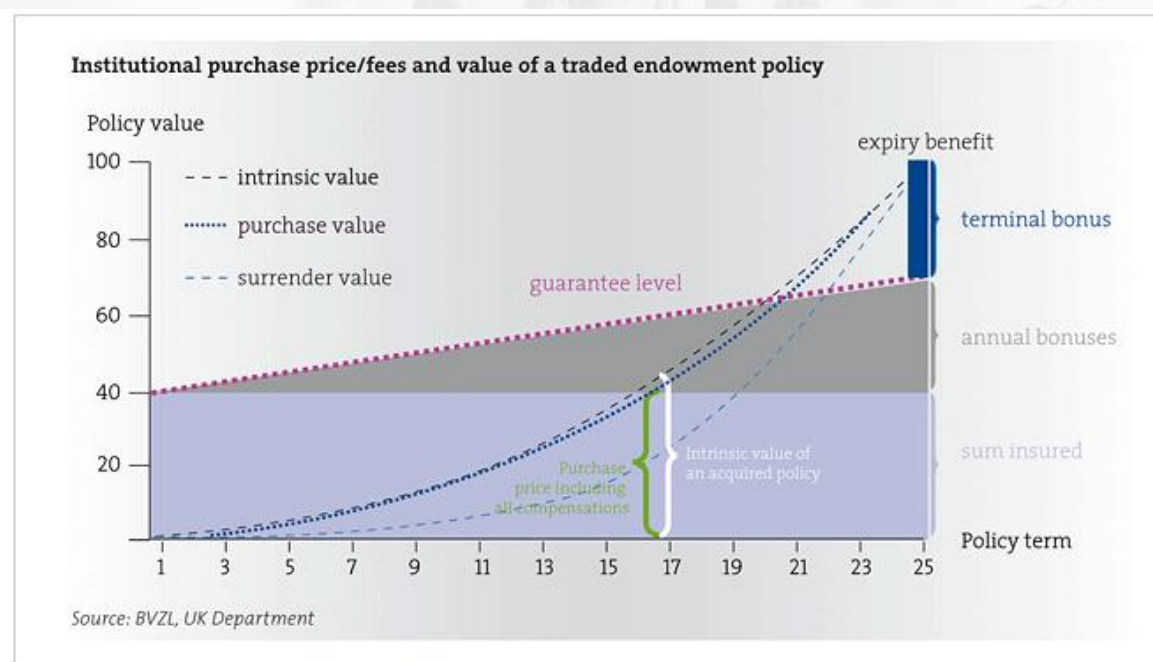
The Outlook Group buys the Life Policy from the original owner for market consideration, (and then changes the title to the policy to itself). Title to the new owner is guaranteed under section 200 of the Life Act.

The Outlook Group will then typically conduct a number of "corporate actions" on the policy to maximise its future growth until maturity.

2.2 Process of acquiring a Life Policy (cont'd)

A key element of this process is to convert, (bring forward) the future maturity date on the policy to either 5 or 10 years. Once this has been done, the policy is no longer called a "Whole of Life" policy, but is known as an Endowment Policy.

An Endowment Policy is, simply, a conventional Life Policy with a fixed maturity date.



2.3 Traded Endowment Policies - what the Fund will invest in

Traded Endowment Policies, (TEPs) are a type of conventional Life Policy. A Traded Endowment Policy is a "Whole of Life" policy which has been purchased from the original owner and converted to a fixed maturity date.

The minimum duration of a TEP is approximately 5 years at time of purchase.

2.4 The three key parts of a Traded Endowment Policy (TEP)

The "savings or asset" value of a TEP is made up of 3 separate components or dollar amounts:

- Sum Insured
- Accumulated Reversionary Bonuses (aka accumulated interest)
- Terminal Bonus (aka additional interest amount).

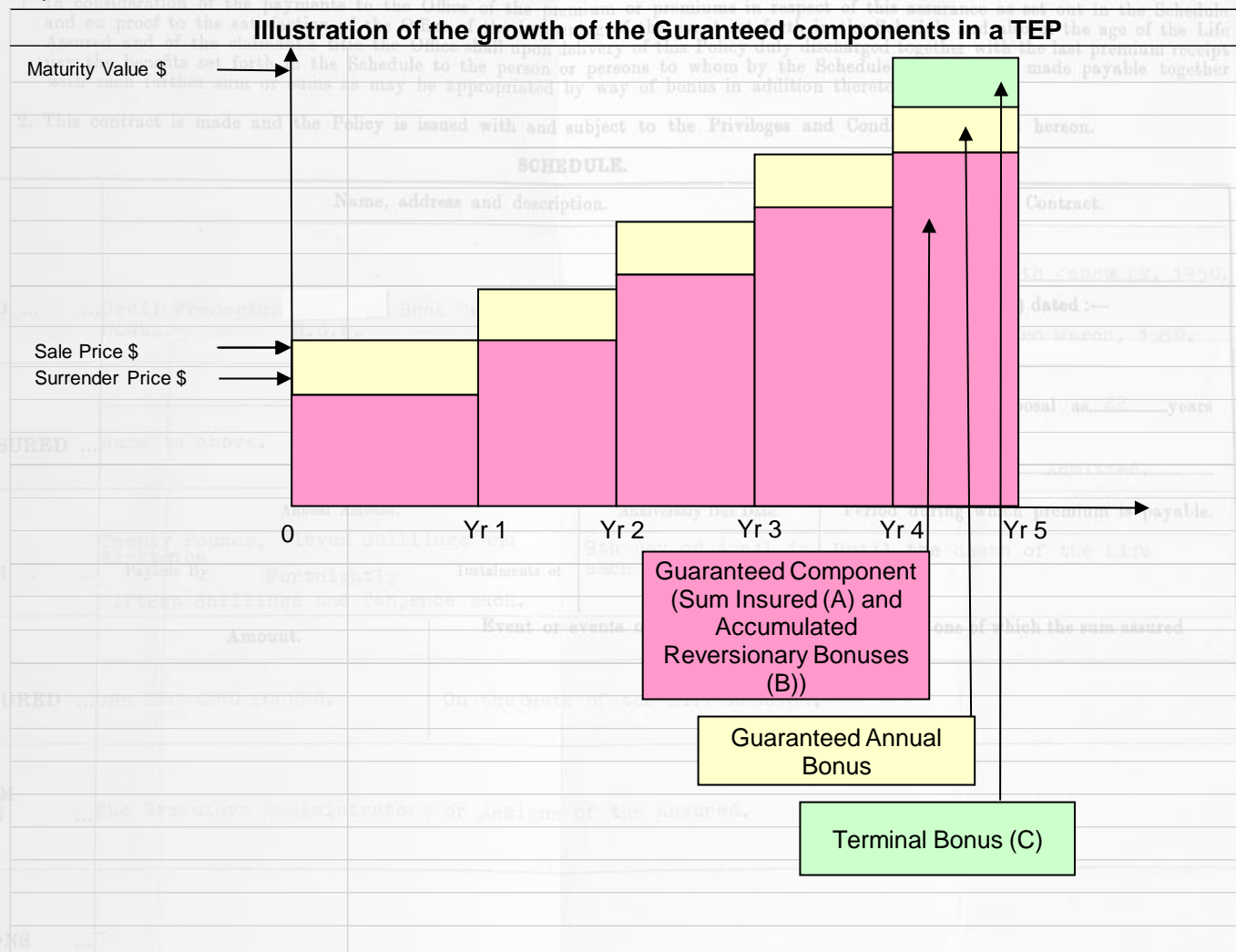
2.4 The three key parts of a Traded Endowment Policy (TEP) (cont'd)

The “maturity value” of a TEP is the sum of A + B + C.

The Life Companies provide a capital guarantee that the amount of A + B will be paid upon the earlier of the death of the life insured or maturity.

Item C, (the Terminal Bonus), accrues during the life of a TEP and is paid on either death or maturity.

This amount is not capital guaranteed by the Life Company and may change after the date of purchase of the TEP.



TEPs grow each year by the addition of bonuses. Bonuses are Life Company language for “interest.”

During the term of a TEP, Life Companies may change the bonus rates applicable in that accounting year or future years until maturity. Bonus rates may go up or down.

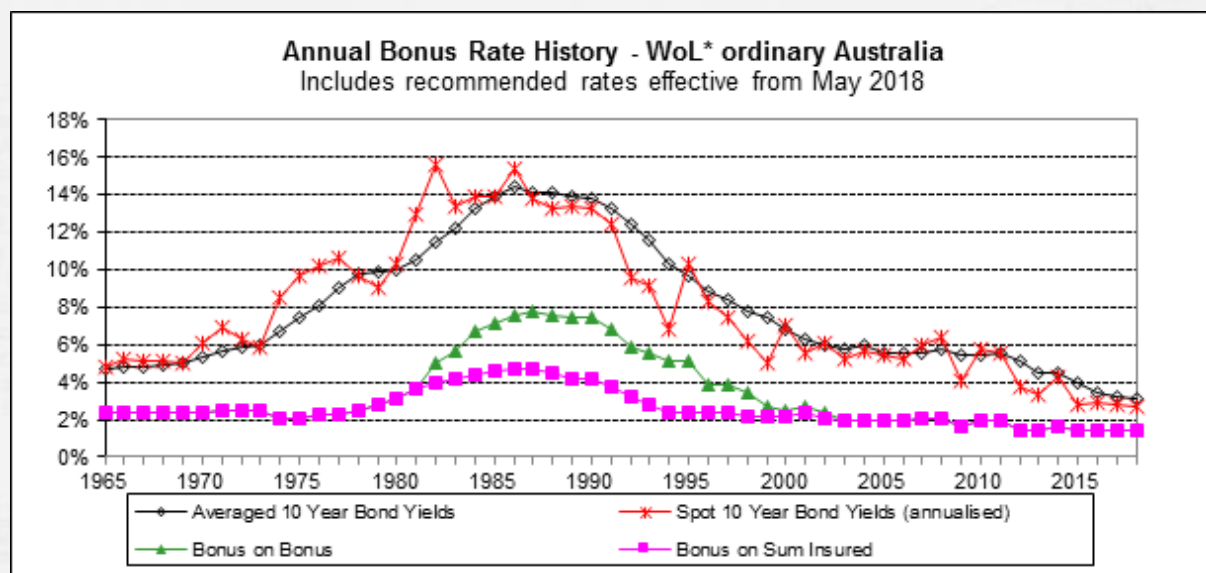
2.4 The three key parts of a Traded Endowment Policy (TEP) (cont'd)

However, the bonuses applicable to A, (sum insured) and B, (Reversionary Bonuses) once credited, become capital guaranteed additions to the TEP.

The annual bonuses applicable to items A + B are historically very stable and are, according to the Life Companies, likely to track the movements in the Commonwealth 5 & 10 year bond rates.

AMP Actuary comment November 2018:

“Bond yields are a key driver of future bonus rate sustainability, having a significant impact on the fund’s capacity to meet guaranteed benefits over the life of the portfolio.”



* Rate from table AL, adult participating Whole of Life Insurance with premiums payable throughout life.

Terminal Bonuses are used to deliver to policy owners the underlying asset surpluses and capital gains for the pool of assets that back the Life Companies liabilities to pay the TEP maturities.

2.5 Premium payment obligations of Traded Endowment Policies

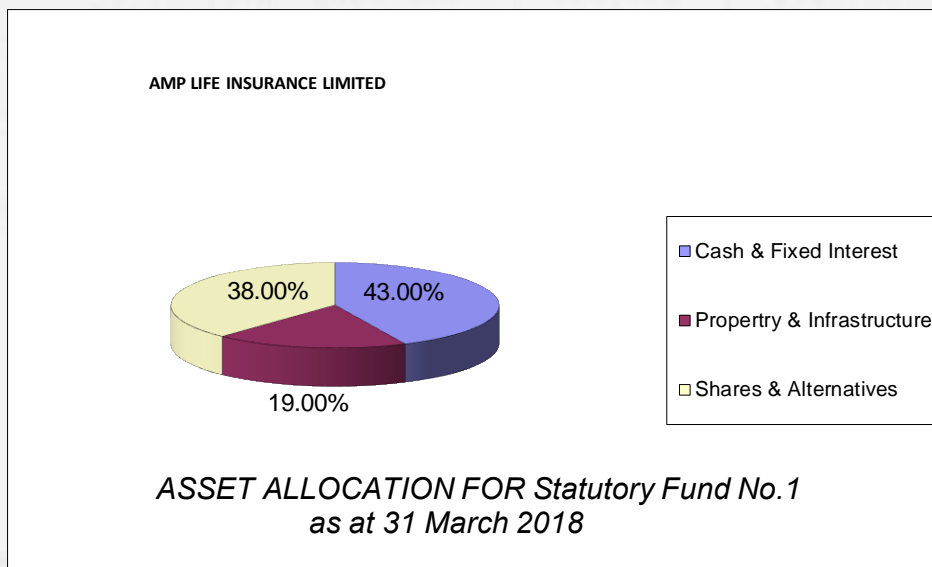
TEPs require the payment the original annual premium on the policy. This is typically 1-2% of the purchase price of a TEP each year. A 5-year duration TEP will have 4 remaining premiums. A 10-year TEP will have 9 remaining premiums. The annual premiums paid to the Life Company go into the asset value of the TEPs, (much like payment of the outstanding capital on a partly paid share to make the share fully paid).

2.6 Asset backing of Traded Endowment Policies

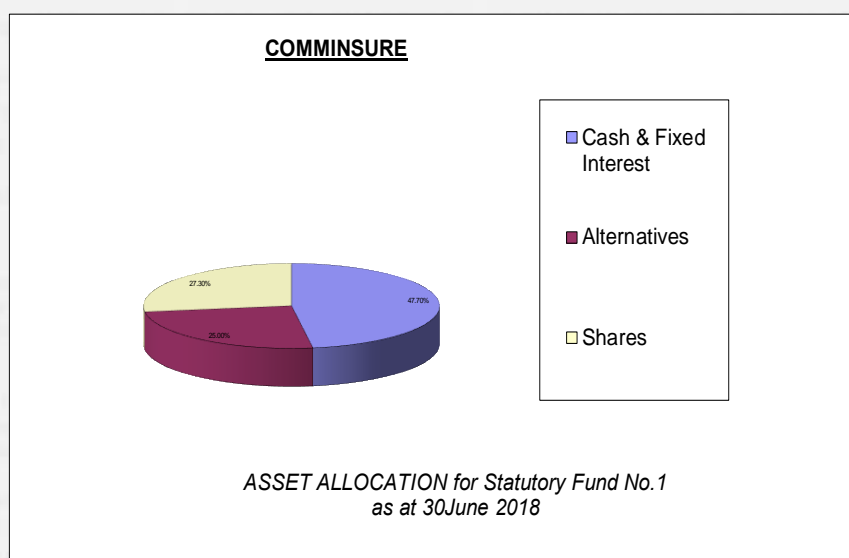
The Life Companies are required by the Life Act to segregate the pool of assets backing their Australian TEP liabilities. These assets are generally held in the Statutory #1 Fund of the Life Company.

These assets typically reflect a balanced fund asset allocation.

The Statutory #1 Fund backing AMP TEPs recently:

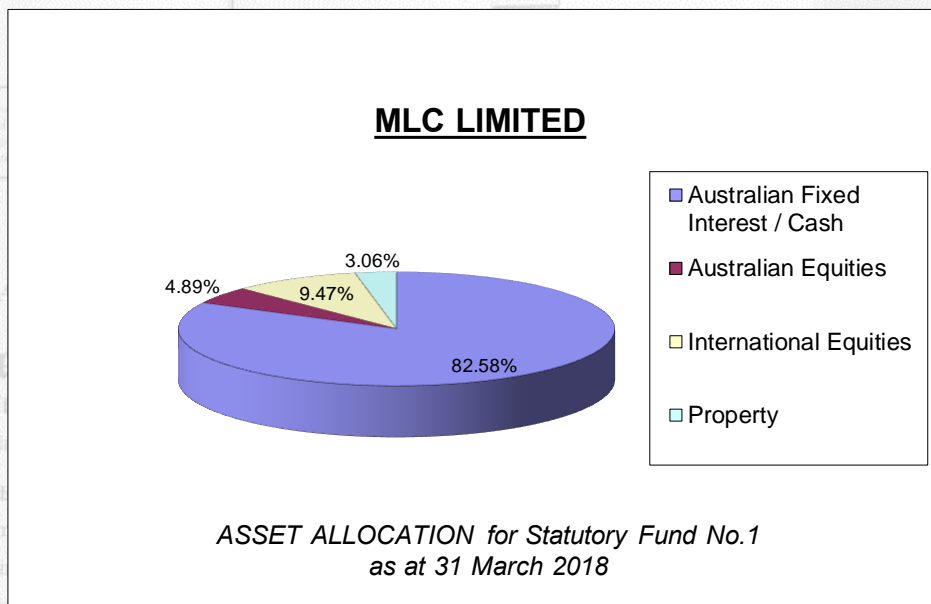


The Statutory #1 Fund backing Comminsure TEPs recently:



2.6 Asset backing of Traded Endowment Policies (cont'd)

The Statutory #5 Fund backing MLC TEPs recently:



Standard & Poor's (for Australian TEPs) rate the financial strength of the Life Companies ability to pay the policy liability, (TEP maturity amount).

This rating is currently A-A+ for the 3 Australian Life Companies.

AM Best provides similar ratings for policies issued by AMP or Comminsure's subsidiary, Sovereign Life, in New Zealand.

SCHEDULE

Sovereign Life, in New Zealand.

Name of Assured			Date of Proposal	
JENETTE ANN			26th June 1968.	
Name of the Life Assured			Age next birthday of the Life Assured as stated in the proposal 32 years	
Same as above.			Whether admitted Age Admitted.	
YEARLY PREMIUM	Amount	How payable	Date or dates when due	Period during which premium is payable
	\$120.40	Yearly.	15th day of June.	Until the death of the Life Assured but no further yearly premiums shall be payable on and after the 15th day of June next preceding the attainment of age sixty.
SUM ASSURED	Amount	Event or events on the happening of which or any one of which the sum assured is to become payable		
	\$10,000.00	On the death of the Life Assured.		
TO WHOM PAYABLE	The Executors Administrators or Assigns of the Assured.			

2.7 Taxation of Traded Endowment Policies- 10 Year Insurance Bond rule (Aust);

Australian TEPs are likely to be taxed concessionally in Australia.

In Australia, Australian TEPs will generally be assessed under the 10 year Insurance Bond rules except where the ultimate owner is a superannuation fund. This means that policy growth is not taxed each year, but is taxed in the year of maturity or when the TEP otherwise comes to an end (e.g. if it is surrendered). These rules are as follows:

- Profits made on an Australian TEP which has matured and has been held for a period of up to 8 years will be assessed as Fund income which will carry a non-refundable 30% tax offset.
- Profits made on an Australian TEP which has matured and has been held for between 8-10 years will have 1/3 then 2/3 of the gain excluded for years 8-9 and 9-10, respectively. The assessable gain component will carry a non-refundable 30% tax offset.
- Profits made on an Australian TEP which has matured and has been held for more than 10 years, are income tax exempt.

Under Subdivision 118-D of the *Income Tax Assessment Act 1997* (Cth) ('1997 Tax Act'),

there are exemptions available to the Fund in relation to the capital gains tax ('CGT') rules not applying to the disposal of the Australian TEPs at the Fund level subject to requirements being met (albeit the Fund is not expected to dispose of any of the Australian TEPs it invests in as its investment policy will be generally to hold the policies to maturity). However, the Fund's tax advisers are of the opinion that an Australian resident investor who holds Units in the Fund may be subject to CGT in relation to the disposal of Units in the Fund.

NAME OF THE ASSURED: NAME OF THE ASSURED: BENEFITS:	
In the event of the death of the Assured before completion of the Twenty-first year of age: The sum of the Policy shall be paid to the person or persons to whom by the Schedule the same are made payable. Provided that any Bonus declared shall vest only on the Assured's completing the age of Twenty-one years.	
In the event of the death of the Assured after completion of the Twenty-first year of age:— The Amount of ONE THOUSAND POUNDS (referred to in this Policy as the Amount of Assurance) with relative Bonuses attaching.	
TO WHOM BENEFITS ARE PAYABLE: The Assured or his or her Executors, Administrators or Assigns, on trust as aforesaid.	
PREMIUM: Twelve Pounds Five Shillings payable Annually on 1st July in each year from and including Date of Commencement of Risk until the death of the Assured.	
Date of Proposal and Declaration: 30th June, 1951	Date of Commencement of Risk: 1st July, 1951

In Witness Whereof We have for and on behalf of the Company hereunto set our hands at Sydney this Thirteenth day of July One Thousand Nine Hundred and Fifty-one.

A Memorandum of Transfer of this Policy is endorsed upon the Annexure affixed hereto.

Signature *[Signature]* Date 21 OCT 1951

2.8 Key product features of the Australian Traded Endowment Policies (TEPs)

The key features of the Australian TEPs are as follows:

Tax advantages	<p>All profits derived from owning an Australian TEP for 10 years or more are tax free.</p> <p>Profits derived from owning Australian TEPs for less than 10 years are tax advantaged by virtue of the attached 30% tax offset.</p> <p>Profits derived from owning Australian TEPs for between 8-10 years are tax advantaged by virtue of the attached 30% tax offset and the fact that only a portion of the gain (2/3rd (year 8 to 9) reducing to or 1/3rd (year 9 to 10)) is included in assessable income.</p>
Fees	No direct fees payable to the Life Company other than the annual premium that goes towards the Australian TEP asset value
A-AA Credit Rating by S&P	S&P and AM Best rate the Financial Strength of the statutory asset pool's and the Life Company's ability to pay the maturity value of a TEP. Currently A-A+
Recognised Insurer – (AMP/AXA/Comminsure)	Only policies issued by AMP, MLC, Comminsure (and its subsidiaries) are likely to be Australian TEPs
7-10 day liquidity	The Life Act requires the issuing Life Company to stand in the market daily and provide a surrender value. An Australian TEP can be cashed within this period
Yields over Commonwealth Bond Rate	Pre-tax (top marginal tax rate investors), have seen investment returns of in excess of 3.5% over the Commonwealth bond rate over many years
No Income until maturities occur in the Fund	An Australian TEP provides the investor with a growth only investment result – (zero coupon bond)
Significant underlying capital guarantees	A significant part of the Australian TEPs' value is capital guaranteed at time of purchase, (approx. 90-110%). These guarantees rise each year until maturity of a TEP. The Life Companies guarantee is to pay the nominated amounts on the earlier of death of the original life insured or maturity.



2.9 Key product features of the Australian Traded Endowment Policies (TEPs) (cont'd)

Statutory title	Title to the new owner of a Life Policy is guaranteed under section 200 of the Life Act.
No withholding taxes	Australian TEPs grow by way of Life Company bonuses. This growth is not caught by the Australian withholding tax regime as would interest, dividends or royalties
No Tax File Number or annual reporting until maturity	An owner of an Australian TEP has no annual tax reporting. A TFN is not required by the owner of an Australian TEP until a reporting event occurs in the year of maturity or when the TEP otherwise comes to an end.
Free upside if original Life Policy owner dies	If the original life insured dies and the Fund is able to obtain a certified copy of the death certificate, then it may claim the death benefit on the Life Policy. This will increase the expected investment return as the maturity proceeds are received early.

ASSUREDJocill FrederickBene ...	Proposal dated ... 25th March 1950.
	...N.S.W.		Personal statement(s) dated:— ... 25th March, 1950.
	Name, address and description.		
LIFE ASSURED ...	Same as above.		Age stated in proposal as 22 years next birthday. Whether admitted ... Admitted.
	Annual Amount.	Anniversary Due Date.	Period during which premium is payable.
PREMIUM ...	Twenty Pounds, Eleven Shillings and Sixpence Payable By Fortnightly Instalments of Fifteen Shillings and Tenpence each.	9th day of April in each year.	Until the death of the Life Assured.
	Amount.	Event or events on the happening of which or any one of which the sum assured is to become payable.	
SUM ASSURED ...	ONE THOUSAND POUNDS.	On the death of the Life Assured.	
TO WHOM PAYABLE	The Executors, Administrators or Assigns of the Assured.		
SPECIAL PROVISIONS			

In Witness Whereof this Policy has been executed at Sydney on ... sixteenth ... day of ... May ... one thousand nine hundred and ... FIFTY ... in the name and on behalf of the Government Insurance Office of New South Wales.

...
... Deputy General Manager.

Section 3

Aussie TEP Fund– the investment rationale

3.1 Investment opportunity

Historically, Endowment Policies have shown significant growth in value.

Many owners of these policies decide the policy no longer meet their needs, and seek to surrender, (or cash), the policies back to the Life Company that issued them.

By leaving the policies early, this creates an opportunity for an investor to acquire the policy, convert it to a fixed maturity date, (this results in the policy name changing to an Endowment Policy), and hold this to maturity to enjoy the “full value” of the assets backing the policies.

The Fund intends to take advantage of this opportunity by acting as a purchaser of Traded Endowment Policies (TEPs), and holding them to maturity.

The Manager believes there will be supply of these conventional Life Policies in Australia for purchase over the next 10-20 years.

At the outset of the Fund it is intended the Fund will invest in Australian TEPs. The Fund may also invest in New Zealand TEPs in the future if the Manager considers this is in the interests of the Fund and its Investors.

Statements in this IM in relation to TEPs (including their tax treatment) are generally expressed as applying to Australian TEPs. The Fund will not invest in New Zealand TEPs unless the Manager and the Trustee are satisfied the same criteria (or their equivalents) will apply to New Zealand TEPs.

3.2 Traded Endowment Policies purchase pricing

The Fund will buy Australian TEPs at a purchase price which is set at a discount rate, (IRR of policy cash flows), at date of purchase.

This is an exact calculation and relies upon only a key assumption that the current published bonus rates, (in other words interest rates), applicable to the TEP remain unchanged until maturity.

The Manager believes the growth in value of an Australian TEP is highly predictable and future changes to bonus rates are likely to give only a modest increase/decrease to the IRR of a TEP.

3.2 Traded Endowment Policies purchase pricing (cont'd)

This purchase price calculation by The Outlook Group Pty Ltd, (ie, the Supplier to the Fund), will be independently certified by the Fund's Actuary.

The minimum duration of an Australian TEP is approximately 5 years at time of purchase. The Fund will also acquire policies with longer durations, (typically up to 10 years), to ensure the maximum taxation benefits flow to Investors through the Fund.

3.3 The skill in purchasing Traded Endowment Policies

The Outlook Group has been solely focused on the TEP asset class for almost 20 years. Over this time, The Outlook Group has developed sophisticated proprietary technology to interpret, analyse and price conventional Life Policies issued by AMP, MLC and Comminsure.

Each Life Policy is mathematically unique and The Outlook Group can determine its suitability for future investment returns using its intellectual property and software which interacts with old legacy technology platforms used by AMP, MLC and Comminsure.

3.4 Manager's Investment policies when purchasing TEPs

The Outlook Group will acquire TEPs that meet the Fund's IRR targets so that the asset mix of the Fund is as follows:

TEPs backed by a A-AA credit rating	0 - 90% of Fund assets
Cash	Balance

TEPs will be purchased at a price representing the Net Present Value of the policy cash flows, (under current bonus rates issued by the Life Company), from The Outlook Group.

The purchase prices calculations will be certified by the appointed Actuary to the Fund. The discount rate to determine the purchase cost of a TEP will be set monthly between the Trustee and The Outlook Group based upon arm's length external benchmark pricing conditions. This will be set at a margin over the 5/10 year Commonwealth Bond rate commensurate with the target returns of the Fund.

Policies will be delivered to the Fund by The Outlook Group on a weekly basis. All TEPs will have their future annual premiums paid to the next policy anniversary on acquisition. The Fund will pay policy premiums after that date.

3.4 Manager's Investment policies when purchasing TEPs (cont'd)

The Manager will seek to ensure the full investment of Fund monies as TEPs become available, (subject to the arm's length purchase pricing above).

3.5 Investment return objective (Pre-Tax like a "fully franked dividend")

The Fund's target pre-tax returns, (at the top marginal tax rate), is to exceed 3.50% above the 5 & 10 year Commonwealth Bond Rates.

After Fund expenses, this is currently targeted for various Investor types as follows:

*Assumes top marginal tax rate | ^Assumes the Super Fund is a complying superannuation fund under Australian law.

Pre-Tax Indicative Investment yield *					
Individual Investor**					
	Cash IRR from TEP per annum		Pre-Tax IRR (Gross Up) per annum		Individual Pre-Tax IRR per annum
TEP Duration	5 Year	10 Year	5 Year	10 Year	Average
Current Fund Buying rate 6/19 **	4.10%	4.33%	6.42%	8.17%	7.30%

* Gross up IRR for Individual taxpayer on Top Marginal Rate + Medicare = 47%

**Individual taxpayer on Top Marginal Rate + Medicare = 47% would need this equivalent IRR from a Term Deposit.

Note: This analysis excludes the effects of any fees and costs to be charged by the Fund, which may reduce these returns.

These tables are indicative only and past performance is not a reliable predictor of future performance

3.6 Investment return objective (Pre-Tax like a “fully franked dividend”) (cont’d)

Pre-Tax Indicative Investment yield *					
Company Investor**					
	Cash IRR from TEP per annum		Pre-Tax IRR (Gross Up) per annum		Company Pre-Tax IRR per annum
TEP Duration	5 Year	10 Year	5 Year	10 Year	Average
Current Fund Buying rate 6/19 **	4.10%	4.33%	5.86%	6.19%	6.03%

* Company paying 30% tax rate

** Company paying 30% tax rate would need this equivalent IRR from a Term Deposit.

Note: This analysis excludes the effects of any fees and costs to be charged by the Fund, which may reduce these returns.

These tables are indicative only and past performance is not a reliable predictor of future performance

Pre-Tax Indicative Investment yield *					
Resident Superfund Investor**					
	Cash IRR from TEP per annum		Pre-Tax IRR (Gross Up) per annum		Superfund Pre-Tax IRR per annum
TEP Duration	5 Year	10 Year	5 Year	10 Year	Average
Current Fund Buying rate 6/19 **	4.10%	4.33%	4.82%	5.09%	4.96%

* Complying tax paying Superfund @ 15% tax rate

** Complying tax paying Superfund @ 15% tax rate would need this equivalent IRR from a Term Deposit.

Note: This analysis excludes the effects of any fees and costs to be charged by the Fund, which may reduce these returns.

These tables are indicative only and past performance is not a reliable predictor of future performance

The investment return objective is not a forecast, and the Fund may not be successful in meeting its objectives. Returns are not guaranteed nor is the return of capital.

3.6 A new form of TEP ownership

Historically, TEP investors have purchased these investments directly from The Outlook Group.

In securing the “exclusive supply” of TEPs from The Outlook Group, the Fund intends to offer access to Australian TEPs and (potentially) New Zealand TEPs via the Fund.

To the Manager’s knowledge, this is the first and only fund of its kind in Australia, offering indirect TEP access to wholesale investors.

The Fund seeks to benefit from the unique investment characteristics of TEPs not found in most modern financial products.

The Fund will bring an exciting new ownership structure to its Investors who have previously invested directly in TEPs and those new Investors seeking indirect exposure to this alternative asset class.

3.7 Possible windfall Traded Endowment Policy (TEP) gains

A TEP maturity payout will occur on the earlier of death of the original life insured or the fixed maturity date of the policy.

If the original life insured dies and the Fund is able to obtain a certified copy of the death certificate, then it may claim the death benefit on the TEP.

The death benefit approximates the maturity value at current bonus rates less the unpaid future premiums on the policy.

The Manager believes a death benefit payment will likely exceed the current value of a TEP under the Fund’s TEP valuation principles.

FIRST COLUMN.	SECOND COLUMN.	THIRD COLUMN.	FOURTH COLUMN.
Name of the person whose life is assured.	Yearly Premium payable in advance.	Premium payable.	Sum assured from the 21st day of Mch. 1949 from which date the Policy will participate in the surplus.
VICTOR KENNETH	£4. 15. 0	on the twentieth day of March	£500.

Section 4

Fund Operation

4.1 Fund asset valuation policy

The Manager will determine a consolidated value for all of the Fund's TEPs each month.

The Fund's appointed Actuary will certify the calculation of the consolidated TEP value each month within 10 days of the previous month-end.

The Trustee will then determine the Issue Price and (where applicable) the Exit Price each month with regard to the valuation of all TEPs in accordance with the terms of the Constitution and as set out below.

4.2 Issue of Units

Units are generally issued monthly after both the Application Form and the application money have been received and accepted by the Registrar on behalf of the Trustee.

The cut-off time for receipt by the Registrar of applications is 2.00pm (Sydney time) two business days before the end of the month.

If the Trustee does not receive the application money in cleared funds by the cut-off time above and/or is not satisfied that it has received all relevant information required to process the Application Form, the Trustee may refuse to accept a prospective Investor's application.

Confirmation of an investment will normally be issued within 5 Business Days of the investment being processed.

As of the date of this IM there will be a single class of units in the Fund available to Investors, known as ordinary units. These are referred to as Units in this IM.

The Trustee may issue new classes of units in the Fund at any time and these different classes may have different terms and rights attached to them, such as different fees, investment amounts, returns and withdrawal rights.

4.3 Issue Price

The Issue Price of Units in the Fund will initially be \$1.00 and will be maintained at this price for a period of 6 months after the issuance of the first Units under this Offer.

A buy spread will not be charged to investors during the first six months and will commence operation thereafter.

Following this 6 month period, the Issue Price will be calculated by determining the Net Asset Value of the Fund, deducting any accrued distributions, and adding a margin of 0.25% to reflect the underlying transaction costs (i.e., a buy spread). This will then be divided by the number of Units on issue.

4.4 Exit Price

The Exit Price will be calculated by determining the Net Asset Value of the Fund, deducting any accrued distributions, and deducting a margin of 0.25% to reflect the underlying transaction costs (i.e., a sell spread). This will then be divided by the number of Units on issue and will be discounted as set out in the table below:

Period that a Unit has been held by the redeeming Investor	Discount to ordinary Exit Price
Up to 1 year	1.95%
1-2 years	0.95%
2+ years	nil

Note – if an Investor subscribes for Units in the Fund by way of transfer of an existing TEP, the period that that Investor is deemed to have held its Units will be calculated from the date of its acquisition of its transferred TEP, and not the date of its acquisition of the Units.

Units being redeemed that are subject to a discount described in the above table, will be redeemed on a first-in-first-out basis, with the oldest units redeemed first.

4.5 Fund/TEP liquidity

The Aussie TEP Fund is designed to be highly liquid. The Manager believes that 100% of the Fund's Australian TEPs can be liquidated within weeks.

The Manager can also invoke a TEP product feature, of requesting a loan from the Life Company of up to 70% of the Surrender Value of the TEP, with no credit assessment.

4.5 Fund/TEP liquidity (cont'd)

This loan money from the Insurance Company is generally available within 1-2 weeks.

The Manager believes the Fund will offer Investors more liquidity options than direct ownership of a TEP.

4.6 Bank financing/gearing

The Fund may establish an external gearing facility, (not using the loan-back product feature in 4.5 above), using its assets as collateral for no greater than 20% of its value. Such gearing may be used to improve the fully invested position of the Fund without excess liquidity to meet future premiums sitting in low yielding deposit accounts.

4.7 Fund distributions

The Fund expects to purchase new Australian TEPs each financial year.

Given the likely minimum duration of an Australian TEP, 5 years, once the Fund reaches year 5, the Manager believes it can expect to have regular maturities each financial year thereafter.

It is intended that the Fund will distribute the cash gains on Australian TEP maturities once the Fund reaches year 5 in the financial year in which they occur. Once distributions commence the Manager intends the Fund will effect distributions quarterly within 21 days of the end of the quarter (except for the quarter ending in June, where any distributions for that quarter will be paid within three months of 30 June.)

It is intended the Fund will offer regular cash distribution of tax effective gains, and offer Investors a highly predictable level of expectation that the Fund will provide annual cash distributions each year from year 5 onwards.

4.8 Fund distribution reinvestment plan

Distributions may be reinvested in the Fund. Units issued on a reinvestment will be issued at the then-prevailing Issue Price.

Investors will have the option of choosing whether to not participate in the Fund's distribution reinvestment plan. Investors can subsequently change this election by contacting the Registrar. Unless an Investor elects to have their distributions paid in cash into their nominated Australian domiciled ADI or bank account on the Application Form then an Investor's distributions will automatically be reinvested in the Fund.

4.8 Fund distribution reinvestment plan (cont'd)

At any time, the Trustee may notify Investors that the distribution reinvestment option has ceased and that subsequent distributions will be paid in cash into an Investor's nominated Australian domiciled ADI or bank account and not reinvested.

4.9 Withdrawals

It is intended the Fund will offer quarterly withdrawals as at 31 December, 31 March, 30 June and 30 September each year. In order to be considered, a withdrawal request will need to be lodged before 2.00pm (Sydney time) on the last Business Day of the relevant quarter.

A reduction in the Exit Price will apply for redemptions of Units within 2 years of their issue, as detailed above.

To make a withdrawal request, complete a redemption request form available at <http://www.oneregistryservices.com.au/investors/> and send it to the Registrar.

If the Trustee accepts a withdrawal request, then the Fund will aim to pay withdrawals within 30 Business Days after the date it is accepted.

Withdrawal proceeds will be electronically transferred to your nominated bank account.

4.10 Details of the proposed purchase process of the Australian TEPs

Once an Australian TEP is purchased by the Fund, the following occurs:

- Statutory title is vested in the Trustee
- The Life Company allocates its bonuses (aka interest) to the Australian TEP annually
- There are no fees/expenses payable to the life company in respect of an Australian TEP other than the annual premium
- 6 weeks before the Australian TEP's maturity, the Manager notifies the Life Company where to pay the maturity amount
- The maturity amount is paid by the Life Company on the maturity date.

Section 5

Trustee, Manager and other service providers

5.1 Trustee

We have extensive experience as a corporate trustee and custodian, and we are a professional trustee.

We are a subsidiary of the One Investment Group (OIG). OIG is an independent Australian funds management business that focuses on providing responsible entity, trustee and other services associated with funds management. OIG operates a number of entities that, pursuant to the Act, are licensed to conduct financial services businesses and to act as responsible entities for registered schemes and as trustees for unregistered schemes.

OIG's licensed entities hold over 200 responsible entity/trustee roles, administering a range of asset classes including hedge funds, real estate, private equity, fixed income, credit and equities. The total value of the assets within these trusts is in excess of \$25 billion.

The founders of OIG, Frank Tearle and Justin Epstein, have in excess of 30 years' collective experience in mergers and acquisitions, capital markets, funds management and corporate governance.

5.2 Manager

Aussie TEP Management Pty Ltd (Manager) will manage the Fund. This company is part of The Outlook Group. Aussie TEP Management Pty Ltd has access to the full intellectual property and management resources of The Outlook Group under a services agreement with that business.

5.3 The Outlook Group

The Outlook Group is Australia's only business that purchases conventional life policies and recycles them into A-AA rated investment assets.

The Outlook Group has been solely focused on this asset class for almost 20 years.

Managing Director, Brad Traynor BA. (Com), FCA, leads The Outlook Group team.

5.3 The Outlook Group (cont'd)

For over 20 years The Outlook Group has developed sophisticated proprietary technology to interpret, analyse and price conventional life company policies issued by AMP, MLC and Comminsure.

The Outlook Group team draws from experience in the chartered accountancy, wealth advice, human resource and direct sales/marketing industries.

5.4 Fund Administrator

Unity Fund Services Pty Ltd ACN 146 747 122 (Administrator) will provide the accounting and middle/back office resourcing necessary to assist in the day to day operations of the Fund under a fund administration agreement.

5.5 Fund Registrar

One Registry Services Pty Limited ACN 141 757 360 (Registrar) will provide fund registry services under a fund registry agreement.

5.6 The Actuary

Actuaries in Super Pty Ltd is an independent service provider to the financial services industry. It does not ask for or receive commission. AIS, will be the appointed Actuary to the Fund. AIS will verify the acquisition cost of a TEP by the Fund. AIS will also verify the consolidated Australian TEP valuation model calculation monthly produced by the Manager.

FIRST COLUMN.	SECOND COLUMN.	THIRD COLUMN.	FOURTH COLUMN.
Name of the person whose life is assured.	Yearly Premium payable in advance.	Premium payable.	Sum assured from the 21st day of March 1949 from which date the Policy will participate in the surplus.
VICTOR KENNETH	£4. 15. 0	on the twentieth day of March	£500.



Section 6

Fees and Expenses

The Trustee, Manager and other service providers are entitled to receive fees in consideration for services provided with respect to the Fund. These fees and other costs and expenses associated with an investment in the Fund are outlined in this section.

6.1 Ongoing fees

Ongoing Fees	Amount (ex GST)	Details
Trustee fee	<p>A fee of 0.05% per annum of the gross value of the Fund's assets, subject to a minimum fee of \$2,000 per month for the first 12 months from the date of the issue of the first Unit to an Investor under this IM, and \$4,000 per month thereafter.</p> <p>The minimum monthly fee is indexed to the higher of 3 percent or CPI on 1 July each year.</p> <p>This fee is calculated and is payable monthly in arrears from the Fund's assets.</p>	A monthly fee payable to the Trustee for its services to the Fund.
Management fee	A fee of 0.8% percent per annum of the gross value of the Fund's assets. This fee is calculated and is payable monthly in arrears from the Fund's assets.	A monthly fee payable to the Manager for its services to the Fund.
Manager performance fees	Calculated as set out below	In consideration for the past and successful management of the Fund, the Manager may be entitled to performance fees.

Ongoing Fees	Amount (ex GST)	Details
Fund administration fee	\$1,500 per month, paid from the Fund's assets. The fee is indexed to the higher of 3 percent or CPI on 1 July each year.	A monthly fee payable to the Administrator for providing middle/back office and accounting services to the Fund.
Registry services fee	\$300 per month (being the monthly maintenance fee), paid from the Fund's assets The fee is indexed to the higher of 3 percent or CPI on 1 July each year.	A monthly fee payable to the Registrar for its services to the Fund for maintaining the Register of Investors. Additional fees may be incurred for holding the register, investor and advisor enquiries, ongoing registry transactions, distributions, bank reconciliations and reporting (including compliance reporting).
Consulting actuary fee	Estimated as being \$2,000 per month, paid from the Fund's assets. This fee will be increased in accordance with increases in the CPI.	A monthly fee payable to the external Actuary. AIS will verify the purchase pricing of the TEPs and the monthly valuation of the TEPs acquired by the Fund.
Premium processing fee	Not less than \$20-\$25,000 per annum. Payable monthly from Fund assets	The cost of the service is \$50 per policy per annum + GST Subject to a minimum fee of \$20,000 + GST in year one and \$25,000 + GST thereafter The price of this service will increase with CPI annually

6.2 One off fee

One off Fee	Amount (ex GST)	Details
Fund establishment fee	\$15,000	A one-off establishment fee is payable to the Trustee. This has been paid by the Manager and will be recovered by the Manager from the Fund's assets.
Legal and Tax Advice fees- Fund establishment fees	\$40,000 (approximately.)	Legal fees and tax advice fees will be paid in the establishment processes for the Fund. These will be paid by the Manager and will be recovered from the Fund's assets.

6.3 Performance fees- Calculation

(i) Capital guaranteed component performance fee

In consideration for the past and successful management of the Fund, the Manager may be entitled to performance fees. Performance fees are intended to allow the Manager to participate in the addition of a guaranteed additional amount of money over that forecast at the purchase date of a TEP that will be paid to the Fund on maturity.

This calculation will be estimated monthly and paid quarterly for all TEPs and reflect both increases and decreases in Life Company guaranteed annual rates.

At the purchase date of a TEP, the Sum Insured (A) and Reversionary Bonuses (B) are known. If during the ownership period of a TEP, the Life Company annual guaranteed bonus rates increase, then a performance fee will be payable to the Manager as follows:

20% of the increase in Capital Guaranteed Reversionary Bonus (B),

calculated as:

$(20\% \times \text{forecast final Reversionary Bonus Account (E)} \text{ at new bonus rates})$

Example (1) that where the premium is described in the policy as payable by instalments in the event of the death of the Life Assured any unpaid instalments of the current yearly premium will be deducted from the sum assured.

Insurer increases its annual guaranteed bonus rates on 1 May.

After the close of the June Quarter a calculation is made on each individual Insurer TEP for the preceding quarter. The performance bonus would be:

SCHEDULE

Sum Insured (A)	\$40,000 (at purchase)	Date of Proposal	26th June 1968.
Reversionary Bonus (B)	\$50,000 (at purchase)	Age next birthday of the Life Assured as stated in the proposal	32 years
Terminal Bonus (C)	\$10,000 (at purchase)	Whether admitted Age Admitted.	
Original Forecast Maturity of TEP (A+B+C)	\$100,000		
New Forecast Maturity of a TEP (at new bonus rates) (D)	\$105,000		
New Forecast Final Reversionary Bonus (E)	\$55,000		
Performance Bonus is	Yearly.	15th day of June.	Period during which premium is payable until the death of the Life Assured but no further yearly premiums shall be payable on and after the 15th day of June next preceding the attainment of age ninety.
$20\% \times \$55,000 (E) - \$50,000 (B) = 20\% \times \$5,000 (F) = \$1,000 (G)$			
The Fund, in this example will benefit from a \$4,000 additional capital guaranteed lift in its asset price at maturity ($80\% \times \$5,000$).			
TO WHOM PAYABLE	The Executors Administrators or Assigns of the Assured.		

6.3 Performance fees- Calculation (cont'd)

(ii) Exceeding maturity value performance fee

If the Maturity Value of a TEP paid exceeds the forecast Maturity Value at purchase, then a 20% performance fee is payable to the Manager calculated as:

(Maturity Proceeds received – original Forecast Maturity Value at TEP acquisition – Performance Fee ((i) above))

Example (2)

Using the data in Example (1), assume the Maturity Amount Paid is \$108,000 (H)

The performance fee will be calculated as;

$$20\% \times \$108,000 \text{ (H)} - \$100,000 \text{ (A+B+C)} - \$5,000 \text{ (F)} = 20\% \times \$3,000 = \$600$$

The Fund, in this example will benefit from a \$2,400 additional lift in its asset price at maturity (80% x \$3,000).

(iii) Death benefit performance fee

If a Death Benefit of a TEP is paid, then a 20% Performance fee is payable to the Manager calculated as:

(20% x Death Benefit received – current value of TEP)

Example (3)

Using the data in Example (1), assume the Death Benefit paid is \$106,000 (I) after 1.5 years duration of the TEP

The performance fee will be calculated as;

$$20\% \times \$106,000 \text{ (I)} - \$100,000 \text{ (A+B+C)} - \$5,000 \text{ (F)} = \$1,000 \text{ (J)} \times 20\% = \$200$$

The Fund, in this example will benefit from a \$800 additional lift in its asset price at death benefit (80% x \$1,000).

All Performance fees are estimated monthly and paid quarterly. In the case of the performance fees, taking into account all fees and costs, including all performance fees.

6.4 Early redemption discount to Exit Price (not a fee)

As set out in section 4.4 a discount to the Exit Price at which an Investor may redeem Units will apply to Units which are redeemed within 2 years of their issue. The discount to the Exit Price may constitute an additional cost to Investors but it is not a fee paid to any party, and is instead retained as an asset of the Fund.

6.5 Trustee removal fee

The Trustee is entitled to be paid a removal fee if:

- (a) it is removed as trustee of the Fund within 4 years of the issue of the first Unit under this IM, other than for gross negligence or for a breach of a fiduciary duty to Investors which causes them substantial loss, or
- (b) it retires as trustee of the Fund within 4 years of the issue of the first Unit under this IM at the request of the Investment Manager in accordance with the Investment Management Agreement.

The amount of the fee is the amount of trustee fees the Trustee would have received if it had remained the trustee of the Fund for 4 years from the issue of the first Unit in the Fund under this IM (taking into account trustee fees already paid to the Trustee). It is determined based on the gross value of the Fund's assets at the time the Trustee is removed or retires. If the Trustee removal fee becomes payable then it will be paid for out of the Fund's assets.

6.6 Administrator removal fee

The Administrator's appointment is for a minimum of 4 years. If the appointment is terminated within 4 years of commencement, then the Administrator is entitled to be paid a removal fee.

The amount of the fee will depend upon on how long the Administrator has been appointed for, as at the time of termination.

- (a) If 1 year or less, an amount equal to 8 times the fees for the month prior to termination.
- (b) If more than 1 year but less than 2 years, an amount equal to 6 times the fees for the month prior to termination.
- (c) If more than 2 years but less than 3 years, an amount equal to 4 times the fees for the month prior to termination.
- (d) If more than 3 years but less than 4 years, an amount equal to 2 times the fees for the month prior to termination.

If the removal fee becomes payable then it will be paid for out of the Fund's assets.



6.7 Costs and expenses

The Trustee and the Manager are entitled to be paid or reimbursed for operating costs and expenses associated with the operation of the Fund, such as the costs associated with the administration or distribution of income, fees to other service providers (to the extent not covered above) and other expenses properly incurred in connection with performing their duties and obligations in the day-to-day operation of the Fund.

In particular, the Manager has applied for Private Binding Tax Rulings for the Fund for a one-off fee of \$7,000 plus GST. The Fund will be audited annually by an external auditor selected by the Trustee. The costs of this audit are expected to be in the region of \$3-5,000 per annum.

6.8 Buy/sell spread

The buy/sell spread reflects the Manager's estimate of the transaction costs expected to be incurred by the Fund in buying and selling underlying assets as a result of investments in, and withdrawals from, the Fund.

The purpose of the buy/sell spread is to ensure those Investors transacting in Units at a particular time bear the costs of buying and selling the Fund's assets as a consequence of their transaction. The buy/sell spread is an additional cost to Investors but it is not a fee paid to any party, but is instead retained as an asset of the Fund.

The buy and sell spread will be determined by the Trustee and the Manager from time to time and in their discretion. As at the date of the IM, it is anticipated the buy/sell spread will be +/- 0.25%.

6.9 Supplier margin

The Outlook Group will acquire WOL policies and arrange for their conversion to Australian TEPs using its own funds in its ordinary course of business.

WOLs acquired by The Outlook Group will typically be less than the purchase price payable for the resultant Australian TEP by the Fund.

6.10 Third party referral fees

The Manager may pay an introductory fee or commission rebate to a party that has referred you to the Fund and/or arranging for you to invest in the Fund. Such fees and rebates are negotiated between that third party and the Manager.

Such fees will be paid out of the Manager's fees received from the Fund and not from the Fund's assets.

6.11 Trail Commissions

The Outlook Group may be appointed as the servicing adviser to an Australian TEP issued by the Life Company.

It may receive nominal trail or renewal commissions paid by the Life Company in respect of this arrangement.

6.12 Goods and services tax

All fees quoted in this IM are quoted exclusive of GST.

The Fund may not be entitled to claim a full input tax credit in all instances.

6.13 Fee changes

The Constitution allows for additional or other fees to be charged. We will provide investors with at least 30 days' written notice of any such fee imposition.

6.14 Waiver, deferral or rebate of fees

The Trustee and the Manager may, in their absolute discretion, accept lower fees and expenses than they are entitled to receive, or may defer payment of those fees and expenses for any time. If payment is deferred, then the fee will accrue until paid. In addition, the Trustee and the Manager may waive, negotiate or rebate fees, for example, in the case of a large investment amount.

6.15 Premium processing fees

The Trustee has appointed the Manager to implement its technology to process the required monthly premiums payable to the life companies on TEPs owned by the Fund. At the start of each the month, the Manager will receive funds from the Trustee for those premiums due to life companies in the that month. The Manager will remit these funds to each life company for each TEP by each premium due date.

Section 7

Risk factors

7.1 Risk explanation

All investments are subject to varying risks and the value of an investment can decrease as well as increase (i.e. you can experience investment gains or investment losses). Changes in value can be significant and can happen quickly. Different types of investments perform differently at different times and have different risk characteristics and volatility.

These are some of the reasons why you should consider investing in different types of investments (often called diversification).

The significant risks of this Fund are discussed on the following pages. The Trustee and the Manager cannot eliminate all risks and cannot promise that the ways they are managed will always be successful. If these risks materialise, your distributions and/or total return may be lower than expected or there may be none, and the value of your investment could fall.

The Trustee and the Manager strongly recommend you obtain independent financial advice before investing in the Fund.

7.2 Key risk factors

Identified risk	Explanation
Bonus rate risk	<p>Life Companies typically set their bonus rates annually.</p> <p>Annual bonus rates can be expected to move in line with 5 and 10 year Commonwealth Bond rates.</p> <p>Annual bonuses - once declared on each policy anniversary - are capital guaranteed additions to that Life Policy. Annual bonus rates for future years may change.</p> <p>Terminal Bonuses are not guaranteed and generally reflect the method a Life Company uses to distribute capital gains and other growth to the value of a Life Policy.</p> <p>Following significant market declines, (e.g. the Global Financial Crisis), Life Companies have reduced Terminal Bonuses, (out-of-their annual bonus rate cycle), to discourage surrenders of policies until markets stabilise.</p> <p>Changes in future bonus rates on Life Policies may reduce the expected maturity amount of a Life Policy if it matures during a period where bonuses have been reduced. Accordingly, a reduction in bonus rates since acquisition of a TEP may lead to the expected maturity amount of that TEP being less than that expected at the time of purchase.</p>

Identified risk	Explanation
Liquidity risk - general	<p>In the event that the Fund is required to meet an obligation it will need to have liquid assets to meet that payment obligation. The following liquidity options are open to the Trustee to meet such an obligation.</p> <p>The Life Act requires the issuing Life Company to stand in the market daily and provide a surrender price for a Life Policy issued by it.</p> <p>Life Companies typically take 1-2 weeks to pay out a policy surrender once requested.</p> <p>The Fund may access the liquidity in a Life Policy acquired by it by a number of methods:</p> <ul style="list-style-type: none"> • Borrowing from the life company against the surrender value • Cashing bonuses or • Making the policy paid-up which means no future premiums are payable. <p>The Fund doesn't contemplate using the second or third options above when in need of liquidity, but reserves the right to do so.</p> <p>If a loan is taken from the Life Company in respect of any Life Policy, the following is likely to be the term of events:</p> <ul style="list-style-type: none"> • The Trustee requests a loan against the Life Policy • The Life Company supplies a loan contract with no credit assessment required • The Trustee returns the loan document and the Life Company pays the loan. <p>The above procedure generally takes 1-2 weeks.</p> <p>The Trustee may borrow up to 70% of the surrender value of any Life Policy.</p> <p>Interest charged by the Life Company is approximately 8.5% pa, debited 6-monthly and the Fund may generally choose not to repay the interest. Unpaid interest will accrue and create a debt against the Life Policy.</p>

Identified risk	Explanation
Liquidity risk - specific	If an Investor wishes to redeem their Units in the Fund within the first 2 years of their issue, then a discount will apply to the Exit Price. Details are set out in Section 4.
Premium payment risk	<p>TEPs require the payment of an annual premium on the policy.</p> <p>This is typically 1-2% of the purchase price pa.</p> <p>The Fund will put into an interest bearing account, the cash necessary to meet future premiums on the Life Policies owned by the Fund.</p> <p>This account may be used by the Manager/Trustee for other liquidity management needs of the Fund.</p> <p>Unpaid premiums will form a debt against the Life Policy but do not affect the growth in value of a TEP.</p>
Concentration Risk	<p>Investors should be aware of the risk of concentrating on similar or correlated assets. Concentration risk means that, should a particular asset class be adversely impacted, other highly correlated asset classes run a greater risk that they will also be affected. It is intended the Fund will invest in TEPs. Therefore, factors which affect this sector may have a significant impact upon the Fund's performance.</p> <p>The Manager will seek to secure sufficient TEPs to ensure the Fund is fully invested for all 3 Australian life companies (AMP, MLC and Comminsure), and potentially New Zealand Life Policies.</p> <p>The number of conventional Life Policies in Australia and New Zealand is dominated by AMP Life Ltd.</p>



Identified risk	Explanation
Life Company Takeovers Risk	<p>There have been a number of actual and announced changes to AMP, MLC and Comminsire.</p> <p>In 2016 National Australia Bank, (who owned 100% of MLC), disposed of 80% of that business to Nippon Life of Japan.</p> <p>The Supplier, The Outlook Group, has not identified any changes to the acquisition, supply and bonus rates of MLC conventional policies, other than normal market movements with MLC policies over the last 5 years.</p> <p>In 2017, CBA who owns 100% of Comminsire in Australia and Sovereign Life in New Zealand, announced the sale of those business to Hong Kong listed AIA. At the date of this Information Memorandum, the sale has not been finalised.</p> <p>The Outlook Group has not identified any changes to the acquisition, supply and bonus rates of Comminsire conventional policies, other than market movements with Comminsire policies over the last 5 years.</p> <p>In 2018, AMP Ltd, who owns 100% of AMP Life Ltd, agreed to sell their “mature” business to Resolution Life of UK. This sale will include conventional policies such as those targeted by the Fund.</p> <p>At the date of this Information Memorandum, it is The Outlook Group’s understanding that Resolution Life Ltd will acquire all the shares in AMP Life Ltd. AMP Life Ltd and Resolution Life Ltd have publicly stated that, all policy holder terms and conditions remain unchanged. The transaction also includes securing a 5-year mandate from AMP Capital Investors Ltd to manage the Statutory #1 Fund assets of AMP Life Ltd as they do now.</p> <p>The sale is expected to complete in late 2019.</p>

	It is possible that a new Life Company acquiring the management and control of the mature book of conventional Life Policies of any of: AMP, MLC and
Identified Risk	Explanation
Life Company Takeovers Risk (cont'd)	Comminsure, may not manage those assets backing the policies as well as its predecessor did. This could result in lower bonus rates being experienced on TEPs prospectively, than those rates applying to a TEP at time of purchase.
Leverage risk	<p>The Fund may borrow money up to 20% of the gross asset value of the Fund.</p> <p>Leverage can be an important investment tool. Through borrowing, larger amounts of capital become available to generate returns. But whilst this can enhance any positive gains, it can also magnify any losses.</p> <p>Returns on equity from leveraged investments are more volatile than returns from the same investments which are not leveraged.</p>
Interest rate risk	Changes in interest rates can have a negative impact on investment value and returns. For example, the attractiveness of a particular investment class can be affected and the cost of leverage can increase.
Fund and investment manager risk	<p>There are certain inherent risks in any collective investment such as a managed fund. Investing in the Fund may result in a different outcome to investing directly because of the application of tax laws, income or capital gains accrued in the Fund, fees and expenses associated with the Fund, the impact of investments into and redemptions from the Fund by other Investors and the possibility that the Fund may be terminated.</p> <p>How the Fund performs depends on the performance of the Manager and may also be impacted by the performance of external service providers. In addition, the Fund's performance could be affected by the Trustee or Manager being replaced or changes in the Manager's key personnel. There is also a risk that the Trustee's or the Investment Manager's AFSL authorisations may be suspended or revoked, which could have an adverse impact on the Fund's performance.</p>

THE NATIONAL MUTUAL LIFE ASSOCIATION OF AUSTRALASIA LIMITED	
Identified risk	Explanation
Market risk	Investment returns from the Fund are affected by general market conditions and may decline over short or extended periods due to market sentiment, economic, technological, legal, social and/or political factors. None of these conditions are within the Trustee's or the Manager's control and no assurances can be given that such factors will be anticipated.
Regulatory risk	The Fund's operations may be negatively impacted by changes to government policies, regulations and laws.
Taxation law reform risk	Changes to tax law and policy (including any changes in relation to how income of the Fund is taxed or to the deductibility of expenses or stamp duty law) might adversely impact the Fund and your returns and may necessitate a change to the Fund's structure to ensure Investor interests are protected. You should obtain independent tax advice in respect of an investment in the Fund.
ATO Tax Ruling risk	The Fund has its own Private Binding Ruling with the ATO to confirm the Australian income tax implications of specific issues raised by the Fund. If the Fund was not conducted on the terms stated in the Private Binding Ruling, this may have an adverse impact on an Investor's investment in the Fund.
Competition Risk	Should another Supplier enter the market then this may result in higher prices being paid by the fund to secure sufficient TEPs for its needs. This may reduce the returns on TEPs.
Product Availability Risk	The availability of possible policies that can become TEPs will decrease over the years by either surrenders, (that cannot pass through the Secondary Market), Death Claims or maturities. The current pattern of these reductions in available policies is stable. This may not always be the case.

Section 8

Taxation

8.1 Scope

This section provides an outline of some of the Australian income tax implications for Australian resident taxpayers investing in the Fund. The information provided below has been prepared on the basis that Investors are individuals or other general investors, such as complying superannuation funds or investment trusts (other than public trading trusts or corporate unit trusts). Taxation implications for other Investors may differ substantially from those outlined.

Further, the information provided below assumes that Investors hold their investment in the Fund on capital account and not on revenue account, nor as trading stock.

This outline is general in nature due to the complexity of Australian taxation laws.

Investors in the Fund should seek and obtain independent Australian tax advice prior to investing in the Fund.

8.2 Taxation of Australian TEPs

Australian TEPs are expected to be taxed concessional in Australia.

In Australia, an Australian TEP will be assessed under the 10 year Insurance Bond rules where the ultimate owner is a non-superannuation fund investor. This means that policy growth is not taxed each year, but assessed in the year of maturity or otherwise when the Australian TEP comes to an end. These rules are as follows:

- Profits made on an Australian TEP which has matured and has been held for a period of up to 8 years will be assessed as Fund income which will carry a non-refundable 30% tax offset.
- Profits made on an Australian TEP which has matured and has been held for between 8-10 years will have 1/3 then 2/3 of the gain excluded for years 8-9 and 9-10 respectively. The assessable gain component will carry a 30% non-refundable 30% tax offset.
- Profits made on an Australian TEP which has matured and has been held for more than 10 years, are tax exempt.

8.2 Taxation of Australian TEPs (cont'd)

There are no expected capital gains on Australian TEPs to be made by the Fund because the Fund invests in Australian TEPs with the intention of holding them to maturity. In the

relatively unlikely event the Fund disposes of any Australian TEPs it holds, under Subdivision 118-D of the 1997 Tax Act, there are some exemptions available to the Fund in relation to the CGT rule not applying to the disposal of Australian TEPs at the Fund level subject to requirements being met. Broadly, the requirements will be met where a specific CGT event occurs in relation to a relevant CGT asset of a prescribed entity (e.g. the disposal of some of the Fund's TEPs) under the 1997 Tax Act.

The Aussie TEP Fund has been granted a Private Binding Ruling number **1051489729469** from the Australian Tax Office to confirm the Australian income tax treatment of the Australian TEPs. Details of the Private Binding Ruling are set out at Section 7.9.

The Aussie TEP Fund is to be domiciled and managed in Australia.

Unit holders may have a CGT liability on the growth in Unit value, (if Units are redeemed), before TEP maturities occur, which is the point in time when the "Insurance Bond" gains are distributed.

8.3 Taxation of the Fund

The Fund should be treated as a trust for Australian income tax purposes. The Fund should not be subject to income taxation on net income derived for income tax purposes provided it is fully distributed to Investors, which is expected to be the case.

It is unlikely the provisions of Division 6C of Part III of the *Income Tax Assessment Act 1936* (Cth) ('1936 Tax Act') (which seek to tax certain public trading trusts as companies) will apply to the Fund on the basis that the Fund does not propose to carry on, control, nor is able to control, a 'trading business' as defined in the 1936 Tax Act. It is not anticipated that the Fund will be considered to be carrying on a 'trading business' whilst its activities consist of investing in Life Policies for the purpose or primarily for the purpose of deriving investment returns and investing any surplus funds on deposit in prescribed eligible investments in accordance with those as set out in paragraph 102M(b) of the 1936 Tax Act.

The Aussie TEP Fund has been granted a Private Binding Ruling number **1051489729469** from the Australian Tax Office to confirm the Australian income tax treatment of the Australian TEPs. Details of the Private Binding Ruling are set out at Section 8.9. Revenue losses or net capital losses incurred by the Fund cannot be distributed to Investors. Revenue losses may be carried forward in the Fund to offset future capital gains and other

8.3 Taxation of the Fund (cont'd)

assessable income made by the Fund. The ability to carry forward any revenue tax losses and net capital losses of the Fund will be subject to the satisfaction of the relevant tax loss carry forward rules that may apply from time to time.

8.4 Taxation of distributions by the Fund

Presently entitled Investors, who are not under any legal disability, will generally be assessable on their share of distributions from the Fund in the year in which the entitlement arises. The income derived from maturing Australian TEPs will retain its character as it ultimately flows through to the Investors. It is expected that the main type of income to be received by presently entitled Investors should allow the Investor to claim a non-refundable tax offset to varying degrees in respect to Australian TEPs, which have matured and have been held up to 10 years, or alternatively be fully tax-exempt in the hands of the Investors in relation to Australian TEPs which have matured and have been held for more than 10 years.

The Aussie TEP Fund has been granted a Private Binding Ruling number **1051489729469** from the Australian Tax Office to confirm the Australian income tax treatment of the Australian TEPs. Details of the Private Binding Ruling are set out at Section 8.9.

Tax-deferred distributions may occur where the Fund distributes an amount of cash that exceeds the net income of the Fund allocated to the Fund's Unitholder. Certain tax-deferred distributions that are not assessable to a Unitholder may result in a reduction in the cost base of the Units held by the Unitholder. A capital gain will arise where those tax-deferred distributions exceed the cost base of the Units.

8.5 Disposal of Units

Under the CGT provisions, any taxable capital gain arising from the disposal of an Investor's Units may form part of an Investor's assessable income. From a CGT perspective, each Unit in the Fund will be treated as a separate CGT asset. It will be necessary to apportion the proceeds received in respect of the disposal of Units on a reasonable basis between each of the underlying Units in the Fund. An Investor will make a capital gain in respect of a Unit to the extent that the capital proceeds attributable to the Unit exceed the Investor's cost base in that Unit.

An Investor may be entitled to apply the relevant discount percentage to any capital gain to the extent that it is included in its net capital gain for the income year, and the Investor has also held the Unit for at least 12 months. For individuals and trusts, the capital gain may be reduced by a CGT discount percentage (which is currently 50%). For complying superannuation funds, the capital gain may be reduced by a CGT discount percentage



8.5 Disposal of Units (cont'd)

(which is currently 33.33%). Corporate Investors are not eligible to apply discounts to capital gains.

If an Investor carries on a business of trading in securities, the Investor may be assessed in relation to dealings in Units as ordinary income rather than under the CGT provisions.

The Trustee and Manager recommend Investors seek their own independent taxation advice in relation to their specific Capital Gains Tax consequences on the disposal of their Units.

8.6 Non-Resident Investors

Appropriate statutory deductions of Australian tax will be made from income distributed to non-resident Investors.

Broadly, capital gains realised upon the disposal or redemption of Units owned by non-resident Investors will only be subject to Australian CGT if the Units are considered “taxable Australian property”, and more specifically an “indirect Australian real property interest” at the time of disposal or redemption of the Units. It is unlikely that Units will represent “taxable Australian property” for income tax purposes as at the time of preparing this Information Memorandum.

We strongly recommend that non-resident Investors obtain independent professional tax advice prior to investing in the Fund, and to confirm the Australian income tax implications of disposing of Units held in the Fund.

8.7 GST

There will be no GST payable by Investors on subscription money paid for the acquisition of Units. Further, there will be no GST applicable to the sale or redemption proceeds received on disposal of Units. GST is also not payable on distributions of income or capital by the Fund.

However, GST may apply to professional advice or other costs incurred by Investors in relation to the acquisition of Units, such as taxation advice or financial planning advice obtained by Investors. Even if registered for Australian GST purposes, Investors may not be entitled to claim full input tax credits in respect to these acquisitions as they will relate to the making of financial supplies by the Investors. The Fund should be entitled to input tax credits under the GST legislation for GST paid in respect of services provided to it (generally limited to 55%, with specific acquisitions at 75%, of the GST paid).

8.8 Tax File Number (TFN) and Australian Business Number (ABN)

It is not compulsory for Investors to quote their TFN or ABN. If an Investor is making an investment in the Fund in the course of a business or enterprise carried on by you, the Investor may quote an ABN instead of a TFN. Failure by an Investor to quote an ABN or TFN or claim an exemption may oblige the Trustee to withhold tax at the top marginal rate (including Medicare levy) on gross payments (including distributions of income) to the Investor.

8.9 Private Binding Ruling number 1051489729469 from the Australian Tax Office

A Private Binding Ruling from the Australian Tax Office in relation to the following taxation aspects of the Fund has been obtained - The Ruling questions are answered after each stated question below;

Question 1

Is the unit trust a public trading trust pursuant to section 102R of the *Income Tax Assessment Act 1936* (ITAA 1936)?

Answer

No

Question 2

Are the Traded Endowment Policies (TEPs) eligible policies for the purposes section 26AH of the ITAA 1936?

Answer

Yes

Question 3

Will the beneficiaries or the trustee of the unit trust, as applicable, be entitled to a rebate of tax under section 160AAB of the ITAA 1936 equal to the statutory percentage of any rebatable amount?

Answer

Yes

Question 4

Will the exemption in section 118-300 of the *Income Tax Assessment Act 1997* (ITAA 1997) apply to disregard any capital gains or losses made in relation to the TEPs by the unit trust?

Answer

Yes

This ruling applies for the following periods:

Income year ending 30 June 2019 Income year ending 30 June 2020 Income year ending 30 June 2021

The scheme commenced on:

6 February 2019

Section 9

The Offer

9.1 Structure of the Fund

The Fund is an Australian unit trust. Unit trusts are vehicles which enable investors to pool their money with that of other investors. The pooling, amongst other reasons, enables you to invest in markets that may otherwise be difficult to access.

The Fund is structured as an unregistered managed investment scheme. It is an unlisted scheme.

Money invested in the Fund will purchase a number of Units which represents your holding in the Fund. Each Unit in the Fund confers an equal and proportionate beneficial interest in the net assets of the Fund. No Unit will give you an interest in any particular part of the Fund's assets or investments, or an entitlement to exercise any right or power in respect of any such asset or investment, or an entitlement to participate in the management or operation of the Fund (other than through Investor meetings).

The Trustee has appointed the Manager as the investment manager of the Fund pursuant to the Investment Management Agreement.

9.2 Minimum investment amount and minimum balance

The minimum initial investment is \$50,000. Following the minimum initial investment, Investors may invest additional funds in the Fund in multiples of \$50,000. The Trustee has discretion to accept lower amounts.

Investors must maintain a minimum balance of \$50,000 at any time.

9.3 Qualifying Investors

This Offer is restricted to wholesale clients and sophisticated investors. You may qualify to invest in the Fund in the following ways:

- You are a professional investor (as this term is defined in the Act).
- You invest at least \$500,000 into the Fund.
- You meet the minimum asset (\$2.5 million of net assets) or income (\$250,000 of gross income for each of the last two financial years) requirements set out in the Act.
- You otherwise satisfy us you are not a "retail client" for the purposes of Chapter 7 of the Act.

9.4 How to invest

For an application to be considered, you must complete and return your Application Form and pay the application money. You can pay the application money by returning the Application Form with a cheque for the proposed investment amount or note that the application money has been transferred by electronic funds transfer.

Cheques should be either bank cheques or drawn on an account in the name of the applicant and made payable to **"One AR Pty Ltd Applications Account-Aussie TEP Fund"**.

You are requested to provide your Tax File Number (TFN), Australian Business Number (ABN) or exemption code, and failure to quote an ABN or TFN will result in tax being withheld by the Trustee on distributions paid to the Investor at the highest marginal tax rate plus Medicare levy. It is not compulsory for you to quote your TFN or ABN.

The Trustee has the sole discretion whether to accept or reject an application. If your application is rejected, wholly or in part, then the Trustee will notify you in writing and arrange for return of your application money to you. Interest will not be paid to applicants on application money. If your application to invest in the Fund is accepted, then interest earned on your application money will be retained by the Trustee. If your application to invest in the Fund is not accepted, then your application money will be returned to you (without interest).

By sending a completed Application Form, you are making an irrevocable offer to become an Investor in the Fund and you are agreeing to be legally bound by the Constitution and the terms of the Information Memorandum. A brief summary of the Constitution is included at section 10.1 of this IM.

NAME OF THE ASSURED: EDWARD JOHN	
BENEFITS:	
In the event of the death of the Assured after completion of the Twenty-first year of age:— The whole of the premiums received by the Company under the Policy with compound interest thereon at the rate of 3½ per cent. per annum shall be paid to the person or persons to whom by the Schedule the same are made payable. In the event of the death of the Assured after completion of the Twenty-first year of age:— The Amount of ONE THOUSAND POUNDS (referred to in this Policy as the Amount of Assurance) with relative Bonuses attaching.	
TO WHOM BENEFITS ARE PAYABLE:	
The Assurer or his or her Executors, Administrators or Assigns, on trust as aforesaid.	
PREMIUM:	
Twelve Pounds Five Shillings payable Annually on 1st July from and including Date of Commencement of Risk until the death of the Assured. in each year	
Date of Proposal and Declaration:	30th June, 1951
Date of Commencement of Risk:	1st July, 1951

In Witness Whereof We have for and on behalf of the Company hereunto set our hands at Sydney this Thirteenth day of July One Thousand Nine Hundred and Fifty-one.

A Memorandum of Transfer of this Policy is endorsed upon the Annexure affixed hereto.

Signature *Shaggy* Date 21 OCT 1951

9.5 Existing owners of TEPs may sell into the Fund in exchange for Units

Existing owners of TEPs may be given an invitation by the Manager to sell their directly owned TEPs into the Fund in exchange for Units in the Fund. The purchase price of these TEPs will be in line with the arms-length TEP purchase price setting procedure conducted monthly between the Trustee and The Outlook Group and reviewed by the Actuary.

Early redemption discounts applicable to TEPs acquired by the Fund (refer Section 4.4) under this form of offer will be reduced so that any Units subscribed by these Investors will be taken to have been the time the vendor TEP Investor originally acquired the relevant TEPs.

For example, if the owner of a TEP that had held the TEP for 1 year transferred its TEPs to the Fund in return for Units, it would only need to hold its Units for a further year before the discount factor referred to in Section 4.4 (that would otherwise be applicable to a withdrawal of its Units) would cease to apply.

The Trustee and Manager strongly recommend existing owners of TEPs wishing to exchange their existing TEPs for Units in the Fund obtain independent Australian tax and financial advice prior to entering into such a transaction.

In pursuance of the Proposal for this Policy, dated the fifteenth day of February 1935 which is hereby declared to be the basis of and shall be held to form part of this Contract, and in consideration of the payment by VICTOR GLASSON CARTER of SYDNEY, Clerk. (hereinafter called the Assured) of the Premium specified in the second column of the Schedule hereunder on the days specified in the third column of the said Schedule in each year during the life of the person named in the first column of the said Schedule (hereinafter called the Life Assured) up to the twentieth day of March 1949 inclusive and thenceforth by the Life Assured, the AUSTRALIAN MUTUAL PROVIDENT SOCIETY (hereinafter called the Society) will (subject to the Conditions on the back hereof, which shall be held to form part of this Policy) on the death of the Life Assured if occurring before the twenty first day of March 1949 pay to the Assured or Executors, Administrators or Assigns the Premiums that shall have been paid before such death (with interest thereon at the rate of four per cent. per annum, but without any bonus), but if such death occur on or after the twenty first day of March 1949 then the Society will on the death of the Life Assured pay the sum specified in the fourth column of the said Schedule to the Executors, Administrators or Assigns of the Life Assured.

The risk under this Policy commences from the nineteenth day of March 1935.

SCHEDULE

FIRST COLUMN.	SECOND COLUMN.	THIRD COLUMN.	FOURTH COLUMN.
Name of the person whose life is assured.	Yearly Premium payable in advance.	Premium payable.	Sum assured from the 21st day of March 1949 from which date the Policy will participate in the surplus.
VICTOR KENNETH	£4. 15. 0	on the twentieth day of March	£500.



Section 10

Additional Information

10.1 The Constitution

The Constitution is the primary document that governs the relationship between the Investors and the Trustee. It contains provisions about the legal obligations of the parties and the rights and powers of each.

Investors will be entitled to participate in any distributions of income from the Fund according to their rights and interests. Subject to the rights attached to a particular class of Units, this means in proportion to their holdings.

If the Fund is wound up, Investors will be entitled to participate in any surplus assets of the Fund according to their rights and interests. Subject to the rights attached to a particular class of Units, this means in proportion to their holdings. The Trustee may wind up the Fund by giving Investors notice of the termination date.

Subject to the constitution of the Fund, the Trustee has all the powers in respect of the Fund, which it would have if it were the owner of the assets of the Fund.

Each Unit gives an Investor an equal and undivided interest in the Fund. However, a Unit does not give an Investor an interest in any particular part of the Fund. Subject to the Constitution, an Investor has the following rights:

- The right to share in any distributions.
- The right to attend and vote at meetings of Investors.
- The right to participate in the proceeds of winding up of the Fund.

The Trustee can amend the Constitution if the changes will not adversely affect Investors' rights or terminate, invalidate or annul the present right of Investors to a share of income and capital of the Fund.

10.2 Supply agreement with The Outlook Group Pty Ltd

The Trustee has entered into a supply agreement with The Outlook Group Pty Ltd ACN 105 079 696.

The Supplier agrees to provide exclusive supply of all Traded Endowment Policies that meet the purchasing criteria determined by the Trustee and the Supplier each month.

The Outlook Group Pty Ltd will procure the Traded Endowment Policies from its associate, T Zero Pty Ltd ACN 105 072 526 , with which it has an enduring distribution agreement.

10.3 Investment Management Agreement

The Trustee has entered into the Investment Management Agreement with the Manager.

Under the Investment Management Agreement, the Manager provides investment management services to the Fund which include the following duties:

- Management of the assets of the Fund in accordance with the Investment rationale, including:
 - obtaining of advice for the benefit of the Fund;
 - keeping proper records and books of account in relation to the assets of the Fund;
- Management of the acquisition by the Fund of Life Policies and their conversion into TEPs.
- Liquidity management of the assets of the Fund;
- Establishing trading practices; and
- Promotion of the Fund including preparing Offer documentation.

The Manager will arrange for the acquisition by the Fund of Life Policies and their conversion into TEPs. To the extent that these activities involve dealing in Life Policies and TEP's, these activities will be conducted under AFSL 253119 held by The Outlook Group Pty Ltd of which the Manager is an authorised representative.

The Investment Management Agreement will remain in force until the Fund is wound up, unless the agreement is terminated earlier.

10.3 Investment Management Agreement (cont'd)

The Trustee may at any time terminate the Investment Management Agreement, to take effect immediately, in any of the following circumstances:

- the Manager becomes insolvent or ceases to carry on business in relation to its activities as an investment manager,
- the Manager breaches its obligations under the Investment Management Agreement that materially and adversely affects the rights of Investors, and fails to rectify the breach or failure in accordance with the Investment Management Agreement,
- the Manager ceases to be authorised under relevant law or is unable to carry out its duties under the Investment Management Agreement because it has ceased to hold necessary authorisations or be able to rely on relevant exemptions, to operate as an investment manager,
- relevant law requires the Investment Management Agreement to terminate or the Fund terminates in accordance with the Constitution or the Act.

The Manager may at any time give notice in writing to the Trustee terminating the Investment Management Agreement:

- to take effect 3 months after the date of the notice (or such lesser period as the Trustee agrees); or
- to take effect immediately if the Trustee ceases to be the trustee of the Fund or in circumstances where the Trustee is insolvent or commits a material breach.

The Investment Management Agreement also sets out the fees payable to the Manager for its services.

If you require a copy of the Investment Management Agreement then please contact the Manager.

10.4 Services agreement

T Zero Pty Ltd, (a member of The Outlook Group), has entered into an agreement to supply pricing, software and administration platforms under license to the Manager.

T Zero Pty Ltd is entitled to a percentage of the Manager's fees for providing these services.

10.5 Administration Agreement

The Trustee has entered into a 4 year agreement with the Administrator to supply trust administration, middle/back office and accounting services for the Fund.

10.6 Registry Agreement

The Trustee has entered into an agreement with the Registrar, to provide the unit holder registry services needed by the Fund.

The registry services include general maintenance and transaction services, distribution services, processing applications and redemptions, bank account reconciliation and reporting to the Trustee.

10.7 Reporting

Our reporting will comprise the following:

- (a) A periodic performance update report at the discretion of the Trustee.
- (b) An annual income distribution statement detailing any distributions paid to you, including an annual tax statement detailing information required for inclusion in your annual income tax return which will be provided within 90 days of the end of each financial year.

Annual financial reports of the Fund will be made available if requested.

10.8 Related party transactions

The Trustee may from time to time face conflicts between its duties to the Fund as trustee, its duties to other funds the Trustee manages and its own interests. The Trustee will manage any conflicts in accordance with our conflicts of interest policy, the Constitution, ASIC policy and the law.

The Manager is not a related party of the Trustee. The contractual arrangements between the Trustee and the Manager are negotiated at arm's length.

The Trustee may from time to time enter into transactions with related entities. All transactions will be effected at market rates or at no charge.

The Trustee has appointed the Administrator, an associated company, to provide fund accounting and taxation services to the Fund pursuant to an administration agreement. The Trustee has appointed the Registrar, a related party, for unit registry services in respect of the Fund. The Trustee has appointed these parties in consultation with, and with agreement from, the Investment Manager.

10.8 Related party transactions (Cont'd)

The Trustee has entered into a supply agreement with The Outlook Group Pty Ltd (Supplier). The Supplier agrees to provide exclusive supply of all Traded Endowment Policies that meet the purchasing criteria determined by the Trustee and the Supplier each month. The Supplier will procure the Traded Endowment Policies from its associate, T Zero Pty Ltd ACN 105 072 526, with which it has an enduring distribution agreement.

T Zero Pty Ltd, (a member of The Outlook Group), has entered into an agreement to supply pricing, software and administration platforms under licence to the Manager. T Zero Pty Ltd is entitled to a percentage of the Manager's fees for providing these services. The Manager, Supplier and T Zero Pty Ltd are all members of The Outlook Group.

10.9 Change of trustee

A change of trustee for the Fund requires Investors to pass a special resolution to give effect to the replacement. A special resolution must be passed by at least 75% of the votes that may be cast by Investors entitled to vote and present in person or by proxy.

The Manager may at any time give the Trustee written notice that it would like the Trustee to retire.

The Trustee may at any time give the Manager written notice of its intention to retire, which it must provide as soon as practicable after forming an intention to do so.

If either of these circumstances occur then the Trustee's retirement will take effect in accordance with the provisions of the Investment Management Agreement and a new trustee will be appointed for the Fund.

10.10 Conflicting Investor interests

Investors may have conflicting investment, tax, and other interests with respect to their investments in the Fund, including conflicts relating to the structuring of acquisitions and disposals of the Fund's assets. In structuring, acquiring and disposing of investments we and the Manager may consider the investment and tax objectives of the Fund and its investors as a whole, not the investment, tax, or other objectives of any Investor individually.

10.11 No-cooling off rights

There are no cooling-off rights or cooling-off period that apply in respect of your investment in the Fund.

10.12 Privacy

We collect personal information about you from your Application Form. We use this information primarily so we can verify your identity and establish your investment in the Fund. We will also collect and may use and disclose your personal information to process your application and manage your investment, comply with our obligations under applicable laws and regulations and improve our products and services. We may also use your information to provide you with details of future investment offers made by us or the Manager.

If you do not provide us with all the personal information we request, then we may be unable to establish and manage your investment in the Fund. The types of organisations to which we may disclose your personal information include the Manager and its related parties, external parties which provide services in relation to the Fund (e.g., custodial and registry service providers and providers of printing and postal services), government authorities when, and to the extent, required by law, and our professional advisors (including legal and accounting firms, auditors, consultants and other advisors).

Under the Privacy Act 1988 (Cth), you are entitled to access the personal information we hold about you, except in limited circumstances. You also have the right to ask us to correct information about you which is inaccurate, incomplete or out of date.

Please contact us if you have any questions about how we handle your personal information, or if you wish to access the personal information we hold about you.

10.13 Anti-money laundering law

The Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) requires us to verify the identity of an Investor and any underlying beneficial owner of Units in the Fund and the source of any payment. You will be required to provide the identification information set out in the Application Form. We will not issue you with Units unless satisfactory identification documents are provided.

We reserve the right to reject any application where such documents are not provided to us prior to, or accompanying, your application or if we believe on reasonable grounds that processing the application may breach any law in Australia or any other country. We will incur no liability to you if we do so.



10.14 Complaints and contacting us

We have a system for dealing with any complaints you may have as an investor. If you have a complaint, then please contact us at:

Telephone: (02) 8277 0000

Email: complaints@oneasset.com.au

Complaints Officer

One Investment Group

Post: PO Box R1471, Royal Exchange, NSW 1225

Your complaint will be acknowledged promptly and will be dealt with within 45 days.

10.15 Foreign tax compliance disclosure

The Foreign Account Tax Compliance Act (FATCA) is legislation of the United States of America (US) that enables the US Internal Revenue Service to identify and collect tax from US residents that invest in assets through non-US entities.

The Organisation for Economic Co-operation and Development's (OECD) Common Reporting Standards for Automatic Exchange of Financial Account Information (CRS) is a similar global regime aimed at the collection, reporting and exchange of financial account information of non-residents, including the investor's tax status.

If you are a foreign resident for tax purposes, then you should note the Fund will comply with its FATCA and CRS obligations by collecting, retaining and reporting about certain Investors to the ATO. In regards to the CRS, the ATO may exchange the information received from the Fund with the relevant participating foreign tax authorities of the non-resident Investors.

If requested by the Trustee or the Manager, Investors agree, and it is a condition of the issue of Units, to provide certain information required in order to comply with any applicable law, including FATCA and CRS.

10.16 Withdrawal of Information Memorandum

The Trustee may withdraw this Information Memorandum at any time. To the maximum extent permitted by law, neither the Trustee, the Manager, nor any other person accepts liability to any recipient of this Information Memorandum for costs incurred or losses suffered should the Information Memorandum for any reason be withdrawn or if a particular application is refused in whole or in part.

10.17 Electronic copies of the Information Memorandum

If this Information Memorandum is received electronically, the Trustee will provide a paper copy free of charge to eligible applicants on request. This Information Memorandum does not constitute an offer if it is received by a person in a jurisdiction (whether electronically or otherwise) to whom it would not be lawful to make such an offer.

Glossary

Actuary	Actuaries in Super Pty Ltd ABN 27 097 446 154 , the actuary appointed by the Trustee to assess the acquisition cost of a Traded Endowment Policy. This includes any replacement actuary selected by the Trustee.
Administrator	Unity Fund Services Pty Ltd ACN 146 747 122.
AFSL	Australian financial services licence.
Annual Bonus	Is a bonus declared by a life company in respect of a policy.
Application Form	The application form which accompanies this Information Memorandum.
APRA	Australian Prudential Regulatory Authority.
ASIC	Australian Securities and Investments Commission.
Business Day	A day on which banks are open for business in Sydney, except a Saturday, Sunday or public holiday.
CGT	Capital gains tax.
Constitution	The constitution of the Fund (being its trust deed).
CPI	The Consumer Price Index (All Groups) Sydney.
Endowment Policy	Is a conventional life policy with a fixed maturity date.
Exit Price	The price at which an Investor's Units in the Fund may be redeemed.
Financial Strength	Is a term used by ratings agency Standard and Poors in assessing the ability of a Life company to pay the maturity sum of a TEP when it becomes due
Fund	The Aussie TEP Fund, of which the Trustee is the trustee. The Fund is an unlisted open ended unit trust.
IMA	Investment Management Agreement between the Trustee and the Manager
Information Memorandum	This document which is issued by the Trustee.
Insurance Bond	Is a generic name referencing the taxation aspects of s26AH and s160AAB of the 1936 Income tax Act.
Investor	An investor in the Fund.
Issue Price	The price at which an Investor is issued Units in the Fund.
IRR	Is the discount rate used to determine the Net Present Value of the TEP cashflows.
Life Act	Life Insurance Act 1995 (Cth).
Life Company	A life company regulated in its domiciled jurisdiction, such as AMP, MLC and Comminsure.
Life Policy	A life policy (as defined under the Life Act) issued by a Life Company.

Management Agreement	The investment management agreement between the Trustee and the Manager, as amended from time to time.
Manager	Aussie TEP Management Pty Ltd ACN 126 373 000 (authorised representative no. 1269067) of The Outlook Group Pty Ltd ACN 105 079 696, the holder of AFSL 253119.
Net Asset Value	Gross asset value less liabilities.
Net Present Value	Is the value calculated using Microsoft Excel's XNPV formula.
Offer	The offer under this IM to acquire Units.
OIG	One Investment Group.
OIAL	One Investment Administration Ltd ACN 072 899 060, (AFS Licence no. 225064)
Registrar	One Registry Services Pty Limited ACN 141 757 360.
Reversionary Bonus	Is the account to which a Life Company credits annual bonuses on a conventional Life Policies each year.
Statutory #1 Fund	Is the Statutory no.1 fund of a Life Insurance Company regulated in Australia which backs the liabilities of the Life company issuing conventional life policies.
Statutory Asset Pools	Refers to the Statutory Funds of a Life Insurance Company regulated in Australia or New Zealand which backs the liabilities of the Life company issuing conventional life policies.
Supplier	The supplier of Endowment Policies to the Fund, being The Outlook Group Pty Ltd ACN 105 079 696.
Surrender Value	Is the amount that a Life Company will pay to cash a conventional Life Policy from time to time.
TEP or Traded Endowment Policy	Is an endowment Life Policy that is owned by someone other than the original owner.
Terminal Bonus	Is the bonus applied to a conventional Life Policy on the earlier of death of the life insured or maturity.
Trustee	One AR Pty Ltd ACN 602 601 776, (Trustee), is an authorised representative, (authorised representative no. 471702), of One Investment Administration Ltd ACN 072 899 060, (AFSL no. 225064), (OIAL) and is the trustee of the Fund. The Trustee is also an authorised representative (authorised representative number 1274689) of The Outlook Group Pty Ltd ACN 105 079 696 (AFSL no. 223119), (Supplier), limited to its role as trustee of the Fund.

The Outlook Group

The Outlook Group Pty Ltd ACN 105 079 696 and its associated entities T Zero Pty Ltd ACN 105 072 526 and Aussie TEP Management Pty Ltd ACN 126 737 000.

Units

Units in the Fund.

Whole of Life Policy (WOL)

Is a conventional Life Policy with a maturity date typically occurring on the 95th birthday of the life insured.

With which is incorporated the business of
Citizens' Life Assurance Company, Limited.
Mutual Life Association of Australia.
Australian Widows' Fund Life Assurance Society, Limited.

TABLE 64-65

With Participation in the Profits of the Ordinary Branch.

Whereas the Assurer whose name is set forth in the Schedule below has applied to **THE MUTUAL LIFE AND CITIZENS' ASSURANCE COMPANY LIMITED** (hereinafter referred to as the Company) for the following Assurance in its Ordinary Branch on the life and for the benefit of the Assured whose name is set forth in the Schedule upon the basis of the Proposal and Declaration (the date whereof is set forth in the Schedule) together with the Statements (if any) made to the Medical Officer of the Company and signed by the Assured, and which Assurance has been declared by the Assurer to be held in trust for the Assured.

Now This Policy Witnesseth FIRST.—In consideration of the payment to the Company of the Premium or Premiums in respect of this Assurance as specified in the Schedule and on proof to the satisfaction of the Company of the happening of either of the events set forth in the Schedule and also of the Assured's age and of the Claimant's title the Company shall upon delivery of this Policy duly discharged together with the last Premium Receipt pay the Benefits set forth in the Schedule to the person or persons to whom by the Schedule the same are made payable. Provided that any Bonus declared shall vest only on the Assured's completing the age of Twenty-one years.

SECOND.—The Contract is made and the Policy is issued with and subject to the Privileges Conditions and Guarantees endorsed hereon.

THE SCHEDULE ABOVE REFERRED TO.

NAME OF THE ASSURER: EDWARD WILLI

NAME OF THE ASSURED: EDWARD JOHN

BENEFITS:

In the event of the death of the Assured before completion of the Twenty-first year of age:—

The whole of the premiums received by the Company under the Policy with compound interest thereon at the rate of 3½ per cent. per annum.

In the event of the death of the Assured after completion of the Twenty-first year of age:—

The Amount of **ONE THOUSAND POUNDS** (referred to in this Policy as the Amount of Assurance) with relative Bonuses attaching.

TO WHOM BENEFITS ARE PAYABLE:

The Assurer or his or her Executors, Administrators or Assigns, on trust as aforesaid.

PREMIUM:

Twelve Pounds Five Shillings

payable Annually on 1st July

in each year

from and including Date of Commencement of Risk until the death of the Assured.

Date of Proposal and Declaration: 30th June, 1951

Date of Commencement of Risk: 1st July, 1951

In Witness Whereof We have for and on behalf of the Company hereunto set our hands at Sydney this **Thirteenth** day of **July** One Thousand Nine Hundred and **Fifty-one**.

A Memorandum of Transfer of this Policy is endorsed upon the Annexure affixed hereto.

Signature *[Signature]* Date **21 OCT 1951**

Contact

Trustee: One AR Pty Ltd

Phone: +612 8277 0000

Web: www.oneinvestment.com

Email: enquiries@oneinvestment.com.au

Registry: One Registry Services Pty Ltd

Phone: +61 2 8188 1510

Web: www.oneregistryservices.com.au

Email: enquiries@oneregistryservices.com.au

Manager: Aussie TEP Management Pty Ltd

Phone: +612 9968 3588

Web: www.aussieteps.com.au

Email: contactus@aussieteps.com.au

SUM ASSURED

L 500.

HEAD OFFICE: 37 PITT STREET, SYDNEY.

In pursuance of the Proposal for this Policy, dated the fifteenth day of February 1935 which is hereby declared to be the basis of and shall be held to form part of this Contract, and in consideration of the payment by VICTOR GLASSON CARTER of SYDNEY, Clerk. (hereinafter called the Assured) of the Premium specified in the second column of the Schedule hereunder on the days specified in the third column of the said Schedule in each year during the life of the person named in the first column of the said Schedule (hereinafter called the Life Assured) up to the twentieth day of March 1949 inclusive and thenceforth by the Life Assured, the AUSTRALIAN MUTUAL PROVIDENT SOCIETY (hereinafter called the Society) will (subject to the Conditions on the back hereof, which shall be held to form part of this Policy) on the death of the Life Assured if occurring before the twenty first day of March 1949 pay to the Assured or Executors, Administrators or Assigns the Premiums that shall have been paid before such death (with interest thereon at the rate of four per cent. per annum, but without any bonus), but if such death occur on or after the twenty first day of March 1949 then the Society will on the death of the Life Assured pay the sum specified in the fourth column of the said Schedule to the Executors, Administrators or Assigns of the Life Assured.

The risk under this Policy commences from the nineteenth day of March 1935.

SCHEDULE

FIRST COLUMN.	SECOND COLUMN.	THIRD COLUMN.	FOURTH COLUMN.
Name of the person whose life is assured.	Yearly Premium payable in advance.	Premium payable.	Sum assured from the 21st day of March 1949 from which date the Policy will participate in the surplus.
VICTOR KENNETH	£4. 15. 0	on the twentieth day of March	£500.