



landen

Keyland Sub-trust Fairway
(Class D1)

Keyland Wholesale Master Fund

SUPPLEMENTARY INFORMATION MEMORANDUM

—
30 October 2024

Contents

Overview	2
Information Summary	3
1. Investment Details	7
2. Risk Factors	12
3. How to Invest	16
4. Important Information	18

Overview

The information presented below in this Supplementary IM outlines an offer to acquire units in the Fund referable to a loan of up to \$9,500,000.00 (**Loan**) to Landen Dev No. 7 Pty Ltd ACN 650 069 855 as trustee for Landen Dev No. 7 Trust ABN 86 915 424 660 (**Borrower**) to refinance existing financial indebtedness in relation to the subdivision of real property (**Project**) at 52-60 Fairway Drive, Norwest NSW 2153, being Lot 11 in Deposited Plan 1285723 and Lot 11 in Deposited Plan 1198944 (**Project Property**). The Project Property is intended to be subdivided into a total of 8 lots, made up of 1 freehold lot and 7 lots within a community titles scheme, generally in accordance with the project plan on section 1.3 in this Supplementary IM (**Project Plan**).

The finance documents between the trustee of the Keyland Sub Trust - Fairway (**Lender**) and the Borrower (**Finance Documents**) will require interest to be paid at 9.25% per annum, provided that the Borrower makes the required repayments on or before their due dates, or 11.25% per annum if not.

The Finance Documents will provide for advances of the loan in tranches with an initial tranche of \$3,000,000.00 (**Tranche One Facility Amount**) to be advanced as a single sum and a further amount of \$6,500,000.00 (**Tranche Two Facility Amount**) to be advanced in multiple tranches, being an aggregate facility amount of \$9,500,000.00 (**Facility Amount**). The Tranche One Facility Amount must be applied to pay out existing senior finance owed by the Borrower in connection with the Project and any remaining amount to fund working capital. The Tranche Two Facility Amount must be applied to pay out existing indebtedness owed to the junior financier by the Borrower in connection with the Project.

Pursuant to the Finance Documents, as security for the Loan, the Borrower will grant the Lender a first ranking:

1. mortgage over the Project Property (**Security Property**) which will be registered on title (**Mortgage**).
2. general security interest over all present and after acquired property of the Borrower (**General Security**).

Unless and until the entire Tranche Two Facility Amount (except any part cancelled by the Lender) is advanced the Borrower will be permitted to continue its indebtedness to the existing junior financier and related encumbrances will be permitted to remain in place.

If the entire Tranche Two Facility Amount (except any part cancelled by the Lender) is advanced the amount owing to the existing junior financier must be repaid and securities over the assets of the Borrower and the Property which are held by the junior financier must be released.

The Lender has agreed not to unreasonably withhold consent to the Borrower procuring further funding for construction costs of the Project and providing security for such provided the existing junior financier has been repaid and the securities over the assets of the Borrower held by the junior financier released, the construction funding is on terms acceptable to the Lender and the Lender's security retains first ranking priority.

The Borrower is required to make payments of the interest accrued on the advances on a monthly basis after the first advance from the Loan (**Initial Drawdown Date**).

The repayment of all monies owed to the Lender is to be made by the Borrower on the date 24 calendar months from the date of the Initial Drawdown Date or earlier at the election of the Borrower (provided that, notwithstanding early repayment, the Borrower will be required to pay a minimum of 6 months' interest on the amount advanced). The Lender may agree with the Borrower to extend the repayment date by up to 3 months.

Through this Supplementary IM, the Fund provides an offer to acquire Class D1 Units (**Tranche One Fairway Units**) which have a targeted rate of return of 9.25% per annum (pretax and net of fees), based on the line fee and interest rate payable under the Finance Documents as well as the return of your investment (**Fairway Return**).

Please note that whilst the Borrower is required to make interest payments calculated at a minimum of 9.25% per annum on the monies owed to the Lender as drawn down over the term of the Finance Documents, the Fairway Return is not guaranteed by either the Fund or by the Trustee. The Fairway Return is dependent on the Borrower to make these payments, which is related to the successful completion of the Project and the sale of the Project Property.

The payment of any returns to investors is dependent on the Borrower meeting its interest and Loan repayment obligations.

The specific risks associated with this investment are disclosed in this Supplementary IM. These risks should be read in conjunction with the risks disclosed in the Information Memorandum (**IM**).



Information Summary

Key features	Description
Investment Opportunity	
Units	The Fund is offering Class D1 Units in the Fund (Tranche One Fairway Units) to facilitate Landen WFM Pty Ltd (ACN 672 287 428) as trustee for the Keyland Sub Trust – Fairway (Lender) a wholly owned sub-trust of the Fund, lending up to \$9,500,000.00 to Landen Dev No. 7 Pty Ltd ACN 650 069 855 as trustee for Landen Dev No. 7 Trust ABN 86 915 424 660 (Borrower) to carry out the Project (Please refer to Section 1 below for more information on the Project).
Issue Price	Net Asset Value divided by Units in Issue. See Section 3 for details.
Minimum Subscription	Applications totalling \$3,000,000.00 are required for the offer of Tranche One Fairway Units to proceed.
Targeted Rate of Return and Distribution Payments	<p>In addition to the return of your investment, the Tranche One Fairway Units have a targeted rate of return of 9.25% per annum (pretax and net of fees) from the date of your application.</p> <p>Distributions will generally be paid monthly, typically within 10 Business Days of the date the Lender receives each monthly line fee or interest payment from the Borrower and within 10 Business Days of the date the Lender receives the final repayment which is due 24 calendar months after the date of the Initial Drawdown Date. Notwithstanding the typical payment period, distributions due in June, will generally be paid within 2 months of the Lender receiving the relevant payment from the Borrower.</p> <p>An extension of the repayment date of a further 3 months may be agreed with the Borrower at the Lender’s discretion.</p> <p>Distributions to holders of Tranche One Fairway Units will be dependent on the Borrower complying in full and on time with its obligations under the Finance Documents.</p> <p>The targeted rate of return and the Fairway Return is an investment objective and not a forecast. Neither the Fund, Manager or the Trustee guarantees the payment, or amount of distributions or capital repayment or the receipt of any, or a particular rate of return on investment. The Fairway Return is dependent on the Borrower making payments under the Finance Documents, which is related to the successful completion of the Project and the sale of the Project Property.</p>
Likely duration of your investment	<p>The Tranche One Fairway Units are intended to be on issue for a minimum term of 24 calendar months from the date of the Initial Drawdown Date (which is anticipated to occur in November 2024) with a possible extension of up to a further 3 months at the discretion of the Lender.</p> <p>Investors may not withdraw their investment during this term. See Section 2.3 of this Supplementary IM for further information regarding duration of investment and withdrawal rights.</p>
Fees and Other Costs	
Fees and other costs for managing the Keyland Sub Trust - Fairway	<p>See the “Fees and Costs” section of the IM.</p> <p>Keyland Sub Trust - Fairway is structured so that the interests and fees paid by the Borrower in respect of the Loan are calculated to absorb the fees and costs of Tranche One Fairway Units and the costs referable to the Keyland Sub Trust - Fairway. Therefore, these fees and costs do not reduce the value or rate of return on your investment unless the Borrower defaults in paying the interests and fees in respect of the Loan.</p>

Key features	Description
<p>Borrower</p> <p>Borrower and relationship to the Manager and the Fund</p>	<p>Landen Dev No. 7 Pty Ltd ACN 650 069 855 as trustee for Landen Dev No. 7 Trust ABN 86 915 424 660 is a special purpose vehicle which was incorporated for the sole purpose of acquiring the Security Property and carrying out the Project.</p> <p>Landen Dev No. 7 Pty Ltd ACN 650 069 855 as trustee for Landen Dev No. 7 Trust ABN 86 915 424 660 currently has the following officeholders:</p> <ul style="list-style-type: none"> • Dimitrios Dionysatos; and • Rashed Panabig. <p>Dimitrios Dionysatos and Rashed Panabig are also directors of the Manager. Details regarding these directors are set out below.</p> <p>The shareholders and unitholders of Landen Dev No. 7 Pty Ltd ACN 650 069 855 as trustee for Landen Dev No. 7 Trust ABN 86 915 424 660 are currently as follows:</p> <ul style="list-style-type: none"> • Shareholders: <ul style="list-style-type: none"> - Dimitrios Dionysatos; and - Rashed Panabig; • Unitholders: <ul style="list-style-type: none"> - Blaouza Property Pty Ltd ACN 650 957 930 as trustee of Blaouza Property Trust ABN 49 129 239 460 – the shares in this entity are held by and the named beneficiary is Stuart Kenneth Bennett; and - Allden Pty Ltd ACN 649 661 558 as trustee of Allden Unit Trust ABN 98 611 468 336 – the shares and units in this entity are held by: <ul style="list-style-type: none"> ◦ JD’s Family Investments Pty Ltd ACN 614 729 725 (wholly owned by Dimitrios Dionysatos) as trustee for JD’s Family Trust; ◦ Panabig Holdings Pty Ltd ACN 638 726 217 (wholly owned by Rashed Panabig) as trustee for RP Asset Trust; ◦ Feng & Chen Family Pty Ltd ACN 614 729 396 (wholly owned by Ling Feng) as trustee for Feng & Chen Family Trust. <p>The shareholders of the Manager are currently as follows:</p> <ul style="list-style-type: none"> • Dimitrios Dionysatos • Rashed Panabig <p>Landen Dev No. 7 Pty Ltd ACN 650 069 855 as trustee for Landen Dev No. 7 Trust ABN 86 915 424 660 and the Manager have common interested parties, in particular the officeholders of the Borrower are the officeholders and shareholders of the Manager.</p>
<p>Directors and experience of the Borrower</p>	<p>Jim Dionysatos, Director</p> <p>Jim has worked in property development and financial services for over 20 years and has held advisory roles with some of Australia’s largest property development companies. Jim is passionate about creating wealth for Landen’s customers and stakeholders. Jim is responsible for driving the company’s mandate of being the best, most respected, trusted and recognised Australian property business.</p> <p>Rashed Panabig, Director</p> <p>Rashed has over 20 years of property development experience and is a director and co-founder of Landen Property Group, responsible for the strategic direction and growth of the business.</p> <p>Rashed is committed to leading a purpose-driven organisation that is motivated to create value for its customers and stakeholders, while remaining outcome-focused.</p>



Key features	Description
Loan Investment referable to the Tranche One Fairway Units	
Loan Amount	<p>Maximum facility of \$9,500,000.00 to be advanced in two separate tranches subject to notice from the Lender that the funds for the relevant Tranche are available:</p> <ol style="list-style-type: none"> 1. Tranche One Facility Amount - \$3,000,000.00 to be advanced as a single sum; and 2. Tranche Two Facility Amount - \$6,500,000.00 to be advanced in multiple tranches based upon availability as notified by the Lender. <p>The Fairway Tranche One Units are intended to facilitate the advance of the Tranche One Facility Amount.</p>
Loan Term	<p>An initial term of 24 calendar months from the date of the Initial Drawdown Date from the Tranche One Facility Amount with a potential extension of up to 3 months at the discretion of the Lender.</p>
Purpose of Tranche One	<p>To fund, in order of application:</p> <ol style="list-style-type: none"> 1. refinancing the Borrower's existing senior financial indebtedness at the date the Finance Documents is entered into; 2. payment of costs associated with entering into the loan arrangement with the Lender; and 3. costs of undertaking the Project.
Purpose of Tranche Two	<p>To fund, in order of application:</p> <ol style="list-style-type: none"> 1. repayment of the Borrower's financial indebtedness to junior lender in place at the date the Finance Documents is entered into; 2. costs of undertaking the Project.
Loan to Value Ratio	<p>The Loan has been offered following an assessment of the Borrower against Landen's lending criteria and credit requirements to determine repayment capacity. Based upon these assessments, financial covenants have been agreed with the Borrower such that all amounts owed by the Borrower to its lenders must not exceed:</p> <ul style="list-style-type: none"> • 80% of the "as is" value of the Security Property where the Borrower has not received a development approval for the Project (Land LVR); and • 80% of the "as if complete" value of the Security Property where the Borrower has received a development approval for the Project. <p>As at the date of this Supplementary IM:</p> <ul style="list-style-type: none"> • the LVR for the proposed Loan is 68.87% of the "as is" value of the Property, assuming that both the Tranche One Facility Amount and the Tranche Two Facility Amount are advanced and the funds effectively repay the senior and junior lending of the Borrower; • upon the advance of the Tranche One Facility Amount, the estimated LVR is 68.14% of the "as is" value of the Property, assuming the funds repay the senior lending of the Borrower and the junior lending remains.
Interest Rate	<p>9.25% per annum provided that the Borrower makes payment of all amounts by the required date, otherwise 11.25% per annum.</p>

Key features	Description
Other Fees	<p>The Borrower is required pay to the Lender a line fee (Line Fee) calculated as follows:</p> <ol style="list-style-type: none"> 1. in arrears at the rate of 9.25% per annum on the Tranche One Facility Amount accruing on and from the date of this Agreement until the earlier of: <ol style="list-style-type: none"> (a) the date the Lender provides an advance of the Tranche One Facility Amount; and (b) the Tranche One Facility Amount being cancelled by notice from the Lender where the Borrower does not drawdown on this amount prior to the last day of the Tranche One Availability Period; and 2. in arrears at the rate of 9.25% per annum on the aggregate amount of the Tranche Two Facility Amount that the Lender has advise the Borrower is available for advance (which has not been advanced or cancelled by the Lender) accruing on and from the date the Lender provides the first notice that any part of the Tranche Two Facility Amount is available until the earlier of: <ol style="list-style-type: none"> (a) the date the Lender has advanced the entire Tranche Two Facility Amount (other than any part that has been cancelled by the Lender); and (b) the date that: <ol style="list-style-type: none"> (i) the Borrower has received availability notice for the entirety of the Tranche Two Facility Amount; and (ii) the Lender there is no further amount of the Tranche Two Facility Amount available for advance. <p>The Line Fee is payable on the first Business Day of each month or as otherwise agreed between the Borrower and the Lender.</p> <p>Landen Property Group Pty Ltd ACN 642 578 498 (Landen Property Group), an entity with common interested parties to the Borrower, has guaranteed the due and punctual payment of the Line Fee.</p>
Collateral/ Security	<p>The Borrower will grant:</p> <ul style="list-style-type: none"> • a registrable mortgage over the Security Property with first ranking priority; and • a general security interest over all of its present and after acquired property with first ranking priority. <p>In order to ensure that the securities have the required priority, the following conditions (amongst others) are required to be satisfied on or before any part of the Loan is advanced:</p> <ul style="list-style-type: none"> • the Borrower must ensure that the current senior financier’s securities are released; and • the Lender being satisfied that a priority agreement has been entered into on acceptable terms to confirm the Lender’s first ranking priority between the Borrower, the current junior financier and the Lender. <p>On or before the entire Tranche Two Facility Amount (except any part cancelled by the Lender) is advanced the Borrower will be required repay all amounts owing to the junior financier and to procure the release of the securities held by the junior financier.</p> <p>The Finance Documents will prohibit the Borrower providing any further security over its assets including the Security Property, other than the permitted securities, without the prior consent of the Lender. The Lender has agreed not to unreasonably withhold consent to the Borrower procuring further funding for construction costs of the Project and providing security for such, provided the existing junior financier has been repaid and the securities over the assets of the Borrower held by the junior financier released, the construction funding is on terms acceptable to the Lender and the Lender’s security retains first ranking priority.</p>



Key features	Description
How do I invest in this Offer	
Investing	See Section 3 and the Application Form in respect of this Supplementary IM for more details on how to invest.

1. Investment Details

1.1 Loan Attributes

The Fund's investment is an indirect exposure to the Loan by holding units in Keyland Sub Trust - Fairway which, by way of the Finance Documents entered into by the Keyland Sub Trust – Fairway, lends funds to the Borrower. The Finance Documents set out the terms on which funds are advanced and the rights and obligations of the parties.

The Finance Documents includes key matters such as:

- (a) the conditions precedent (and subsequent) to the advances being made to the Borrower;
- (b) undertakings by the Borrower to the Lender;
- (c) representations and warranties by the Borrower; and
- (d) operational restrictions of the Borrower.

Key conditions precedent required before the Tranche One Facility Amount will be available to be advanced under the Finance Documents include:

- (a) the grant of a registrable first ranking mortgage over the Security Property owned by the Borrower and a general security interest over the assets of the Borrower in favour of the trustee of the Keyland Sub Trust - Fairway;
- (b) the repayment of any financial indebtedness to the current senior financier and the release of the current senior financier's securities; and
- (c) the Lender being satisfied that a priority agreement has been entered into on acceptable terms to confirm the Lender's first ranking priority between the Borrower, the current junior financier and the Lender
- (d) satisfactory due diligence enquiries by the Manager on behalf of the trustee of the Keyland Sub Trust - Fairway, including:
 - (i) confirmation of a satisfactory valuation of the Security Property;
 - (ii) confirmation of the status of the development approvals required to carry out the Project;
 - (iii) satisfactory feasibility and budget reports;
 - (iv) satisfactory financial statements of the Borrower and guarantors;

The advance of the Tranche Two Facility Amount is subject to similar conditions precedent as the Tranche One Facility Amount except that it will:

- (a) not be advanced until the Tranche One Facility Amount has been advanced;
- (b) be advanced in tranches cased on availability (through raising sufficient funds through investments).

On or before the entirety of the Tranche One Facility Amount (other than any amounts cancelled by the Lender) have been advanced, the Borrower will be required repay all amounts owing to the junior financier and to procure the release of the securities held by the junior financier.

The Borrower must not, without the prior consent of the trustee of the Keyland Sub Trust – Fairway:

- (a) make any distributions, dividend payouts or repayment of any shareholders loans;
- (b) have any financial indebtedness other than:
 - (i) the Loan;
 - (ii) funding from the junior financier of approximately \$6,400,000.00 (plus any accrued but unpaid interest and fees under this arrangement);
 - (iii) the loan from a potential construction financier which is approved by the Lender;
- (c) create any security over or sell any of its assets, in particular the Security Property, other than the permitted securities;
- (d) vary any agreement that the trustee of the Keyland Sub Trust - Fairway might consider material, having regard to the nature of the business, assets and operations of the Borrower and the guarantors.

The Loan is to be made on the following basis:

Lender	Landen WFM Pty Ltd (ACN 672 287 428) as trustee for the Keyland Sub Trust – Fairway
Borrower	Landen Dev No. 7 Pty Ltd ACN 650 069 855 as trustee for Landen Dev No. 7 Trust ABN 86 915 424 660
Guarantor	Dimitrios Dionysatos and Rashed Panabig, jointly and severally have guaranteed the Borrower’s due and punctual performance of all the obligations under the Finance Documents. Landen Property Group Pty Ltd ACN 642 578 498 has provided a limited guarantee of the due and punctual payment of the Line Fee.
Security	Mortgage granted by the Borrower over the Security Property and general security over the Borrower’s present and after acquired property with first ranking priority.
Address of security property	52-60 Fairway Drive, Norwest NSW 2153, being Lot 11 in Deposited Plan 1285723 and Lot 11 in Deposited Plan 1198944
Total possible advance amount	Maximum facility of \$9,500,000.00 to be advanced in tranches subject to notice from the Lender that the funds for the relevant Tranche are available: 1. Tranche One Facility Amount - \$3,000,000.00 to be advanced as a single sum; and 2. Tranche Two Facility Amount - \$6,500,000.00 to be advanced in multiple tranches based upon availability as notified by the Lender.
Valuation details	The Loan has been offered following an assessment of the Borrower against Landen’s lending criteria and credit requirements to determine repayment capacity. Based upon these assessments, financial covenants have been agreed with the Borrower such that all amounts owed by the Borrower to its lenders must not exceed: <ul style="list-style-type: none"> • 80% of the “as is” value of the Security Property where the Borrower has not received a development approval for the Project (Land LVR); and • 80% of the “as if complete” value of the Security Property where the Borrower has received a development approval for the Project. <p>The Manager has obtained a valuation report dated 20 July 2024 which suggests that the Security Property has an “as is” market value of \$13,794,000.00.</p>
Loan referral fees payable	There are no referral fees payable for this loan.



1.2 Details of the Property

Overview

The subject site comprises of 8,360 square metres of land located at 52-60 Fairway Drive, Norwest NSW 2153, legally described as Lot 11 in Deposited Plan 1285723 and Lot 11 in Deposited Plan 1198944.

Located within the suburb of Norwest, approximately 35 km north-west of the Sydney central business district.

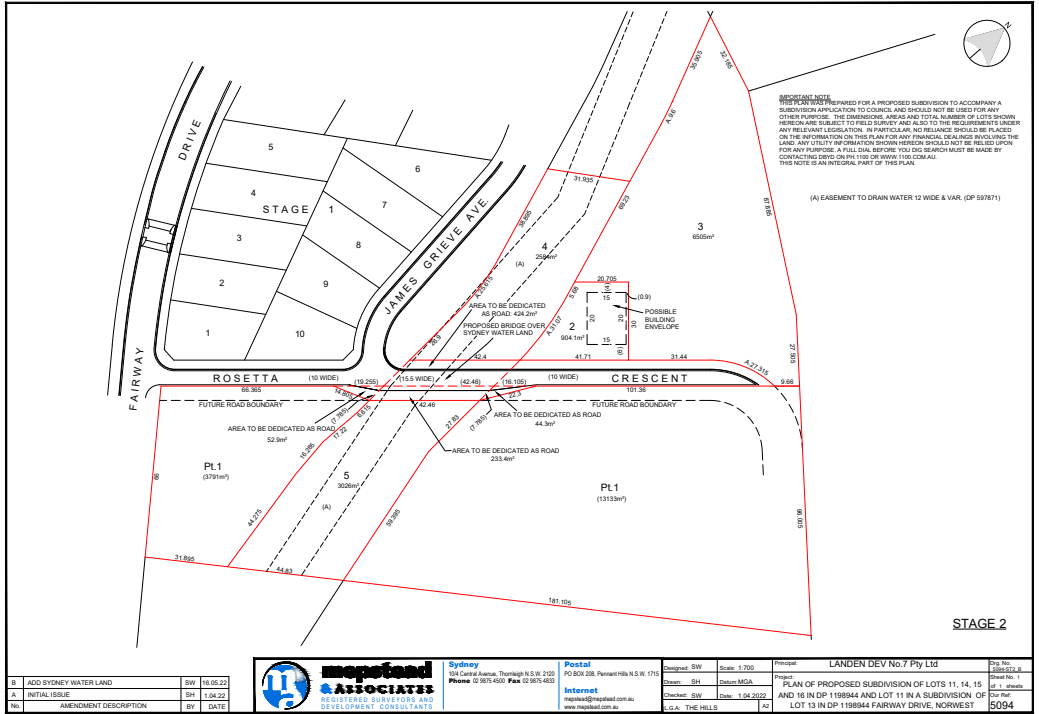
The Property is located between the Castle Hill Country Club and Bella Vista Public School.

One of the highest-performing priority growth areas in NSW, the north-west continues to be a leader in providing Sydney new housing, employment, education, infrastructure and lifestyle.

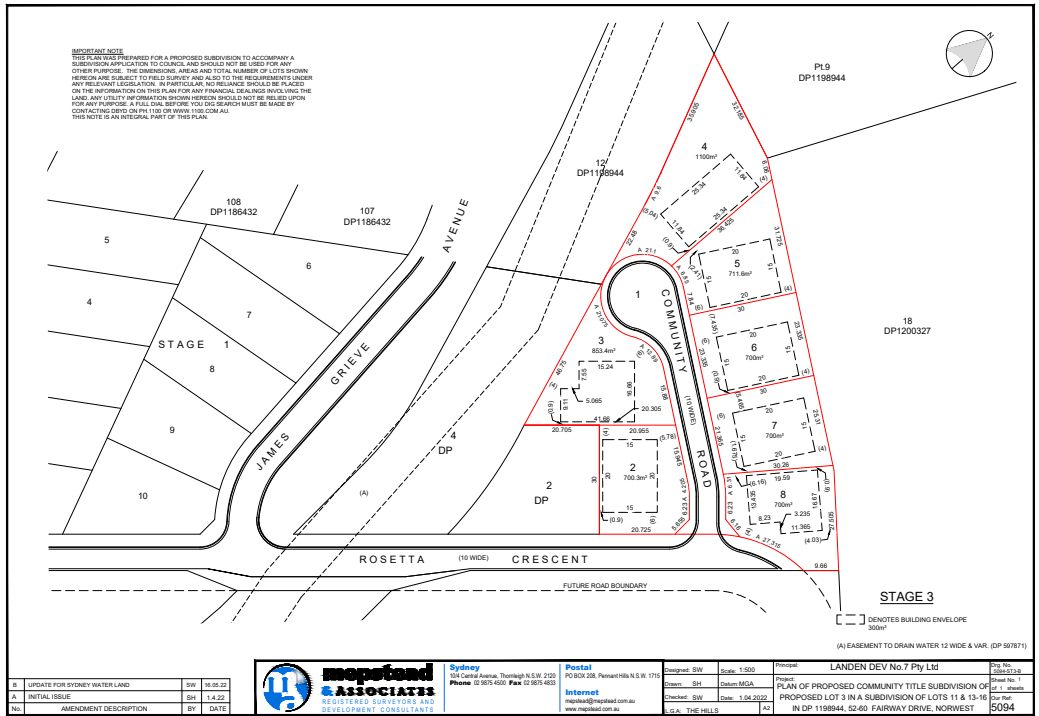


1.3 Details of the Project

A development application (23/2025/ZD) for subdivision works including clearing, earthworks, roadworks, and drainage has been lodged with the Hills Shire Council. The Project will be delivered in a single stage however created through two successive plans of subdivision. The first subdivision will create one freehold lot and a balance lot (Lot 3) to be further subdivided as follows:



The second subdivision is intended to further subdivide the newly created Lot 3 into 7 community title lots and the associated community road.



The allotments proposed to be developed range from 700 sqm to 1,100 sqm.

1.4 Indicative Project Timing

Based on the likely time frame for engineering/plan approvals, it is currently anticipated that the construction works for the Project will commence in November 25 and complete in July 26 with the lots to be registered by November 26.

Provided the key assumptions made by the Borrower hold true then the anticipated timing for the carrying out of the Project is expected to be as follows:

Project Progress Points	Indicative Dates*
Development Approval for Project received	July 2025
Construction Finance Obtained	November 2025
Commencement of Project Works	November 2025
Completion of Project Works	July 2026
Registration of Project Works	November 2026
Settlement of sale of lots created through the Project	November & December 2026

* Dates indicative only and subject to change

There is no guarantee that the dates noted above will be met and delays may be experienced with the timing of the Project and the sales of the lots created. Any financial performance or returns which may be generated by the Project to be used in repaying the Loan are not guarantee and an investment in Tranche One Fairway Units is considered a speculative investment.

2. Risk Factors

2.1 General Risks

All investments involve some risk and may decline as well as increase in value.

Details of the general risks relating to an investment in the Fund are set out in the IM dated 9 November 2023 which must be read in conjunction with this Supplementary IM.

2.2 Risks Specific to the Investment

An investment in the offer of Tranche One Fairway Units also involves specific risks relating to the Loan and the Project to be carried out by the Borrower. These risks are common in lending and property development and which can adversely affect the return on, or the value of the Fund and Tranche One Fairway Units.

By undertaking a process of due diligence, key risks are where possible identified and management strategies put in place. This reduces the risk in the investment but does not eliminate all risk. Some of the key risks, and potential mitigation strategies, are summarised below.

Before deciding whether to subscribe for Tranche One Fairway Units, you should carefully consider the principal risks to which you are exposed and whether the purchase of the Tranche One Fairway Units is a suitable investment for you and, if necessary, seek advice on the matters contained in this Supplementary IM and the IM from a financial adviser and/or tax adviser.

NOT ADVICE

The issuing of a Supplementary IM to you does not comprise financial advice. We recommend that you obtain professional financial advice prior to making an investment, or accepting any invitation to invest, in the Fund.

(a) Conflict of Interest and Related Parties Risk

A number of related parties are providing services to the Project and the Fund and are receiving benefit for their involvement in the arrangement and the Borrower is an entity which is related to the Manager, creating a potential for conflicts of interest.

If these are not properly dealt with, a conflicted decision may impact the security of the Finance Documents and potential increase the risk of the Borrower not meeting its payment or other obligations.

In order to mitigate the impact of these risks:

- (i) The Manager has a conflict of interest policy and related party transaction policy for dealing with conflicts of interest which must be complied with.
- (ii) Should an event of default arise under the Finance Documents and the Borrower does not remedy, the trustee of the Keyland Sub Trust - Fairway will and is required to take action against the Borrower.
- (iii) the trustee of the Keyland Sub Trust - Fairway and its directors have a duty to place the interests of its sole unitholder (the Fund) above their own interests where there is a conflict.
- (iv) the Manager is obliged in the Investment Management Agreement to put the interests of the Fund above its own interest where there is a conflict.
- (v) The Manager and the trustee of the Keyland Sub Trust - Fairway will keep the Fund informed of the actions being taken.



(b) Finance Risk

There is a risk that the Borrower may not be able to repay the junior financier by the required due date or source the further financing required to fund the completion of the Project.

A failure to repay the junior financier by the required date, obtain appropriate finance or a delay in receiving this funding may have an adverse impact on the Project being able to be undertaken, its returns and ultimately the returns to the investor.

In an endeavour to mitigate this risk the Manager has or will review and assess:

- (i) the terms of the current junior finance arrangements and the terms of the priority arrangements prior to advancing any amount;
- (ii) the proposed construction financier, including the funding term sheet which has been issued to the Borrower;
- (iii) the ability of the Borrower to satisfy any conditions precedent detailed in the construction financier's term sheet to receive construction funding;
- (iv) that the proposed terms of the construction finance will allow the Borrower to comply with its obligations under the Finance Documents;
- (v) that the Borrower and its directors are experienced in managing the delivery of developments such as the Project and had dealings with a similar structure or with similar financiers on previous projects.

(c) Counterparty Risk

There are risks associated with counterparties fulfilling their obligations including the potential for the Borrower not meeting its payment obligations under the Loan, which would impact the return available to investors.

To mitigate this risk:

- (i) the trustee of the Keyland Sub Trust - Fairway with the assistance of the Manager will closely monitor the progress of the Project.
- (ii) the financial position and credit history of the Borrower and that of the directors guaranteeing the Borrower's obligations has been carefully assessed as part of the loan approval process to minimise the risk of insufficient recourse being available should the Borrower default.
- (iii) the Manager has assessed whether the Borrower and its directors are experienced in managing the delivery of developments such as the Project.
- (iv) the maximum loan to value ratio under the Project will be 80% of the 'as if complete' value of the Security Property which is designed to provide downside protection against a fall in the value of the Project in the event of a default by the Borrower.

(d) Sale and Leasing Risk

The price achieved for the sale or lease of the commercial allotments intended to be developed through the Project may be insufficient to deliver the interest payable and repayment of the Loan or for the Borrower to secure a refinance sufficient for repayment of the Loan and interest.

There is also a risk that if the lots in the Project are sold or leased that the buyers and tenants do not comply with the terms of their contracts. There are also potential risks associated with the validity and enforceability of the sales contracts and leases and satisfying foreign investment laws and regulations.

Any sales and marketing to foreign investment buyers is considered to be a higher settlement risk than to domestic owner occupiers due to the lending criteria applied to different categories of buyers.

Issues with the sales or leasing arrangements may adversely impact the Borrower's ability to make payments of interest or repay the Loan or secure a refinance of the Project sufficient to make payments of interest or repay the Loan.

In order to mitigate these risks, the Manager:

- (i) has reviewed the marketing strategy for the sale and/or lease of allotments intended to be created from the Project;
- (ii) will closely monitor the Borrower's progress in obtaining sales and leases for the lots in the Project;

(iii) As part of the loan assessment process, the Manager has reviewed and assessed the Borrower's:

(A) track record in successfully selling and leasing premises of this nature;

(B) creditworthiness;

(C) buyer and tenant selection criteria;

(D) proposed leasing terms and conditions,

(E) to assess the risks associated with the likely sale and leasing arrangements and the impact this may have on the Borrower's ability to repay or refinance.

(e) Rectification Risk

There are risks associated with defects in the Project requiring rectification which may prove costly.

Should the Project costs increase this may impact the ability of the Borrower to make the required payments to the Lender and ultimately impact the returns to the investors.

The Manager intends to mitigate these risks by ensuring that:

(i) the approved form of the building contract places the obligations for rectification on the builder; and

(ii) the builder has provided security to the Borrower which may be called upon should the builder fail to comply with its obligations.

No guarantee

There is no guarantee of the repayment of capital or income to any investors. There is a risk that you may lose some or all of the funds that you invest.

2.3 Withdrawals and Liquidity

Withdrawals of units offered under this Supplementary IM are not permitted from the Fund during the term of the Finance Documents.

2.4 Income Tax

The Fund may declare distributions to investors such that investors will be presently entitled to taxable income of the Fund for each financial year.

This means that an investor's share of the taxable income of the Fund to which the investor is entitled for that financial year will form part of their assessable income, even if the actual payment is not received by the investor until some later time.

2.5 Conflict of Interests and Related Party Transactions

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

The trustee of the Fund is a related party of the trustee of Keyland Sub Trust – Fairway (Sub Fund Trustee) and the Manager is a related party of the Trustee. Any arrangements between the Trustee and the Sub Fund Trustee and those with the Manager will be managed in accordance with the Corporations Act, the Constitution, ASIC policy, their respective conflicts of interest policies, and the law.

The contractual arrangements between the Trustee and the Manager are considered to be on commercial and on arms' length terms.



The Trustee has appointed an associated company, Landen Funds Services Pty Ltd ACN 672 289 066, as the Fund's administrator for fund accounting services and as registry provider for registry services in respect of the Fund. Each agreement continues until terminated by either party or as otherwise provided under the relevant agreement.

The Trustee may from time to time enter into other transactions with other related entities. All transactions will be effected at market rates or at no charge, and in accordance with the Corporations Act.

The Borrower and the Manager are "related parties" for the purposes of this Supplementary IM. Specifically, the Manager and the Borrower have common interested parties, in particular the officeholders of the Borrower are the officeholders and shareholders of the Manager.

The Trustee and the Manager have policies on proposed or potential conflicts of interest and related party transactions to ensure that any actual or potential conflicts of interest are identified and appropriately dealt with. Copies of the Manager's policy on conflicts of interest and related party transactions are available on request.

The policy of the Manager on conflicts of interest and related party transactions can be summarised as follows:

- (a) directors, responsible managers, authorised representatives and employees who become aware of an actual, apparent or potential conflict of interest are required to report that conflict to Landen's Head of Funds Management;
- (b) conflicts of interests will be recorded on a register;
- (c) the Manager will assess and evaluate all actual, apparent or potential conflict and determine whether it can be controlled, requires disclosure or should be avoided;
- (d) the Manager will consider all conflicts and take such steps required in response to the conflict of interest, including, the possible appointment of an advisory committee to make a decision where the directors of the Investment Management and Landen's Head of Funds Management have a conflict;
- (e) where attempts to resolve a conflict are inadequate or where the conflict may have a serious potential impact on Landen or its clients, including the investors of the Fund, conflicts will be avoided;
- (f) the Manager will apply its related parties transaction policy where a transaction provides financial benefit to the Manager or a related party of the Manager by:
 - (i) the Fund or its sub funds, including this Keyland Sub Trust - Fairway; or
 - (ii) another related party of Landen;
- (g) if the Manager proposes to enter into, or procure the Fund or its sub funds, including this Keyland Sub Trust - Fairway to enter into a transaction with a related party of the Manager it must notify Landen's Head of Funds Management and a detailed report of the proposed transaction will be prepared;
- (h) the following aspects of all related parties transaction will be considered in determining whether to approve or reject the transaction:
 - (i) how the terms of the overall transaction compare with those of any comparable transactions on an arm's length basis;
 - (ii) the nature and content of the bargaining process;
 - (iii) the impact of the transaction on the Manager or the Fund or its sub funds, including this Keyland Sub Trust - Fairway;
 - (iv) any other options available; and
 - (v) any expert advice received;
- (i) the decision will be made by the board of the Manager unless the members of the board consider that, due to the nature of the relationship being considered, they cannot participate in any discussions or approval of the transaction, in which case Landen's Head of Funds Management will appoint an advisory committee comprised of 3 independent persons selected based on their specialist knowledge, experience and expertise in the particular transaction under review to make the decision;
- (j) typically, a related party transaction will be approved if it is on terms that would be reasonable in the circumstance if the parties were dealing at arm's length, or are on terms that are less favourable to the related party than these terms;

(k) in managing the investment portfolios of the Fund, the Manager will consider any actual, apparent or potential related party and conflict of interest issues and will ensure that in the event of a potential or perceived conflict of interest it will act in the best interests of the Fund.

Parties related to the Manager may invest in the Fund and the Fund may invest in related parties from time to time. Investor approval is not required for these arrangements and the transactions are made on commercial terms and conditions and on an arm's length basis.

We have not sought member approval to transact with the Borrower. The Manager has advised us and the trustee of this Keyland Sub Trust - Fairway that the intended terms of the Finance Documents have been benchmarked to market and it considers that these are in line with industry practice. On this basis, the directors of the Trustee and the directors of the trustee for the Keyland Sub Trust - Fairway are satisfied that the terms of the Finance Documents are on terms no less favourable than they would have been had the terms been negotiated between non-related entities dealing at arm's length.

Should the Borrower default under the Finance Documents and not remedy the default, the trustee of Keyland Sub Trust - Fairway will take action to recover the amounts owed. Both the Trustee and the trustee of the Keyland Sub Trust - Fairway have statutory duties to place the interests of their unitholders above their own interests where there is a conflict and investors will be kept informed of such actions.

3. How to Invest

3.1 Read all Relevant Materials and Seek Advice

You should read the important information about the Fund (the IM) and the Tranche One Fairway Units (this Supplementary IM), including how to apply, before deciding to invest. The material relating to how to apply may change between the time when you read the IM and this Supplementary IM (together Disclosure Documents) and the day when you acquire Tranche One Fairway Units.

Seek independent financial advice tailored to your own needs before making a decision about whether this investment is suitable to your financial situation and needs, and consider all the information set out in the Disclosure Documents.

3.2 Unit Price

The Fairway Unit price is the price at which Tranche One Fairway Units are issued and redeemed (and before the application of any buy/sell spread (if applicable)).

Unit pricing will be undertaken on a monthly basis on each month end that is a Business Day in Sydney (Unit Pricing Day) and will be determined by dividing the net asset value of the Tranche One Fairway Units by the number of Tranche One Fairway Units in issue. Therefore, the Unit price will vary as the value of the Fund's assets referable to the Tranche One Fairway Units vary. The net asset value of the Fund referable to the Tranche One Fairway Units is the value of the Fund's assets referable to the Tranche One Fairway Units less the liabilities of the Fund referable to the Tranche One Fairway Units at the time it is calculated.

As at the date of this Supplementary IM no buy/sell spread is proposed.

The number of Tranche One Fairway Units issued to you when you make an investment will be calculated by dividing the amount you invest by the applicable application price.



3.3 Applications

An application for Tranche One Fairway Units may be made by completing an Application Form which can be found on the Fund's website.

The cut-off time for receiving direct applications is 2 pm (Sydney time) on each Unit Pricing Day.

Completed applications received and accepted by the Trustee before the cut-off time will be processed using the application price applicable for that month. Completed applications received and accepted by Trustee after this time will be taken to have been received before the cut-off time for the next Unit Pricing Day and will be processed with effect from that day. Failure to provide information required or cleared funds, may delay the processing of your application.

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

Applications will not be considered received and accepted by Trustee for processing until all valid documentation and cleared funds for your investment are received. Applications will be processed using the Fairway Unit price that applies on the Unit Pricing Day after the correct documentation is received. Interest will not be paid on your application money and will not form part of the assets of the Class or the Fund. Instead, interest earned on application money will be retained by the Trustee.

The Application Form includes details on how it should be completed and how you should pay your application money, including where to lodge the Application Form and any relevant documentation. Please ensure you follow the instructions carefully. They are available from the website or by contacting us. Any questions on how to complete the form, should be directed to the contacts identified in the relevant form.

An application is not considered complete until the registry provider has received the application money in cleared funds, a completed application form and all information referred to in that application form. Failure to provide a completed application may delay the processing of your application.

3.4 Minimum Investment

The minimum initial investment amount is \$500,000. The minimum additional investment amount is multiples of \$10,000. However, we may accept lesser application amounts at our discretion.

We may decline to extend, or may withdraw, an invitation to invest in the Fund at any time. The Trustee reserves the right to accept or reject any applications in its absolute discretion.

3.5 Cooling Off

The Fund is illiquid accordingly, there is no cooling off period in respect of your investment in the Tranche One Fairway Units.

3.6 Privacy and Collection

The IM provides details in section 8 with regards to the collection of your personal information.

A copy of our privacy policy is available on our website at www.landend.com.au and a paper copy may be sent to you free of charge if you request it.

4. Important Information

The interests in the Fund offered under this Supplementary IM and the Fund's IM are offered by Keyland Capital Pty Ltd ACN 619 383 827 the holder of AFS Licence number 501045 (**Trustee, we or us**) which is the trustee of Keyland Wholesale Master Fund (**Fund**).

This Supplementary IM must be read in conjunction with the IM. This Supplementary IM details the specific investment terms of the Tranche One Fairway Units.

No Guarantee

An investment in the Fund, including through the issue of the class of units to be known as Tranche One Fairway Units offered under the IM and this Supplementary IM, is not guaranteed or otherwise supported by the Manager or the Trustee. You should consider this when assessing the suitability of the investment and particular aspects of risk.

This Supplementary IM contains important information, but it does not take into account your investment objectives, financial situation or particular needs. Before making any decision based upon information contained in this Supplementary IM, you should read it, and the IM carefully in their entirety, and consider consulting with a financial adviser and/or tax adviser.

Goods and Services Tax and Currency

Fees and charges set out in the IM and this Supplementary IM, unless otherwise stated, are inclusive of goods and services tax (GST) less input tax credits (including approximate reduced input tax credits) that the Fund is entitled to claim.

All dollar amounts referred to in the IM and this Supplementary IM are in reference to the Australian currency.

Jurisdictions Outside of Australia

The IM and this Supplementary IM have been prepared to comply with the requirements of the laws of Australia. No interests are offered to any person whose registered address is outside of Australia unless the Trustee is satisfied that it would be lawful to make such an offer.

The distribution of the IM and this Supplementary IM in jurisdictions outside of Australia may be restricted by law and persons who come into possession of these documents should seek their own advice on and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable securities laws. Neither the IM nor this Supplementary IM constitute an offer or invitation in any place in which, or to any person to whom, it would not be lawful to make such an offer or invitation.

Availability of this Supplementary IM and IM

This Supplementary IM and the IM are available in electronic format, by contacting funds@landen.com.au. If you receive it electronically, please ensure that you have received the entire IM and relevant Supplementary IM. If you are unsure whether the electronic document you have received is complete, please contact us.

Updates to this Supplementary IM

Information in this Supplementary IM which is not materially adverse information that is subject to change from time to time, may be updated via the investor portal.

No application for Tranche One Fairway Units will be accepted on the basis of this document and the IM once it is replaced with a later IM or Supplementary IM for this particular investment.





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