DomaCom

FRACTIONAL PROPERTY INVESTING

DomaCom Fund
Product Disclosure Statement

1 July 2017

ARSN 167 020 626

Responsible Entity
Perpetual Trust Services Limited
ABN 48 000 142 049
AFSL No. 236648

Investment Manager
DomaCom Australia Limited
ABN 33 153 951 770
AFSL No. 444365

Important Notice & Disclaimer

This Product Disclosure Statement (PDS) is dated 1 July 2017 and has been issued by Perpetual Trust Services Limited ABN 48 000 142 049 AFSL No. 236648 as the responsible entity (Responsible Entity) of the DomaCom Fund ARSN 167 020 626 (DomaCom Fund). This PDS relates to the offer (Offer) of interests in the DomaCom Fund consisting of interests in the cash pool (Cash Pool) and units (Units) in Sub-Funds to be established in the DomaCom Fund. DomaCom Australia Ltd ABN 33 153 951 770 AFSL No. 444365 (DomaCom) is the Investment Manager and Fund Administrator for the DomaCom Fund. This PDS is not required to be, and has not been, lodged with the Australian Securities and Investments Commission (ASIC). A Supplementary PDS will be issued with details in respect of each Underlying Property.

In preparing this PDS and making the Offer, the Responsible Entity has not taken into account the investment objectives, financial situation or particular needs of individual Investors. Investors should obtain their own independent advice and consider the appropriateness of the Offer having regard to their objectives, financial situation and needs. It is important that Investors read the entire PDS before making any investment in the DomaCom Fund. In particular, in considering the prospects of the DomaCom Fund, Investors should consider the risk factors that could affect the financial performance of the DomaCom Fund. The significant risk factors affecting the DomaCom Fund are summarised in the section 8 of this PDS.

No person is authorised to give any information or to make any representation in connection with the Offer which is not contained in this PDS. Any information or representation not contained in this PDS may not be relied on as having been authorised by the Responsible Entity in connection with the Offer or the DomaCom Fund.

An investment in the DomaCom Fund does not represent a deposit with or a liability of the Responsible Entity or DomaCom. An investment in the DomaCom Fund is subject to investment risk, including possible delays in repayment and loss of income or capital invested.

None of the Responsible Entity, DomaCom or any of their directors, advisers, agents or associates in any way guarantee the performance of the DomaCom Fund, any return of capital or any particular rate of return on an investment in the DomaCom Fund and, to the maximum extent permitted by law, they each deny liability for any loss or damage suffered by any person investing in the DomaCom Fund. Investors should note that the DomaCom Fund includes a number of Sub-Funds. The assets of one Sub-Fund are not available to satisfy liabilities in another Sub-Fund.

This PDS is available in electronic format at the DomaCom Website. If Investors receive this PDS electronically, Investors should ensure that they have received the complete Application Form and this PDS. If Investors are unsure whether the electronic document is complete, Investors should contact the Responsible Entity or DomaCom. A printed copy is available free of charge. Unless otherwise determined by the Responsible Entity, interests in the DomaCom Fund to which this PDS relates will only be issued on receipt of an Application Form.

The Responsible Entity authorises the use of this PDS as disclosure to clients and prospective clients of an Investor Directed Portfolio Service (IDPS), IDPS–like service such as a master trust or wrap account or nominee and custody service.

If Investors invest in the DomaCom Fund through an IDPS, IDPS-like service or nominee and custody service, Investors should note that the operator or custodian of the service will be recorded in the register as the Cash Holder and/or Unit Holder in the DomaCom Fund and will have the rights attaching to the Cash Pool and/or Units in the DomaCom Fund. DomaCom is not responsible for the operation of any of these services through which Investors invest. Therefore, certain rights of Cash Holders and Unit Holders will not apply to Investors if Investors are investing through any of these services, such as the right to receive reports and statements from the Responsible Entity, the right to attend meetings, and the right to make a complaint to the Responsible Entity. If Investors invest through an IDPS, IDPS–like service or nominee and custody service, Investors should also take into account the fees and charges of the operator of the service.

In addition to reading this PDS, Investors should also read the document which explains the relevant IDPS or IDPS–like service.

Unless otherwise indicated, all fees set out in this PDS are inclusive of GST less any input tax credits and all dollar amounts refer to Australian Dollars (AUD).

ASIC Class Order [CO 14/1252] Compilation No.2 applies to this PDS.

Selling restrictions – Offers made in Australia

This Offer is open only to persons in Australia receiving this PDS, whether in paper or electronic form. This PDS does not constitute an offer or invitation in any other place. No action has been taken to register or qualify the Offer or otherwise to permit a public offering of interests in the DomaCom Fund in any jurisdiction outside Australia. Accordingly, the distribution of this PDS in jurisdictions outside Australia is limited and may be restricted by law. Persons holding copies of this PDS who are not in Australia should familiarise themselves with and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of securities law.

Currency of Information

This PDS is current as at 1 July 2017. Information in this document is subject to change from time to time. If the change is not materially adverse to Investors, the Responsible Entity may update the PDS by posting a notice on the DomaCom Website. The Responsible Entity will provide at no charge a paper copy of the updated information on request. If there is a change that is materially adverse, the Responsible Entity will replace this PDS or issue a Supplementary PDS.

Table of Contents

1	Letter from the Investment Manager	1
2	Overview of the DomaCom Fund	3
3	About the DomaCom Fund	11
3.1	Investment overview	11
3.2	Which investors are suited to the DomaCom Fund?	11
3.3	How is a Sub-Fund established?	12
3.4	Reporting	13
3.5	ASIC Regulatory Guide 46	14
4	Management of the DomaCom Fund	17
4.1	The Responsible Entity	17
4.2	The Investment Manager	17
4.3	The Custodian	18
4.4	The Administrator	19
5	What can I expect as an Investor in the Cash Pool?	20
5.1	Interest paid on funds in the Cash Pool	20
5.2	Withdrawing funds from the Cash Account	20
5.3	Identifying opportunities in the Sub-Funds	21
6	What can I expect as a Unit Holder in a Sub-Fund?	22
6.1	What is the process for investing in a Sub-Fund and how are Investors informed of the available Underlying Properties?	22
6.2	Is an Investor in a Sub-Fund a direct investor in the Underlying Property?	22
6.3	Tenants and rental income	23
6.4	Distributions	23
6.5	Unit Pricing	24
6.6	What happens if the tenant can't or won't pay their rent?	24
6.7	Property Management and Maintenance	25
6.8	Withdrawal from a Sub-Fund	26
6.9	Extension of the term of a Sub-Fund	27
6.10	Borrowing by a Sub-Fund	28
7	The Benefits of Investing in the DomaCom Fund Explained	29
7.1	Distributions	29
7.2	Capital Growth and Diversification	29
7.3	Asset Allocation	29
7.4	Property Sector Diversification and Control	29
7.5	Improved Access	30
7.6	Transparency	30
7.7	Borrowing	30
7.8	Looking Forward - Improved Liquidity	31
7.9	Additional Features	31
8	Risks of investing in the DomaCom Fund Explained	32
8.1	What is risk?	32
8.2	DomaCom Sub-Fund Specific Risks	32
8.3	DomaCom Fund Specific Risks	36
8.4	General Risks	38
9	Becoming an Investor - the Investment Process	39

10	Fees and Other Costs	45
11	Taxation	56
11.1	Taxation of Managed Investment Schemes (MIS) Generally	56
11.2	Taxation of the DomaCom Fund	56
11.3	Taxation of Investors	59
11.4	Goods and Services Tax (GST)	60
11.5	Stamp duty	60
11.6	US Reporting under the Foreign Account Tax Compliance Act ("FATCA")	61
11.7	Common Reporting Standard	61
12	Additional Information	62
12.1	Material Contracts	62
12.2	Valuation Policy	70
12.3	Privacy	72
12.4	Anti-Money Laundering / Counter Terrorism Financing	72
12.5	Conflicts of Interest	73
12.6	Investments and social security	74
12.7	Labour Standards and environmental, social or ethical considerations	74
12.8	Cooling Off Periods	74
12.9	Dispute Resolution	74
12.10	Enquiries and Complaints	74
12.11	Consents	75
13	Glossary	76
14	Corporate Directory	81

1 Letter from the Investment Manager

Dear Investors,

DomaCom's aim is to provide investors with a new and exciting way to invest in Australian property.

Property as an investment class has always presented challenges for most investors.

The cost of making a direct property investment has been too high and beyond the means of many investors. This in turn forces many investors into a loan arrangement in order to fund the total Purchase Price of a single property.

In recent years, this challenge has to some extent been overcome through the availability of pooled managed investment property schemes which enable relatively small amounts to be invested in a property pool where the investment manager purchases properties on behalf of investors.

While this approach deals with the issue of large initial investments required for direct property investment, it has created other challenges for investors in the form of lost or diminished control over the investment decision.

Through the pooled property schemes, the decisions regarding the purchase of properties and the diversification of property investments within the pool are undertaken by the investment manager, not investors.

"This lack of control in the property investment and diversification decisions is what the DomaCom Fund seeks to resolve for investors."

The DomaCom Fund provides Investors with a unique opportunity to obtain exposure to specific property investments without having to either purchase a whole property or surrender investment decisions to an investment manager.

As a DomaCom Fund Investor, Investors have the opportunity to invest indirectly in specific properties that Investors have chosen themselves with relatively small investment amounts.
Through the DomaCom Fund Investors can build a diversified portfolio of small property investments with control over the investment and diversification decision.

An Investor can simulate an investment in a property of their choice by acquiring units in a Sub-Fund.

As with any investment, an investment in the DomaCom Fund carries risk. Some of the key risks include:

Cashing in an investment in a Sub-Fund

Investments in a Sub-Fund are illiquid. Currently an investment in a Sub-Fund can only be cashed out when the Sub-Fund is terminated. A Sub-Fund will generally have a term of 5 years (or a term that is otherwise specified in a Campaign and SPDS) from Settlement unless extended by an ordinary resolution of Unit Holders in that Sub-Fund or terminated earlier by the Responsible Entity giving 30 days' notice or by a resolution of Unit Holders in that Sub-Fund that hold at least 75% of all Units on issue in that Sub-Fund.

Loss of Funds
The value of an investment in a Sub-Fund will go up and down in accordance with the fluctuating value of the Underlying Property.

Make a Market
DomaCom intends to make a market in Units (that is, to regularly state prices at which it is willing to buy and sell Units). However, DomaCom does not otherwise guarantee that it will purchase a Unit Holder's Units if they wish to sell their Units or that DomaCom will be prepared to pay the price at which a Unit Holder wishes to sell their Units.

Market and Economic Risk
All investment returns are influenced by the performance of the market in which the underlying investments are exposed. These market forces will impact on the property market which in turn will affect the performance of an investment in the DomaCom Fund.

Limited operating history risk
The DomaCom Fund is a newly formed fund with limited operating history upon which Investors can evaluate its likely performance. Accordingly, there can be no assurance the DomaCom Fund will achieve any of an Investor's investment objectives.

Underlying Property may not be tenanted
There is a risk that an Underlying Property may not be tenanted (or fully tenanted) at the time of purchase or when a vacancy occurs. If the Underlying Property remains untenanted for an extended period of time and the costs are not able to be met by the Sub-Fund or a subsequent issue of Units, the Responsible Entity has a right to wind-up the Sub-Fund and sell the Underlying Property to settle the Sub-Fund's debts.

Reliance on platform technology
The DomaCom Fund relies on an online technology solution which is delivered by DomaCom to facilitate the transactions that are required to give effect to its unique investment model. If DomaCom ceases to provide this service or is removed as the investment manager, there may not be any alternative provider who can provide an adequate substitute technology system.

Borrowing risk
There are various risks associated with using a loan to assist in financing the acquisition of an Underlying Property, including increasing the effect of losses in respect of an investment, interest rate risk, and refinancing risk. In addition, the financier will be provided with an irrevocable proxy by investors in a Sub-Fund which will empower the financier to direct the Responsible Entity to wind up a Sub-Fund in the event that there is a default under the terms of the loan agreement with the financier.

Full details of the risks involved in investing in the DomaCom Fund are set out in section 8.

Arthur Naoumidis
CEO DomaCom

2 Overview of the DomaCom Fund

The table below provides a general overview of the DomaCom Fund only. Investors should read this PDS in full prior to making a decision to invest in the DomaCom Fund.

QUESTIONS	ANSWERS	FURTHER INFORMATION
What is the DomaCom Fund?	The DomaCom Fund is designed to simulate investment in direct property. The DomaCom Fund facilitates investment in a fractional interest in a property, being the Underlying Property held by a Sub-Fund. DomaCom will place the details for each property on the DomaCom Website and an Investor that wishes to invest in that property will be issued units in a Sub-Fund which will acquire and hold the Underlying Property on behalf of the Unit Holders, provided sufficient capital (including loan funds, if applicable) is raised to purchase that Underlying Property. In order to invest in a Sub-Fund an Investor must first open an account in the Cash Pool by depositing a minimum of $2,500. Once an Investor has chosen the property in which they wish to invest, they can participate in a Campaign to indicate their interest in investing in the identified property. If sufficient interest is generated and if DomaCom is subsequently successful in purchasing the property, a Sub-Fund is created and the Investor's funds are transferred from the Cash Pool to the Sub-Fund to acquire and hold the Underlying Property.	Section 3
How is the DomaCom Fund structured?	The DomaCom Fund is a registered Managed Investment Scheme. The Responsible Entity will issue interests in the Cash Pool to each Investor and numerous classes of units in relation to the acquisition of the Underlying Property. Each class of units is referred to as a "Sub-Fund" in this PDS. Each Sub-Fund will acquire a single Underlying Property on behalf of Investors in the Sub-Fund.	Section 3
Who is the responsible entity, investment manager and custodian for the DomaCom Fund?	Perpetual Trust Services Limited ABN 48 000 142 049 AFSL 236648 is the responsible entity (**Responsible Entity**), and issuer of interests in the DomaCom Fund. In this PDS, "we", "us" and "our" refer to the Responsible Entity. DomaCom Australia Ltd ABN 33 153 951 770 AFSL No. 444365 is the investment manager for the DomaCom Fund (**Investment Manager** or **DomaCom**) and is responsible for managing the DomaCom Fund. Perpetual Corporate Trust Limited ABN 99 000 341 533 is the custodian for the DomaCom Fund (**Custodian)** and is responsible for holding the assets of the DomaCom Fund as agent of the Responsible Entity. The Custodian provides custody services as an authorised representative of Perpetual Trustee Company Limited ABN 42 000 001 007 AFSL 236643 (authorised representative number 266799).	Section 4

QUESTIONS	ANSWERS	FURTHER INFORMATION
What is the Cash Pool?	The Cash Pool is required so that the Responsible Entity can be satisfied that an Investor's commitment to invest in a particular Sub-Fund is fully funded. The Cash Pool will be held in a trust account in the name of the Custodian (on behalf of the Responsible Entity), which will initially be held with ANZ and reviewed by the Responsible Entity periodically, taking into account Investors' best interests. In order to invest in the DomaCom Fund the amount of an Investor's investment must be deposited in the Cash Pool. An Investor cannot invest in a Sub-Fund unless the amount of their investment in the Sub-Fund has been deposited in the Cash Pool for a period of at least 14 days.	Section 5
Will interest be earned on the amount held in the Cash Pool?	Yes. Any funds that an Investor has invested in the Cash Pool will earn interest for Retail Clients equal to the ANZ Official Cash Rate plus 0.58% per annum (after payment of the Management Fee of 0.22% per annum) subject to variation from time to time (based on the rate offered by the bank with which the Cash Pool account is held). Wholesale Clients will be paid a slightly lower interest rate being the ANZ Official Cash Rate less the Management Fee of 0.22% per annum. Interest will be calculated on a daily basis and credited to an Investor's balance in the Cash Pool at the end of each month.	Section 5
How are properties listed on the DomaCom Website?	An Investor or real estate agent may request that DomaCom list a property on the DomaCom Website. The properties listed on the DomaCom Website will usually be listed through real estate agents.	Section 9
How does each Sub-Fund acquire an Underlying Property?	The Custodian (on behalf of the Responsible Entity) will enter into a Contract of Sale with the owner of the Underlying Property (referred to as a "Vendor" in this PDS), under which the Vendor will agree to sell to the Custodian (on behalf of the Responsible Entity) the Underlying Property in exchange for the payment of the Purchase Price by the Responsible Entity to the Vendor. The Custodian will then become the registered proprietor of the Underlying Property and hold the Underlying Property on behalf of the Responsible Entity and the relevant Sub-Fund.	Section 3.3
Can a Sub-Fund borrow to assist in the acquisition of a Property?	Yes, although only lenders pre-approved by DomaCom can lend to a Sub-Fund. A list of the approved lenders from time to time can be found on the DomaCom Website. The maximum leverage for a Sub-Fund will be 50% of the value of the Underlying Property and the minimum interest cover ratio is 1.00 times (including cash reserves).	Section 6.10

QUESTIONS	ANSWERS	FURTHER INFORMATION
What rights and obligations does the Responsible Entity have after an acquisition of Underlying Property?	The Custodian (on behalf of the Responsible Entity) is entitled to all of the benefits and obligations associated with being the registered proprietor of the Underlying Property, including receiving any rent from a tenant. The Custodian (at the direction of the RE and as its agent only) pays out the costs associated with the ownership of the Underlying Property (including finance costs, if applicable). These costs will be recovered from the Gross Income of the relevant Sub-Fund and if DomaCom considers necessary, from a provisional amount maintained for the Sub-Fund, or from the proceeds from the subsequent issue of new Units offered to Unit Holders (and if Unit Holders do not subscribe for all of the new Units then such Units will be offered to Investors for subscription). If the above are insufficient to meet such costs (e.g. if the subsequent issue of Units is not fully subscribed), then the Responsible Entity has the right to wind-up the Sub-Fund and sell the Underlying Property to settle the Sub-Funds debts. For more details see Section 6.6 and Section 10. The Custodian holds the Underlying Property only as the agent of the Responsible Entity and is indemnified by the Responsible Entity for any costs incurred by the Custodian in paying costs associated with the ownership of the Underlying Property.	Section 3.1
How does investing in a Sub-Fund differ from other forms of property investment?	Investing in a Sub-Fund allows an Investor to: • choose the Underlying Property in which they seek to invest; and • acquire a beneficial interest in the Underlying Property held by the Sub-Fund.	Sections 6 and 7
What is the process for investing in a Sub-Fund and how are Investors informed of the available Underlying Properties?	The details of each proposed Sub-Fund, including details of the relevant Underlying Property, will be set out in a Supplementary PDS issued for each Underlying Property with details in respect of each Underlying Property and published on the DomaCom Website. The process for selecting properties and creating Sub-Funds is summarised in the diagram on the next page.	

QUESTIONS	ANSWERS	FURTHER INFORMATION
	Investors - YOU • Seek advice • Complete an application form and deposit your initial funds into the DomaCom Cash Pool. • Search for property on the DomaCom Website that interests you. • Subscribe to the property on offer. Your subscription is conditional on all the interests on offer being taken up by Investors. **DomaCom** • Places a profile of the property on the DomaCom website which includes the indicative market data including median asking rent and other relevant details regarding the type and location of the property. • Values and inspects the Vendor's property once sufficient interest has been expressed by Investors. **DomaCom** • Proceeds to property acquisition after all interests on offer being taken up and pre-purchase inspections have been satisfactorily completed. **The Vendor & Custodian** • Contracts with Custodian to sell their property in return for a cash lump sum. **Settlement** • Once all the Settlement conditions are met, the Responsible Entity creates a Sub-Fund that represents the property interest on offer and then transfers your funds from the Cash Pool into the Sub-Fund. • Finally, the Responsible Entity will issue to you your Units in the Sub-Fund and transfer the relevant cash amount to the Vendor.	Section 9
Will distributions be paid?	Yes, Investors will receive distributions of interest on the balance in the Cash Pool and will also receive distributions based on any rent (less fees and costs) paid by any tenant of the Underlying Property.	Section 6.3
Can an Investor withdraw their investment in the DomaCom Fund?	Cash Pool Money held in the Cash Pool and not quarantined for investment in a Sub-Fund can usually be withdrawn. If DomaCom receives a withdrawal request by 1.00pm on a Business Day, funds in the Cash Pool will usually be transferred to an Investor's nominated bank account overnight. However, the Responsible Entity has discretion to suspend withdrawals from the Cash Pool if it reasonably determines that it is in the best interest of Investors as a whole to do so. Sub-Fund An Investor cannot withdraw an investment in a Sub-Fund. However, a Sub-Fund will be terminated and the Underlying Property sold on the earlier of: • the date the DomaCom Fund is terminated;	Section 5.2 and 6.8

- the date determined by a resolution of Unit Holders in that Sub-Fund that hold at least 75% of all Unit Holders on issue in that Sub-Fund;
- at the expiration of the term that is specified in a Campaign and SPDS unless extended by an ordinary resolution of Unit Holders in that Sub-Fund (present in person or by proxy); and
- the date determined by the Responsible Entity as the date on which the Sub-Fund is to be terminated, being a date at least 30 days after the date of the provision of notice of such termination to all Unit Holders in that Sub-Fund.

Transfers

DomaCom holds an AFSL that allows it to make a market in the Units. This generally means that DomaCom may offer to buy your Units from time to time and may also sell the Units that it acquires to other Investors. However, DomaCom does not guarantee that it will purchase your Units if you wish to sell your Units.

What are the key benefits of investing in the DomaCom Fund?

Control of investment decisions

At all times each Investor remains in control of their own investment decisions. An Investor selects the Sub-Funds in which they would like to invest in order to gain exposure to a particular Underlying Property.

Property diversification without borrowing

Because the minimum investment in a Sub-Fund is $2,000, even Investors with only modest savings can invest in a diversified property portfolio across different property types, markets and locations without having to borrow funds.

Interest on funds in the Cash Pool

Any funds that a Retail Client has invested in the Cash Pool will earn interest equal to the ANZ Official Cash Rate plus 0.58% per annum (after payment of the Management Fee of 0.22% per annum) subject to variation from time to time (based on the rate offered by the bank with which the Cash Pool account is held). Wholesale Clients will be paid a slightly lower interest rate, being the ANZ Official Cash Rate less the Management Fee of 0.22%.

Rent from the Sub-Fund investments

Every month the balance in the Cash Pool will be credited with an Investor's proportional share in the rent distribution (if any) from each of their Sub-Fund investments subject to relevant fees and costs deductions.

Overnight access to funds in the Cash Pool

Provided DomaCom receives a withdrawal request before 1.00pm on a Business Day, an Investor's funds will usually be transferred by electronic funds transfer to their personal bank account that is nominated in their Application Form overnight. However, the Responsible Entity has a discretion to suspend withdrawals from the Cash Pool if it reasonably determines that it is in the best interest of investors as a whole to do so.

Section 7

	Capital growth As with any property investment an Investor has the prospect of capital growth in the value of their investment in the Sub-Fund as the Underlying Property grows in value over time. However, there is no guarantee that the capital value of any Underlying Property will increase, and it may fall. Asset allocation The DomaCom Fund allows Investors to gain exposure to the property sector in accordance with their risk profile and required asset allocations. Borrowings Borrowings from lenders approved by DomaCom and the responsible entity on agreed terms may be used to assist in financing the acquisition of an Underlying Property, thereby reducing the amount of equity capital required to purchase an Underlying Property. If borrowings are used and the Underlying Property increases in value then Unit Holders should receive an even higher percentage increase in the value of their capital invested as compared to no borrowings being used.	
What are the key risks of investing in the DomaCom Fund?	Investments in a Sub-Fund are illiquid Investments in a Sub-Fund are illiquid, and Investors will only be able to cash-in their investment in a Sub-Fund in limited circumstances (see section 6.8 of this PDS for more information) DomaCom intends to make a market in Units. However, DomaCom does not guarantee that it will purchase a Unit Holder's Units if they wish to sell their Units or that DomaCom will be prepared to pay the price at which a Unit Holder wishes to sell their Units. Loss of Funds The value of an investment in the DomaCom Fund will go up and down in accordance with the value of the Underlying Property. This could result in the loss of the money invested in a Sub-Fund. Risk that a proposed Sub-Fund will not proceed There is risk that a proposed Sub-Fund will not proceed (because, for example, there is insufficient interest from Investors, or preliminary reports indicate it would not be in Investors' interests to proceed with the purchase). If costs have been incurred, they will be recovered from funds that had been committed by Investors. See section 8.2 below for more information. Risk that an Underlying Property is untenanted for a period of time There is risk that an Underlying Property may not be tenanted (or fully tenanted) at the time of purchase or when a vacancy occurs. If the Underlying Property remains untenanted for an extended period of time and the costs are not able to be met by the Sub-Fund or a	Section 8

subsequent issue of Units (see Section 6), the Responsible Entity has a right to wind-up the Sub-Fund.

No Guarantee

Neither the money that an Investor has invested in the DomaCom Fund or the returns earned from their investment are guaranteed.

Market and Economic Risk

All investment returns are influenced by the performance of the market to which the underlying investments are exposed. These market forces will impact on the property market which in turn will affect the performance of an investment in the DomaCom Fund.

Off The Plan Developer Failures

For Sub-Funds investing in "Off the plan" properties, there is a risk that the underlying developer of the property may not be able to complete the development. Whilst DomaCom conducts Due Diligence on developers to mitigate this risk, there is no guarantee that any given developer will not fail.

Key Person Risk

There is the risk that key individuals at DomaCom will no longer be able to fulfill their obligations in respect of the investment or administration of the DomaCom Fund. The performance of the DomaCom Fund may be dependent on the management skill of one or more individuals. If key personnel are no longer able to fulfill their obligations there is a risk that DomaCom may not be able to find suitably qualified replacement personnel and the performance of the DomaCom Fund may suffer as a result.

Limited operating history risk

The DomaCom Fund is a newly formed fund with no operating history upon which Investors can evaluate its likely performance. There can be no assurance the DomaCom Fund will achieve any of an Investor's investment objectives.

Reliance on platform technology

The DomaCom Fund relies on an online technology solution which is delivered by DomaCom to facilitate the transactions that are required to give effect to its unique investment model. If DomaCom ceases to provide this service or is removed as investment manager by the Responsible Entity there may not be any alternative provider with an appropriate technology solution.

Borrowing Risk

There are various risks associated with using a loan to assist in financing the acquisition of an Underlying Property, including increasing effect of losses in respect of an investment, interest rate risk,

QUESTIONS	ANSWERS	FURTHER INFORMATION
	and refinancing risk. In addition, the financier will be provided with an irrevocable proxy by investors in a Sub-Fund which will empower the financier to direct the Responsible Entity to wind up a Sub-Fund in the event that there is a default under the terms of the loan agreement with the financier.	
What are the fees and other costs associated with an investment in the DomaCom Fund?	Management Fees are: • 0.22% per annum of the balance of the cash held in the Cash Pool; and • 0.88% per annum of the Gross Asset Value of a Sub-Fund. In general, the Responsible Entity will also deduct all of the costs and expenses referable to a Sub-Fund from the Sub-Fund's Gross Income. Investors who participate in an unsuccessful Campaign may be liable for the Campaign costs incurred by DomaCom with respect to that Campaign.	Section 10
How does an Investor make an investment in the Cash Pool?	An Investor must make an initial investment by depositing at least $2,500 in the Cash Pool. An Investor cannot invest in the Cash Pool until the Investor has consulted a person accredited by DomaCom, has read this PDS and has completed the Application Form found on the DomaCom Website.	Section 9
How does an Investor make an investment in the Sub-Fund?	The minimum investment in a Sub-Fund is $2,000. An Investor can only invest in a Sub-Fund if the amount they wish to invest in the Sub-Fund has been placed in the Cash Pool for a period of at least 14 days. The details of an Underlying Property available for investment through a Sub-Fund at any point in time will be set out in a Supplementary PDS issued for each Underlying Property published on the DomaCom Website. In order to invest in a Sub-Fund an Investor must read the Supplementary PDS and accept the offer to subscribe to units in the Sub-Fund by electronically confirming their acceptance.	Section 6.1
How can I contact DomaCom with any questions?	DomaCom can be contacted at: DomaCom Australia Limited, GPO Box 1866, Melbourne Victoria 3001. An Investor can phone the Client Service Centre on 1300 365 930.	

3 About the DomaCom Fund

3.1 Investment overview

The DomaCom Fund is a Managed Investment Scheme that is registered with ASIC.

The DomaCom Fund is comprised of a Cash Pool and Sub-Funds.

An Investor's investment in the Cash Pool must have been deposited into the Cash Pool for a period of at least 14 days before the Investor may use any of that deposit to invest in a Sub-Fund. Each Sub-Fund will relate to a single Underlying Property chosen for investment by Investors. The Underlying Property will be acquired by the Custodian on behalf of the Responsible Entity for the Sub-Fund pursuant to a Contract of Sale.

On Settlement, the Custodian (as agent of the Responsible Entity) will have all of the rights and obligations associated with owning a property, including the right to receive any rent and the obligation to undertake any necessary maintenance and repairs. If the Underlying Property is not tenanted at Settlement, DomaCom or the Property Manager will seek to find a tenant and costs will in the meantime be covered out of a Provisional Amount to be held on trust for the Sub-Fund, or otherwise from the proceeds of a further issue of Units in the Sub-Fund. If an Underlying Property remains untenanted for an extended period of time and such amounts are insufficient to cover the costs relating to ownership of that Underlying Property, the Responsible Entity has the right to wind-up the Sub-Fund and settle outstanding Underlying Property related costs out of the proceeds of the sale of that Underlying Property.

3.2 Which investors are suited to the DomaCom Fund?

The DomaCom Fund suits Investors that want an investment exposure to property without the need to purchase a property outright.

The DomaCom Fund simulates investing in direct property by providing opportunities for Investors to hold relatively small investments and achieve diversification in this asset class. Whilst technically the investment that Investors make is in Units in a Sub-Fund, and the Custodian holds the legal title to the Underlying Property ultimately for the benefit of the Investors holding Units in that Sub-Fund, the investment simulates an investment in direct property as Investors have the opportunity to select the Sub-Fund based on information (contained in a Supplementary PDS) about the Underlying Property held by the Sub-Fund.

Investing through the DomaCom Fund can be a suitable strategy for investors in a variety of different situations, stages of life or financial position. These may include but are not limited to:

- existing property investors;
- self-managed super funds;
- first time property investors;
- property syndicates; and
- retirees with long-term investment time frames;

An investment in the DomaCom Fund may suit an investor's requirements if their:

- investment time horizon is medium to long term;
- risk tolerance incorporates a willingness to accept volatility in the underlying value of the investment over time; and
- financial means are sufficient to ensure that Investors are in a position to tolerate extended periods of time during which the value of their investment may fall.

3.3 How is a Sub-Fund established?

An Investor that is interested in investing in a property via the DomaCom Fund, or a real estate agent (on behalf of a Vendor), may request that DomaCom list a property on the DomaCom Website.

Once a property is listed on the DomaCom Website, Investors can participate in a Campaign process.

The Campaign process is a price discovery mechanism used by DomaCom to determine the Campaign Price, i.e. the maximum Purchase Price of an Underlying Property at which Investors are willing to invest.

Please refer to Section 9 for a detailed description of the Campaign process.

If a Campaign process results in the determination of a Campaign Price for the Underlying Property, a Supplementary PDS will be issued and Investors will be invited to subscribe for Units in a Sub-Fund (to be established if DomaCom is successful in procuring the purchase of the Underlying Property).

Once the Supplementary PDS for an Underlying Property is issued, Investors will be asked to make an application to invest in the proposed Sub-Fund by completing the application form that relates to that Sub-Fund with details in respect of each Underlying Property.
An application, once made, is irrevocable.

If:
(a) Investors collectively make a firm commitment for at least 100% of the Campaign Price (not otherwise funded by borrowings); and

(b) the Vendor agrees to a price that is at or below the Campaign Price.

The Sub-Fund will be created by the Responsible Entity and Units issued to Investors (Investors' Quarantined Funds will be transferred to the Sub-Fund in exchange for the issue of the Units), and the Vendor and the Custodian on behalf of the Responsible Entity will enter into a Contract of Sale for the Underlying Property. Whilst DomaCom (as the investment manager appointed by the Responsible Entity) will negotiate and enter into the sale transaction, the Custodian will ultimately be the registered proprietor of the Underlying Property as it holds all assets on behalf of the DomaCom Fund for the Responsible Entity. Further information on this process can be found in section 9 of this PDS.

3.4 Reporting

On becoming an Investor in the Cash Pool, an Investor can log onto the DomaCom Website and view the details for their Cash Account and each of their individual Sub-Funds (including details of the Underlying Property).

A number of reports related to an Investor's investments are available including an Annual Report that provides details of an Investor's holdings and transactions for the past year. These reports are available for downloading and printing via the DomaCom Website using an Investor's private login access. Investors will be notified by email when any new report is available.

As an Investor in the DomaCom Fund Investors will have access to the following reports online:

Initial Deposit Statement

An initial Deposit Statement, generally within 5 Business Days of an Investor's application being accepted and processed.

Additional Deposit Statement

An additional Deposit Statement, generally within 5 Business Days of any Additional Investment (except regular savings plan contributions) being accepted and processed.

Sub-Fund Investment Statement

A Sub-Fund Investment Statement, generally within 5 Business Days of any investment request (from a Cash Account to a Sub-Fund) being processed.

Withdrawal Statement

A Withdrawal Statement, generally within 5 Business Days of any Partial or Full Withdrawal Request being processed.

Annual Statement

An Annual Statement providing details of an Investor's investment in the DomaCom Fund as at 30 June each year.

Annual Report

An Annual Report for the DomaCom Fund for each financial year ending 30 June will be available at the DomaCom Website (copy by mail available on request).

Annual Tax Statement

An Annual Tax Statement and Tax Guide for the financial year are intended to be sent by the end of August to help Investors prepare their income tax returns.

Transaction Confirmation

Confirmation of any other transactions that are required to be reported on will be issued via email to Investors.

Disclosing Entity

If the Cash Pool or any Sub-Fund becomes a "disclosing entity" under the Corporations Act by having 100 Investors or more, the Cash Pool or Sub-Fund will be subject to regular reporting and disclosure obligations. Copies of documents lodged with ASIC in relation to the Cash Pool or relevant Sub-Fund may be obtained from, or inspected at, an ASIC office.

If the Cash Pool or a Sub-Fund becomes a "disclosing entity", Investors will have a right to obtain a copy of the following documents at no charge:

- the annual financial report most recently lodged with ASIC for the Cash Pool or the Sub-Fund;
- any half-year financial report lodged with ASIC for the Cash Pool or the Sub-Fund after the lodgement of the annual financial report; and
- any continuous disclosure notices given for the Cash Pool or the Sub-Fund after the lodgement of that annual report.

If the Cash Pool or the Sub-Fund becomes a "disclosing entity", DomaCom will have continuous disclosure requirements and disclose information to Investors which may have a material effect on the price or value of Units or would be likely to influence persons who commonly invest in deciding to acquire or dispose of Units. Investors have a right to obtain a copy of disclosure documents at no charge. Please call DomaCom and they will provide you with a copy of the requested document within 5 days. DomaCom intends to post continuous disclosure information on the DomaCom website: www.domacom.com.au

3.5 ASIC Regulatory Guide 46

ASIC BENCHMARKS AND DISCLOSURE PRINCIPLES[1]		FURTHER DETAILS
Gearing ***(Benchmark 1:Gearing Policy and Disclosure Principle 1: Gearing Ratio:)***	Benchmark 1 requires the Responsible Entity to maintain and comply with a written policy that governs the level of gearing at an individual credit facility level. The Responsible Entity meets this benchmark and has a Gearing Policy which sets out a maximum gearing ratio of 50% (based on the market value of an Underlying Property at the time of acquisition) on an individual credit facility and Sub-Fund level.	Section 6.10 and refer to the Supplementary PDS for the relevant Sub-Fund for the gearing ratio that will apply to a Sub-Fund
Interest cover ***(Benchmark 2: Interest coverage policy and Disclosure Principle 2: Interest coverage ratio)***	Benchmark 2 requires the Responsible Entity to maintain and comply with a written policy that governs the level of interest cover at an individual credit facility level. The Responsible Entity meets this benchmark. The minimum interest cover ratio at an individual credit facility level and at a Sub-Fund level is 1 times income (including cash reserves) at the time of entry into the loan agreement.	Section 6.10 and refer to the Supplementary PDS for the relevant Sub-Fund for the gearing ratio that will apply to a Sub-Fund

ASIC BENCHMARKS AND DISCLOSURE PRINCIPLES		FURTHER DETAILS
Interest Capitalisation ***(Benchmark 3: Interest Capitalisation)***	The Responsible Entity meets this benchmark. The interest expense of a Sub- Fund is not capitalised.	Section 6.10
Scheme Borrowing ***(Disclosure Principle 3: Scheme borrowing)***	This disclosure principle generally requires a high level overview of the terms of each credit facility. As at the date of this PDS there are currently no borrowings in the DomaCom Fund. However, given that: • the Underlying Property of each Sub-Fund is held only for the benefit of Unit Holders in that Sub-Fund; • a financier that lends to a Sub-Fund makes a limited recourse loan to the Sub-Fund; • the liabilities of one Sub-Fund cannot be met from the assets of another Sub-Fund, The Responsible Entity has determined that it is not appropriate or useful to provide the disclosure relating to this disclosure principle on a whole of fund basis. The Responsible Entity will comply with the disclosure requirements relating to this disclosure principle on a Sub-Fund by Sub-Fund basis in the SPDS for the Sub-Fund and on an ongoing basis on the DomaCom platform for each Sub-Fund.	Section 6.10
Portfolio Diversification ***(Disclosure Principle 4: Portfolio Diversification)***	Each Sub-Fund invests in only one Underlying Property. Details of each Underlying Property are set out in the Supplementary PDS issued in respect of that Underlying Property. Investors will only invest in the Underlying Property (through the Sub-Fund) that they select. Sub-Funds can invest in any one property in any location in Australia, and in any sector (eg industrial, commercial, retail or residential). DomaCom will appoint a licensed real estate agent as a property manager for each property. The Property Manager will be responsible for all property management functions typically undertaken by a property manager of a rental property including securing tenants, collecting rental payments and managing leases.	Section 3
Valuations ***(Benchmark 4: Valuation Policy)***	The Responsible Entity meets this benchmark. The Responsible Entity has adopted a written Valuation Policy for the DomaCom Fund that governs the minimum requirements for an independent valuation to be required and establishes the guidelines for the appointment of the valuer.	Section 12.2

ASIC BENCHMARKS AND DISCLOSURE PRINCIPLES		FURTHER DETAILS
Related Party Transactions ***(Benchmark 5: and Disclosure Principle 5: Related Party transactions)***	The Responsible Entity meets this benchmark. The Responsible Entity maintains and complies with a written policy on related party transactions, including the assessment and approval processes for such transactions and arrangements to manage conflicts of interest. The Custodian is a related party of the Responsible Entity.	Section 12.5
Distributions Practices ***(Benchmark 6: Distribution Practices and Disclosure Principle 6: Distribution Practices)***	The Responsible Entity meets this benchmark as it will only make distributions from interest on cash held in the Cash Pool and any net cash from operations (primarily net rent) in respect of an Underlying Property. The Responsible Entity will not make distributions of capital (unless necessary on the realisation of an Underlying Property) or unrealised valuation gains.	Section 6.4 and 6.10
Withdrawal arrangements ***(Disclosure Principle 7: Withdrawal Arrangements)***	Investors can generally withdraw from the Cash Pool at any time. However, the Responsible Entity has discretion to suspend withdrawals from the Cash Pool if it reasonably determines that it is in the best interest of Investors as a whole to do so.	Section 6.8
	Each Sub-Fund is an illiquid investment. Investors will not be able to withdraw their investments in a Sub-Fund until the Sub-Fund is terminated.	
Net Tangible Assets ***(Disclosure Principle 8: Net Tangible Assets)***	The initial Net Tangible Assets (**NTA**) of each Sub-Fund will be set out in the Supplementary PDS relating to each Underlying Property. The NTA for each Sub-Fund will then be published on the DomaCom Website and updated every 12 months. The NTA per Unit is calculated by reference to the annual valuation of the Underlying Property less any outstanding expenses related to that property divided by the number of Units on issue in the Sub-Fund. The Sub-Fund will not hold any tangible assets other than money held in a deposit account and the Underlying Property.	Refer to the Supplementary PDS for the relevant Sub-Fund

[1] ASIC has established six benchmarks and eight disclosure principles under its Regulatory Guide 46 – Unlisted Property Schemes: Improving disclosure for retail investors. The information summarised in this table and explained in detail in the identified section is intended to assist investors with analysing the risks of investing in the Fund. Investors should consider this information together with detailed explanation of various benchmarks and principles referenced throughout this PDS and the key risks of investing in the Fund highlighted in Section 8 of this PDS.

4 Management of the DomaCom Fund

4.1 The Responsible Entity

Perpetual Trust Services Limited, the Responsible Entity, is part of the Perpetual Limited group of companies that has been in operation for over 125 years. The Responsible Entity is responsibilities for the operation of the DomaCom Fund. The responsibility of the Responsible Entity includes holding the DomaCom Fund's property on trust for Investors, managing and investing the DomaCom Fund's property and ensuring that the DomaCom Fund's property is managed pursuant to the Constitution and the provisions of the Corporations Act. The legal relationship of an Investor and the Responsible Entity is subject to the terms of this PDS (including any relevant Supplementary PDS), the Application Form and the Constitution, as well as applicable laws including but not limited to the common law, trust law and relevant legislation.

The Responsible Entity has the power to delegate certain of its duties pursuant to the Constitution and the Corporations Act. The Responsible Entity has appointed DomaCom as the investment manager and fund administrator of the DomaCom Fund, and Perpetual Corporate Trust Limited (ABN 99 000 341 533) as an authorised representative of Perpetual Trustee Company Limited ABN 42 000 001 007 AFSL 236643 as the Custodian.

The Responsible Entity, in its discretion, may change the custodian or administrator from time to time or appoint additional service providers, in accordance with the terms of the Constitution.

The Responsible Entity's rights and obligations as responsible entity are also contained in the Constitution and the Corporations Act. These duties include the duty to act honestly, exercise due care and diligence, avoid conflicts and treat Investors equally.

Copies of the Constitution are available free of charge upon request.

4.2 The Investment Manager

The investment manager of the DomaCom Fund is DomaCom Australia Ltd.

DomaCom's responsibilities primarily include managing the DomaCom Fund's assets, and the promotion and marketing of the DomaCom Fund. DomaCom holds AFSL No. 444365.

DomaCom is also responsible for providing the technology for, and the management of, the DomaCom Fund. DomaCom may also make a market in the Units.

DomaCom's management responsibilities include the selection and supervision of all the key service suppliers to the DomaCom Fund.

The key DomaCom employees who are involved in the operation of the DomaCom Fund are listed below.

Key Person 1: Arthur Naoumidis

Position:	Chief Executive Officer.
Responsibility:	To supervise all aspects of the DomaCom Fund.
Experience:	Arthur has over 25 years of technology and financial services experience at Director level.
Qualifications:	Bachelor of Science (Computer Science & Pure Mathematics).

Key Person 2: Ross Laidlaw

Position:	Chief Operating Officer.
Responsibility:	To supervise all aspects of the operation of the DomaCom Fund.
Experience:	Ross has over 25 years of experience in the managed investment industry at both senior executive and Director levels.
Qualifications:	Bachelor of Economics, Chartered Accountant, Diploma of Applied Finance and Diploma of FInancial Planning.

DomaCom's head office is located at Level 6, 99 Queen Street Melbourne Victoria 3000. The Client Service Centre can be contacted by phoning 1300 365 930.

4.3 The Custodian

Perpetual Corporate Trust Limited (**Custodian**) is the custodian for the DomaCom Australia Fund and is an authorised representative of Perpetual Trustee Company Limited ABN 42 000 001 007 under Perpetual Trustee Company Limited's AFSL Number 236643 (authorised representative number 266799). The Custodian is part of the Perpetual Limited group of companies. The Custodian is responsible for holding legal title to the DomaCom Fund's assets on behalf of the Responsible Entity. In particular:

(a) the Cash Pool will be held in an ANZ trust account in the name of the Custodian; and

(b) the Custodian will enter into the contracts to purchase the Underlying Property,

on behalf of the Responsible Entity in its capacity as trustee of the DomaCom Fund.

The Custodian's role is limited to holding the assets of the DomaCom Fund as agent of the Responsible Entity. The Custodian has no supervisory role in relation to the operation of the DomaCom Fund and is not responsible for protecting Investor's interests. The Custodian has no liability or responsibility to the Investor for any act done or omission made and is only liable to the Responsible Entity under the Custody Agreement. The Custodian has not authorised or caused the issue of this PDS and does not make, or purport to make, any statements in this PDS. The Custodian to the maximum extent permitted by law, expressly disclaims and takes no responsibility for any part of this PDS other than a reference to its name.

The Custodian may, in relation to a Sub-Fund and at the direction of the Responsible Entity, appoint a Property Manager as its agent to hold certain funds on trust for the Sub-Fund for the benefit of Unit Holders.

The Custodian will enter into a contract with the Property Manager. The Contract will include terms required under the Responsible Entity's AFSL. However, please note that the contract between the Custodian and the Property Manager may not contain terms relating to:

- how the Property Manager will certify that it complies and continues to comply with ASIC Regulatory Guide 133 on holding scheme assets;

- how Investors will be compensated if they suffer loss due to a failure by the Property Manager to comply with its duties or to take reasonable care based on the standards applying in the relevant markets for the assets held and the extent to which the Property Manager must maintain a minimum level of professional indemnity insurance; and

- the Property Manager being prohibited from taking an encumbrance over, or in relation to, the funds they hold on trust for that Sub-Fund,

- in circumstances where it is not practicable for the Property Manager to be engaged to hold the funds on reasonable commercial terms.

4.4 The Administrator

The Administrator is DomaCom Australia Limited (DCAL) ABN 33 153 961 770 ASFL No. 444365.

The Administrator has sophisticated systems and software and employs dedicated and experienced operational and accounting personnel for unit registry, investment administration and fund accounting services.

5 What can I expect as an Investor in the Cash Pool?

5.1 Interest paid on funds in the Cash Pool

When an Investor opens a Cash Account with the DomaCom Fund their initial and subsequent investments in the DomaCom Fund will be placed into that Investor's Cash Account in the Cash Pool.

All monies in the Cash Accounts are pooled in the Cash Pool, and are not held separately (although there are separate bank accounts for money held for Retail Clients in the Cash Pool and for money held for Wholesale Clients in the Cash Pool). DomaCom records each Investor's Cash Account balance to ensure that each Client's money can be identified.

The money an Investor has deposited in their Cash Account within the Cash Pool earns interest that is calculated on a daily balance and paid each month either into an Investor's Cash Account or directly into their linked bank account.

Any funds that a Retail Client has invested in the Cash Pool will earn interest equal to the ANZ Official Cash Rate plus 0.58% (after payment of the Management Fee) subject to variation from time to time (based on the rate offered by the bank with which the Cash Account is held). Wholesale Clients will be paid a slightly lower interest rate, being the ANZ Official Cash Rate less the Management Fee of 0.22%. Monies will only be withdrawn from the relevant Cash Account in the Cash Pool under the relevant Investor's instructions.

At the date of this PDS, an agreement exists between DomaCom, the Responsible Entity, Custodian and ANZ in respect of the interest rates earned by the Cash Accounts. The Responsible Entity will periodically review the investment of the Cash Pool, and may invest the Cash Pool in a different account (with ANZ or another provider) if the Responsible Entity considers that it is in an Investor's best interests to do so.

5.2 Withdrawing funds from the Cash Account

Provided DomaCom receives a withdrawal request by 1.00pm on any Business Day, funds withdrawn from the Cash Pool will usually be transferred to an Investor's nominated bank account overnight. To do this, Investors will need to complete and provide DomaCom with a completed Withdrawal Form (available on the DomaCom Website). Provided that the amount Investors are seeking to withdraw does not exceed their Available Funds, DomaCom will usually process an Investor's withdrawal request overnight and transfer the funds to their nominated bank account. However, the Responsible Entity has discretion to suspend withdrawals from the Cash Pool if it reasonably determines that it is in the best interest of Investors as a whole to do so.

5.3 Identifying opportunities in the Sub-Funds

All opportunities to invest in a Sub-Fund will be disclosed in a Supplementary PDS issued by the Responsible Entity that relates to that proposed Sub-Fund. The Supplementary PDS for each proposed Sub-Fund will be available at the DomaCom Website.

DomaCom will provide prospective Investors with certain information about the Underlying Property so that Investors can determine if they wish to invest in the Sub-Fund.

Accordingly, all of the Underlying Properties for which the Responsible Entity will be seeking Investors will appear in a searchable format on the DomaCom Website. DomaCom will provide Investors with a search function that enables them to quickly find Underlying Property of interest such as the property type, location, Unit Price, rent (if the Underlying Property is tenanted, or an estimate of potential rent if not) and a copy of the Vendor's Statement. Investors will also be able to save their favourite search results and receive email alerts from the DomaCom Fund when properties matching their search criteria are listed on the DomaCom Website.

It is important to remember that the decision whether to invest in a Sub-Fund is made by Investors and not by the Responsible Entity or DomaCom. As such, a proposal to establish a Sub-Fund or the availability of a particular Sub-Fund should not be construed as an endorsement of the Underlying Property by the Responsible Entity or DomaCom or as a warranty or representation as to the investment potential of any Underlying Property.

6 What can I expect as a Unit Holder in a Sub-Fund?

6.1 What is the process for investing in a Sub-Fund and how are Investors informed of the available Underlying Properties?

As a registered Managed Investment Scheme, the DomaCom Fund is required to provide prospective Investors with two important disclosure documents.

The first document is this PDS. This PDS provides detailed information on the operation of the DomaCom Fund, the risks of investing and an Investor's rights and obligations as an Investor in the DomaCom Fund. A potential Investor can only invest in the Cash Pool pursuant to the Application Form that accompanies this PDS.

The second document is a Supplementary PDS. A Supplementary PDS is issued for each prospective Sub-Fund and will contain specific information about the Underlying Property that will be held by the Sub-Fund. A Supplementary PDS will include details such as:

- a description of the Underlying Property including its location, physical description and land size;
- the Campaign Price;
- the date on which subscriptions for Units in the Sub-Fund will be closed);
- the expenses associated with investing in the Sub-Fund (to the extent that they are known) as distinct from the fees and charges levied by the DomaCom Fund; and
- if the Sub-Fund will be geared, a high level overview of the terms of the relevant loan agreement including the term of the loan , the interest rate, the gearing ratio and the interest cover ratio (including and excluding cash reserves).

Only Investors in the Cash Pool may invest in a Sub-Fund pursuant to a Sub-Fund Application Form.

6.2 Is an Investor in a Sub-Fund a direct investor in the Underlying Property?

No. Even though an investment in a Sub-Fund simulates an investment directly in the Underlying Property, it is important to note that it is a simulation only and Investors have not invested directly in an Underlying Property. Investors acquire a beneficial interest in an Underlying Property by holding Units in a Sub-Fund that holds the Underlying Property which entitles Investors to receive a share of the Net Income earned in relation to the Underlying Property and, ultimately, the proceeds of sale of the Underlying Property on termination of the Sub-Fund. This is similar to, but not the same as, a direct investment in a share of the Underlying Property.

Each Unit in a Sub-Fund confers a proportional beneficial interest in the relevant Sub-Fund's assets (generally a share in the Underlying Property and rent paid by a tenant). However, Investors are not entitled to any particular part of the Sub-Fund's assets. Notwithstanding that the capital and income returns that an Investor in a Sub-Fund

receives, and the costs that the Investor will incur, will be similar to those that Investors might expect if the Investor held a similar proportion of the same Underlying Property directly (other than with respect to the fees and costs associated with holding an interest in the DomaCom Fund) there are many important differences which include:

- an Investor that holds Units in a Sub-Fund does not have any direct control over who resides in the Underlying Property;
- an Investor will not have any right to redevelop, sub-divide or otherwise make changes to the nature or use of the Underlying Property;
- an Investor cannot pledge the Underlying Property as security for debt. However, subject to the requirements of an Investor's financier, an Investor may be able to pledge their Units as security;
- an Investor will not be able to unilaterally determine when the Underlying Property is sold. However, Investors in a Sub-Fund may pass a resolution (approved by Unit Holders in that Sub-Fund that hold at least 75% of the Units on issue in that Sub-Fund) requiring the Responsible Entity to terminate the Sub-Fund and sell the Underlying Property.

6.3 Tenants and rental income

DomaCom (or the Custodian at the direction of the Responsible Entity, as the case may be) will appoint a licensed real estate agent as a property manager for each property (**Property Manager**). The Property Manager will be responsible for all property management functions typically undertaken by a property manager of a rental property including procuring tenants, collecting rental payments, managing lease expiries, and finding tenants.

Provided that the Underlying Property is tenanted and the tenant(s) pays the rent (or other fees) it is required to pay under the lease (or other occupancy agreement), the rent (and other fees charged) paid by the tenant(s) will be the main source of the Gross Income of a Sub-Fund.

6.4 Distributions

The DomaCom Fund will distribute 100% of the Net Income it receives in respect of an Underlying Property as distributions to Sub-Fund Unit Holders.

These Distributions are paid monthly (if the relevant Sub-Fund has earned Net Income in that month) and can be nominated by Investors to be either paid into their nominated bank account or paid into their Cash Account where the funds can be withdrawn or invested into another Sub-Fund at a later time.

An Investor's Distributions will be calculated on a pro rata basis based on the proportion of Units the Investor holds in the Sub-Fund.

In determining the amount of the Distribution to be made to Unit Holders, DomaCom will firstly calculate the Net Income for the Sub-Fund for each month. The Net Income of the Sub-Fund is primarily rent paid by the tenant(s) less all the outgoings relating to the investment which have been paid by the Sub-Fund and amounts DomaCom determines to set aside as Provisional Amounts. These outgoings will typically relate to costs incurred for the management, repair and maintenance of the Underlying Property, interest and other financing costs (where applicable) and the fees paid to the Property Manager.

It is expected that each Sub-Fund will be paid rent by the tenant(s) of the Underlying Property (based on a commercial market rent). The rent will generally be paid by the tenant(s) monthly in advance to the Property Manager. The Property Manager will remit the Net Income (after deducting its fees) to the Custodian within 5 Business Days prior to the end of the month. DomaCom will then distribute the Net Income received by the Custodian (net of fees and costs) to Unit Holders in the Sub-Fund (generally within 5 Business Days of receipt by the Custodian).

6.5 Unit Pricing

When Units are first issued in a Sub-Fund, the price of each Unit is $1.00.
The Unit Price of a Unit (after the initial issue of Units in the Sub-Fund) is determined by dividing the value of the interest in the Underlying Property held by the Sub-Fund (less any liabilities attributable to the Sub-Fund) and then dividing the result by the number of Units issued in the Sub-Fund.

Some aspects of the formula used to calculate the Unit Prices may involve the Responsible Entity exercising discretion in accordance with the law. The Responsible Entity has a policy regarding its use of discretion in Unit pricing, and must keep records relating to the use of its discretion. The Responsible Entity must keep these documents for 7 years after they cease to be current. Investors may obtain copies of these documents from the Responsible Entity at no charge.

6.6 What happens if the tenant can't or won't pay their rent?

If a tenant occupies an Underlying Property, the tenant will be subject to a lease agreement drafted in accordance with the relevant state-based or territory-based tenancy legislation. If at some point the tenant has failed to pay rent or to meet any other obligations under the lease agreement, DomaCom will take the necessary steps to require the tenant to remedy the failure. If the tenant does not remedy the failure to pay rent or satisfy any other obligations under the lease, DomaCom may take action to evict the tenant.

Any legal costs incurred by DomaCom in order to recover rent owing by a tenant are payable from the Gross Income of the Sub-Fund. Recovering these expenses will in turn reduce the Net Income of the Sub-Fund and ultimately the Distribution to Investors.

In the event that a Sub-Fund's enforcement action expenses relating to an Underlying Property cannot be funded from the Gross Income of the Sub-Fund, Unit Holders in the Sub-

Fund will be given the opportunity to subscribe for additional Units in the Sub-Fund. If the Unit Holders do not subscribe for all of the Units within the period specified by DomaCom, other Investors may be given the opportunity to subscribe for Units in the Sub-Fund. If the Units are not fully subscribed after this process, the Responsible Entity has the right to wind up the Sub-Fund and sell the Underlying Property to settle the Sub-Fund's debts.

6.7 Property Management and Maintenance

Each Underlying Property will be held for the ultimate benefit of the Unit Holders in the relevant Sub-Fund.

As such, each Unit Holder in a Sub-Fund has an interest in seeing the Underlying Property maintained and kept in a state of good repair.

To help ensure that this happens, DomaCom engages a Property Manager for each Underlying Property.

Property Managers are responsible for making leasing arrangements including sourcing the tenants as well as undertaking periodic inspections of the Underlying Property and for reporting back to DomaCom if the Underlying Property is in need of any repairs or maintenance.

Property Managers are also responsible for coordinating and authorising minor repairs to the Underlying Property up to the value of $250. Cost estimates for repairs over this limit must be referred to DomaCom for approval.

Each Sub-Fund is required to meet all of the repairs and maintenance costs associated with the associated Underlying Property.

Each Sub-Fund may maintain Provisional Amounts to meet ongoing property running costs. DomaCom may require investors to fund Provisional Amounts at the time of Settlement and income earned in respect of the Underlying Property (if any) may be set aside to maintain Provisional Amounts. Provisional Amounts will be held in reserve and is an asset of the Sub-Fund.

Any repairs and maintenance costs incurred by the Custodian on behalf of the Sub-Fund under this arrangement are payable from Provisional Amounts (if any) and from the Gross Income of the Sub-Fund. Recovering these expenses from Gross Income will in turn reduce the Net Income of the Sub-Fund and ultimately the Distributions to Investors.

In the event that these amounts are insufficient to meet a Sub-Fund's costs relating to an Underlying Property Unit Holders will be given the opportunity to subscribe for subsequent Units in the Sub-Fund. If the Unit Holders do not subscribe for all of the Units within the period specified by DomaCom, other Investors may be given the opportunity to subscribe for Units in the Sub-Fund. If the Units are not fully subscribed, the Responsible Entity has the right to wind up the Sub-Fund and sell the Underlying Property to settle the Sub-Fund's debts.

6.8 Withdrawal from a Sub-Fund

The DomaCom Fund does not accept withdrawal requests to withdraw from a Sub-Fund. An Investor's investment in a Sub-Fund can only be withdrawn when the Sub-Fund is terminated. Under the DomaCom Fund's constitution, a Sub-Fund will be terminated on the earlier of:

- the date the DomaCom Fund is terminated;
- the date determined by a resolution of Unit Holders in a Sub-Fund that hold at least 75% of all Units on issue in that Sub-Fund;
- the date specified in the Supplementary PDS for a Sub-Fund which cannot exceed 5 years from Settlement unless extended by an ordinary resolution of Unit Holders (present in person or by proxy) in that Sub-Fund (subject to the discussion in section 6.8 below);
- when the Unit Holders in a Sub-Fund:
    - o approve the change of the trustee of Sub-Fund from the Responsible Entity to another entity; or
    - o pass an extraordinary resolution to change the custodian; and
- the date determined by the Responsible Entity as the date on which the Sub-Fund is to be terminated, being a date at least 30 days after the date of the provision of notice of such termination to all Unit Holders in that Sub-Fund.

However, if the Sub-Fund is geared, generally the financier will be provided with an irrevocable proxy by Unit Holders in a Sub-Fund which will:

- apply in the event of a default under the terms of the loan agreement with the financier; and
- empower the financier to direct the Responsible Entity to wind up the Sub-Fund (which will involve the sale of the Property).

On the occurrence of any of these events, DomaCom will sell the Underlying Property and redeem all issued Units in the Sub-Fund and pay an amount to the Unit Holders which represents their share of net proceeds of sale of the Underlying Property (i.e. after the payment of all expenses and liabilities, including any borrowings). The proceeds of any redemption on the termination of a Sub-Fund will be paid to the Investors' Cash Account no later than 10 Business Days after the proceeds of the sale have been received. DomaCom will advise Investors of the date when redemption payments will be paid to their Cash Accounts.

The amount that Investors will receive for each Unit (or part Unit) that is redeemed on the termination of a Sub-Fund is an amount equal to the Net Asset Value of the relevant Sub-Fund, less any transaction charges, divided by the number of Units on issue in the Sub-Fund determined as at the date of redemption.

Investors may transfer Units held in Sub-Funds to a purchaser. The purchaser of the Units must otherwise be eligible to invest in the DomaCom Fund and hold an interest in the DomaCom Fund. The Responsible Entity is under no obligation to secure a purchaser for any Investor wishing to transfer their Units. The Responsible Entity may decline to register a transfer of Units at its sole discretion.

DomaCom may make a market in the Units. This means that DomaCom may from time to time make offers to purchase and sell Units. However, DomaCom does not otherwise guarantee that it will make any offer to purchase Units.

6.9 Extension of the term of a Sub-Fund

If the term of a Sub-Fund is extended by an ordinary resolution of the Unit Holders in that Sub-Fund, the term of that Sub-Fund will only continue beyond the initial term if the Unit Holders that did not vote in favour of the extension (Exiting Unit Holders) are replaced and withdrawn from the Sub-Fund. Exiting Unit Holders are deemed to have made a withdrawal request to the Responsible Entity in respect of that Sub-Fund and the Responsible Entity must either:

- procure that other Investors:
    - purchase the Exiting Unit Holders Units in that Sub-Fund; or
    - subscribe for Units in that Sub-Fund to fund the withdrawal of the Exiting Unit Holders from that Sub-Fund; or
- notify the Unit Holders in that Sub-Fund will be terminated;

within 30 days of the meeting at which the resolution to extend the term of a Sub-Fund is held.

6.10 Borrowing by a Sub-Fund

Lenders pre-approved by DomaCom and the Responsible Entity can lend to a Sub-Fund. A list of the approved lenders can be found on the DomaCom Website. A loan reduces the amount of equity capital required to purchase an Underlying Property.

The Responsible Entity has a Gearing Policy which sets out a maximum gearing ratio of 50% (based on the market value of an Underlying Property at the time of acquisition) on an individual credit facility and Sub-Fund level. The gearing ratio is calculated as follows:

$$\textbf{Gearing ratio} = \frac{\textbf{Total interest – bearing liabilities}}{\textbf{Total assets}}$$

The Responsible Entity maintains and complies with a Gearing Policy that governs the level of interest cover at an individual credit facility level at the time of entry into the lending agreement. The minimum interest cover ratio at an individual credit facility level and at a Sub-Fund level is 1 times income (including cash reserves). However, under RG46 the interest cover ratio is calculated as follows:

$$\textbf{Interest cover ratio} = \frac{\textbf{EBITDA – unrealised gains + unrealised losses}}{\textbf{Interest expense}}$$

Accordingly, the Responsible Entity will disclose the interest cover ratio for a Sub-Fund including and excluding cash reserves.

The Gearing Policy also provides that:

- interest expenses will not be capitalised;
- the Responsible Entity will only make distributions from interest on cash held in the Cash Pool and any net cash from operations (primarily net rent) in respect of an Underlying Property. The Responsible Entity will not make distributions of capital (unless necessary on the realisation of an Underlying Property) or unrealised valuation gains; and
- all loans made to a Sub-Fund must be limited recourse to the financier to the assets of that Sub-Fund.

The specific high level details of each credit facility will be set out in the SPDS of the relevant Sub-Fund.

7.1 Distributions

Retail Clients in the Cash Pool will be invested in an ANZ bank account and earn interest, which will be calculated daily and paid monthly, at a rate equal to the ANZ Official Cash Rate plus 0.58%. The way in which the Cash Pool is invested and the interest rates are subject to change from time to time.

An Investor who becomes a Unit Holder in a Sub-Fund also receives any Distributions from the Sub-Fund (provided the property is tenanted and the tenant pays the rent) which are paid to them, generally within 5 Business Days of receipt by the Custodian, into their Cash Account or into their nominated linked bank account.

These Distributions primarily reflect rent paid by tenants of the Underlying Property. These returns are paid, after fees and costs, to the Investors who hold Units in the Sub-Fund associated with each Underlying Property.

7.2 Capital Growth and Diversification

If the value of an Underlying Property increases in value, so too will the value of the Units held by Investors in that Sub-Fund. Of course, if the value of the Underlying Property falls, the value of the Units in the Sub-Fund will also fall. Accordingly, Investors may suffer a capital loss. However, the ability to spread an Investor's risk across multiple Underlying Property investments by investing in a number of Sub-Funds should, over time, decrease this risk in comparison to having made a direct investment in a single Underlying Property.

7.3 Asset Allocation

The DomaCom Fund allows Investors to gain an exposure to the property sector in accordance with their risk profile, spreading risk across multiple investments both within the DomaCom Fund and as a separate asset class within an Investor's overall investment portfolio.

7.4 Property Sector Diversification and Control

Many Investors find it difficult to diversify their exposure to the direct property market given the significant costs involved in directly purchasing a single property. To achieve this diversification in the past, Investors have had to invest through a property fund where their investments are pooled and the property investment decisions are made by the Investment Manager. By investing through the DomaCom Fund, Investors can achieve comprehensive diversification within the property sector by making a number of smaller investments in a range of Sub-Funds that they have selected, each of which represents a single Underlying Property. Investing in this way means that Investors can control their investment decisions.

Investors in the DomaCom Fund are able to spread their exposure to the property sector by making smaller investments across a number of different Sub-Funds providing them with the opportunity to reduce the risks associated with placing a large investment into just one direct property (which they might have to do if they were to invest in property directly). Investors are also able to keep their exposure to the property market in proportion to the recommended asset allocation for property investments for their risk profile, something which is likely to be harder to achieve when investing directly in property.

7.5 Improved Access

Purchasing a property directly generally requires large available investment funds or borrowings to secure the investment. In comparison, Investors with access to investment funds representing as little as $2,000 (subject to a minimum initial investment in the DomaCom Fund of $2,500 in the Cash Pool) can gain investment exposure to an Underlying Property by acquiring Units in a DomaCom Sub-Fund.

7.6 Transparency

Investors can identify and view information about the specific Sub-Fund and Underlying Property in which they indirectly invest, something that is difficult to achieve with a traditional investment in a property fund. Investors will have access to an online platform that will provide information that is very similar to the type of information that Investors might see online about any investment property, including details regarding the age, condition, type and location of the Underlying Property.

7.7 Borrowing

Lenders pre-approved by DomaCom and the responsible entity can lend to a Sub-Fund. A list of the approved lenders can be found on the DomaCom Website. A loan reduces the amount of equity capital required to purchase an Underlying Property.

Using a loan to assist in financing the acquisition of a Property increases the potential for gains (and losses) in respect of an investment in a Sub-Fund. That is, if the Property increases in value then Unitholders should receive an even higher percentage increase in the value of their capital invested. However, if the Property decreases in value, borrowing also accentuates the potential losses. For example if:

- a property is valued at $500,000 on acquisition;
- an interest only loan in the amount of $200,000 is used to fund the acquisition;
- after year two the property increases in value by 10% ($550,000), the value of the equity attributable to investor in the Sub-Fund will increase by 16.67% (i.e. $50,000/$300,000);
- after year two the property decreases in value by 10% ($450,000), the value of the equity attributable to investor in the Sub-Fund will decrease by 16.67% (i.e. 1 – ($250,000/$300,000)).

7.8 Looking Forward - Improved Liquidity

DomaCom may make a market in the Units. This means that DomaCom may from time to time make offers to purchase and sell Units. However, DomaCom does not otherwise guarantee that it will make any offer to purchase Units and may elect to only do so if there are potential buyers of the Units from DomaCom.

For more details relating to DomaCom making a market, please refer to the Financial Services Guide on the DomaCom Website.

7.9 Additional Features

The DomaCom Fund offers the following features to make it easy for Investors to manage their account and keep track of their investments:

- Direct debit – for authorising DomaCom to debit an Investor's nominated account directly to make their initial and/or additional investments;
- BPAY® - for making investments electronically;
- Viewing accounts online – for easy online access to information about an Investor's investment; and
- Accredited adviser – all Investors must be advised by a person accredited by DomaCom. Investors can appoint their adviser to act on their behalf in relation to their investment if they wish. Please note that advisory fees may be incurred further to product fees stipulated in this disclosure document in the event an adviser is appointed.

8 Risks of investing in the DomaCom Fund Explained

8.1 What is risk?

Understanding investment risk is a key component to successfully developing an Investor's investment strategy. Before Investors consider their investment strategy it is important that Investors understand the following:

- all investments are subject to risk;
- different investment strategies carry different levels of risk depending on the underlying assets that make up the strategy;
- assets with the potential for the highest long-term returns may also carry the highest level of short-term risk;
- the value of an Investor's investment will go up and down in accordance with the value of the Underlying Property referable to the Sub-Fund(s) that Investors have invested in;
- returns are not guaranteed;
- Investors may lose money;
- a tenant may not be found for the Underlying Property and Gross Income may not be generated resulting in Unit Holders incurring costs associated with owning the Underlying Property (and if the Underlying Property remains untenanted for an extended period, the Underlying Property may have to be sold and the Sub-Fund wound-up to settle debts);
- past returns from the property or other investment markets are no indication of future returns;
- the law affecting registered Managed Investment Schemes may change in the future; and
- an Investor's personal investment risk tolerance is determined by an Investor's goals, age and investment time frame and these factors will all have an important impact on an Investor's decision.

8.2 DomaCom Sub-Fund Specific Risks

These are risks specific to each Sub-Fund and the individual properties in which these Sub-Funds invest.

Failure to rent an Underlying Property

There is a risk that the Property Manager may not be able to find a tenant to lease the Underlying Property. If this occurs, it is likely that there will be no Distributions paid by the Sub-Fund. There is also a risk that tenants may not be able to be found for all parts of the Underlying Property, resulting in Net Income being lower than anticipated or there being no Net Income at all (and potentially costs to be covered by the Unit Holder subscribing for subsequent Units).

If an Underlying Property is untenanted (or only partially tenanted) when it is purchased, and DomaCom considers that there may be insufficient Gross Income to cover costs relating to the Underlying Property, DomaCom will require investors to fund Provisional Amounts which reflects an estimate of the costs that DomaCom expects will be incurred until a tenant is found and as a reserve amount for situations where the repairs and maintenance are over and above the norm and for situations where unexpected costs occur. If the Provisional Amounts are insufficient to pay such costs, then the Responsible Entity may issue further Units in the Sub-Fund to Unit Holders. If not all Unit Holders subscribe for the further issue of Units, then the Responsible Entity may offer the remaining Units to Investors for subscription. If not all new Units are fully subscribed the process fails and the Responsible Entity will be entitled to wind-up the Sub-Fund and sell the Underlying Property to settle any debts.

Liquidity risk

Investors will have no rights to withdraw from any Sub-Fund until the Sub-Fund is terminated and the Underlying Property is sold. A Sub-Fund will be terminated on the earlier of:

- the date the DomaCom Fund is terminated;
- the date determined by a resolution of Unit Holders in that Sub-Fund that hold at least 75% of all Units on issue in that Sub-Fund;
- at the expiration of 5 years (unless otherwise specified in a Campaign and SPDS) from the Settlement unless extended by an ordinary resolution of Unit Holders in that Sub-Fund (present in person or by proxy); and
- the date determined by the Responsible Entity as the date on which the Sub-Fund is to be terminated, being a date at least 30 days after the date of the provision of notice of such termination to all Unit Holders in that Sub-Fund.

Campaign Costs Risks

An Investor that participates in a Campaign and has had an Active Bid which fails to result in the formation of a Sub-Fund will be liable (in a proportion that is equal to the amount of their bid divided by the sum of all Active Bids at the time the Campaign costs were incurred) for the due diligence cost incurred by DomaCom with respect to the Underlying Property to which the Campaign related.

Risks of damage to or loss of an Underlying Property

There are a range of events that can impact the value of any Underlying Property referable to a Sub-Fund – ranging from acts of God (fire, flood, earthquake other natural disasters) through to accidents, negligence and failures of maintenance. These events may negatively impact the value of an Underlying Property which in turn will negatively impact the value of the Units in the corresponding Sub-Fund.

Whilst DomaCom cannot entirely remove such risks, it seeks to mitigate these risks by:

- ensuring that all Underlying Properties are properly insured and that the DomaCom Fund's interest is noted on the insurance policies; and
- allocating Property Managers to all Underlying Properties and requiring annual inspections of those properties.

Costs risk associated with each Underlying Property

Each Underlying Property will incur its own unique costs in relation to the acquisition, the maintenance and the repair of that Underlying Property. As a consequence, all Investors should be particularly aware of the age and condition of the Underlying Property that they are interested in investing in.

There will also be costs associated with the management of the Underlying Property, such as the fee paid to the Property Manager and costs associated with entering into leases.

If a Sub-Fund's expenses relating to an Underlying Property cannot be funded from the Gross Income of the Sub-Fund, Investors will be given the opportunity to subscribe for Units in the Sub-Fund to fund those expenses pro rata to their Unit holding in the Sub-Fund. If:

- a Unit Holder does not take up additional Units offered or does not take up a portion of the further Units offered that is equal to the portion of all of the Units in the Sub-Fund that a Unit Holder already holds and another Unit Holder or a third party acquires those Units, the Unit Holders' interest in the Sub-Fund will be diluted; or
- not all of the further Units in the Sub-Fund are subscribed then the Responsible Entity may wind up the Sub-Fund.

The risk associated with the value of each Underlying Property

Each individual Underlying Property referable to a Sub-Fund could be negatively impacted due to an Underlying Property specific event. For example, changes to local zoning rules or aircraft flight paths or the building of council related facilities nearby are just a short list of the type of changes that could affect the value of an Underlying Property.

"Off The Plan" Developer Failures

For Sub-Funds investing in "Off the plan" properties, there is a risk that the underlying developer of the property may not be able to complete the development. Whilst DomaCom conducts Due Diligence on developers to mitigate this risk, there is no guarantee that any given developer will not fail.

"Off The Plan" Settlement Time

Where Sub-Funds invest in "Off the plan" properties, the settlement period for these properties is often a lot longer than the settlement period for existing properties.

"Off The Plan" Pricing Risks

Where Sub-Funds invest in "Off the plan" properties, there is a risk that the property built is valued less at the time of settlement than the original contracted purchase price. Further the assumptions on which such valuations are based may prove to be inaccurate.

"Off The Plan" Delivery Risks

Where Sub-Funds invest in "Off the plan" properties, there is a risk that the property built does not match the property as described by the developer in the development plan. This may affect the valuation of the delivered property.
If the variation is significant then the Custodian (on behalf of the Sub-Fund) may not proceed with the contract (if it has a right to terminate) or there may be a dispute with the vendor. Any settlement money held for a Sub-Fund may be used to fund a dispute with the vendor and if such money is not sufficient a supplementary raising for the Sub-Fund may be required.

The risk associated with the return from each Underlying Property

There is also a risk that the income return of a Sub-Fund may be different from the rent that could otherwise be earned if a direct investment was made in an equivalent property due to normal supply and demand forces for rental space in the local area (for example where a property is listed by a Vendor that offers to rent the property post Settlement or where the property is subject to an existing lease that will not be terminated at Settlement).

The rent earned in relation to an Underlying Property will initially be held by the Property Manager, before being paid to the Custodian. There is a risk that the Property Manager may not pay the rent to the Custodian. This risk is mitigated by the indemnity given to the Responsible Entity by DomaCom under the investment management agreement (see section 12.1(b) of this PDS for more information).

Counterparty Risks

There is the risk that counterparties to contracts that the Responsible Entity or DomaCom has entered into on behalf of the DomaCom Fund (e.g. property maintenance organisations, administration service provider, property management agreements etc.) fail to comply with their obligations (e.g. failure to maintain an Underlying Property). Failure of a counterparty to comply with contractual obligations could have a negative impact on the income of the relevant Sub-Fund or the value of an Underlying Property and/or the value of an Investor's investment in the DomaCom Fund.

Failure to proceed with a Sub-Fund

The DomaCom Fund relies on a series of contractual and other relationships in order to simulate an investment in real property.

For example, Vendors are required to enter into contracts for the sale of their properties with the Responsible Entity so that the DomaCom Fund may be able to acquire a specific Underlying Property that Investors have identified as the Underlying Property that they wish to have their investment linked to prior to an investment in a Sub-Fund being made. Accordingly, if any one of the parties to any one of the contracts that are required to give effect to the ultimate transaction fail to proceed or are in breach of their obligations, there is a risk that such failure could mean that DomaCom will not proceed to establish the relevant Sub-Fund.

Further, if there are insufficient Investors interested in investing in a Sub-Fund, then that

Sub-Fund for which Investors have nominated will not be formed and Investors will not be able to ultimately invest in the Sub-Fund referable to that Underlying Property. Investors who have bid for the proposed Sub-Fund may be liable for costs incurred towards the establishment of the proposed Sub-Fund, even though the Sub-Fund is not ultimately created. See the Supplementary PDS for the proposed Sub-Fund for more information.

Borrowing Risks

There are various risk associated with using loans to finance the acquisition of a Property. These risks include:

- Fluctuations in inflation and interest rates may affect the income and resale value of a Property.
- Using a loan to assist in financing the acquisition of a Property increases the potential for gains and losses in respect of an investment in a Sub-Fund. That is, if the Property increases in value then Unitholders should receive an even higher percentage increase in the value of their capital invested. However, if the Property decreases in value, borrowing also accentuates the potential losses.
- If the term of the Sub-Fund extends beyond the term of the loan, the loan will need to be renegotiated or refinanced at the end of the term of the loan. The interest payable under the renegotiated or refinanced loan may increase or decrease, thus affecting the performance of the Sub-Fund. There is no certainty that the loan will be able to be refinanced.
- Interest will still need to be paid even if the Property is vacant. This will mean that interest will need to be funded from reserves (if any), investors will need to contribute further equity to pay interest charges or the Property will need to be sold.
- Generally the financier will be provided with an irrevocable proxy by Unitholders in a Sub-Fund which will:
    - apply in the event of a default under the terms of the loan agreement with the financier; and
    - empower the financier to direct the Responsible Entity to wind up the Sub-Fund (which will involve the sale of the Property).

However, the specific arrangements that will apply in respect of a particular Sub-Fund will be set out in the SPDS for the Sub-Fund.

8.3 DomaCom Fund Specific Risks

The following is a summary of what DomaCom considers to be the significant risks of investing in the DomaCom Fund and its underlying investments. Investors should carefully consider the following significant risk factors that may affect the performance of the DomaCom Fund, before making a decision to invest in the DomaCom Fund.

Interest rate risk in the Cash Pool

Interest rates fluctuate from time to time, depending on a range of circumstances wholly outside the control of DomaCom and the DomaCom Fund. Changes in interest rates may have a negative impact, either directly or indirectly, on investment returns.

Cash that is held in the Cash Pool within the DomaCom Fund will initially be invested with ANZ at the ANZ Official Cash Rate plus 0.58% for Retail Clients. Interest is calculated daily and paid monthly on all accounts maintained by the Bank. Interest rates can, and do, vary at any time. In the future, the Responsible Entity may consider that it is in Investors' best interests to invest the Cash Pool in another account, which may have different interest arrangements.

Failure to offer to purchase Units

Units issued in each Sub-Fund are not redeemable. DomaCom may make a market in the Units. This means that DomaCom may from time to time make offers to purchase Units.

However, DomaCom does not guarantee that it will make any offer to purchase Units and may elect to only do so if there are potential buyers of the Units from DomaCom.

Any investment decision must take into account and be made on the basis that DomaCom may never offer to purchase your Units.

Key Person Risk

There is the risk that key individuals at DomaCom are no longer able to fulfill their obligations in respect of the investment or administration of the DomaCom Fund. The performance of the DomaCom Fund may be dependent on the management skill of one or more individuals. If key personnel are no longer able to fulfill their obligations there is a risk that DomaCom may not be able to find suitably qualified replacement personnel and the performance of the DomaCom Fund may suffer as a result.

Limited operating history risk

The DomaCom Fund is a newly formed fund with no operating history upon which Investors can evaluate its likely performance. There can be no assurance the DomaCom Fund will achieve any of an investor's investment objectives.

Change to Responsible Entity

The Responsible Entity may retire or be removed as responsible entity of the DomaCom Fund, and there is a risk that there may be no other person willing or available to become the responsible entity. When Unit Holders approve the change of Responsible Entity to another entity for a Sub-Fund or pass an extraordinary resolution to change the Custodian, the DomaCom Fund will be terminated.

Reliance on platform technology

The DomaCom Fund relies on an online technology solution which is delivered by DomaCom to facilitate the transactions that are required to give effect to its unique investment model. If DomaCom ceases to provide this service or is removed as the

investment manager by the Responsible Entity there may not be any alternative provider able to provide an appropriate technology solution.

8.4 General Risks

The main risks that typically affect all investments are:

General Market and Economic Risk

All investment returns are influenced by the performance of the market in which the underlying investments are exposed. The forces of supply and demand, interest rates, global events and the state of the domestic economy can all have an impact on both the value of investments in various markets and the returns generated by these investments.

Events including changes in economic, social, technological or political conditions, together with market sentiment may have a negative effect on the pricing or value of investments within a particular market. An Investor should consider the possible impact of these types of market events on Australian property values prior to making any investment decision.

General Property Market Risk

Due to the nature of the product, general property market risk must be considered as a major factor impacting any investment in this product. The whole property market may decline, reflecting trends in Australian or overseas markets due to a range of factors including but not limited to the over-supply of real estate, changes in building regulations, demographic changes, interest rate movements, general economic conditions reflecting a downturn and market sentiment. Due to the nature of the investment a general downturn in the property market can potentially cause a reduction in the value of an Underlying Property and ultimately a reduction of the value of the investment in a Sub-Fund. The value of Underlying Property may be impacted by changes in the official cash rate as determined by the Reserve Bank of Australia due to a range of factors such a Australian and overseas interest rates, market liquidity, exchange rates, fiscal policy and other economic, political and social changes.

Legal and Regulatory Risk

There is a risk that domestic or international laws or regulations may change, adversely impacting the regulation of the DomaCom Fund and resulting in less rigorous regulatory supervision of transactions and the reporting that is performed by managers and their custodians. Legal risk also includes the risk of losses occurring as a result of legal issues, principally losses arising out of the non-enforceability or non-enforcement of contracts. Non-enforcement may arise from insufficient documentation, insufficient capacity or authority of a counterparty, uncertain legality or unenforceability resulting from bankruptcy or insolvency.

Whilst neither the Responsible Entity nor DomaCom can predict either the likelihood of the occurrence of, or the specific outcome of any of these risks, there is a possibility that due to any of these factors the performance of the DomaCom Fund may be negatively impacted.

9 Becoming an Investor - the Investment Process

The following section provides Investors with details of how to become an Investor in the DomaCom Fund.

The DomaCom Fund consists of the Cash Pool (consisting of a Retail Cash Pool and a Wholesale Cash Pool) together with Sub-Funds.

Each Sub-Fund that is created holds an investment in only one Underlying Property.

Step 1: Seek Advice

Before deciding to invest in the DomaCom Fund Investors must have sought advice from a person (such as a licensed financial adviser or accountant) who has been accredited by DomaCom to advise on the DomaCom Fund. Please note that advisory fees may be incurred further to product fees stipulated in this disclosure document in the event an adviser is appointed.

Step 2: Open a Cash Account

An Investor can only invest in the DomaCom Fund if the Investor first opens a Cash Account and deposits at least the minimum investment amount of $2,500 in the Cash Pool.

In order to open a Cash Account and deposit money into the Cash Pool, Investors must complete an Application Form that accompanies this PDS and which is available at the DomaCom Website. Completed Application Forms must be received by 2.00 p.m. on a Business Day in order for the Application Form to be considered to have been received on that day. Application Forms received after 2.00 p.m. on a Business Day are deemed to have been received on the following Business Day prior to 2.00 p.m.

The minimum initial investment into the DomaCom Fund is $2,500. This investment is subject to a Cooling-Off Period of 14 days.

Once a Cash Account is opened, any additional investment in the DomaCom Fund must be a minimum of $2,000.

Once DomaCom receives a completed Application Form it will place the application money into a non-interest bearing holding applications account while it processes the application. If DomaCom cannot open an Investor's account within a month (for example, because an Investor has not been able to provide all information needed), then the application money will be returned in accordance with the law.

When DomaCom opens an Investor's account in the DomaCom Fund, it will also open the Investor's online account which will enable Investors to view their investments, download reports and retrieve their emails from DomaCom. For more details please refer to the Application Form accompanying this PDS which is available electronically from the DomaCom Website.

Step 3: Find Sub-Fund Investment(s)

Once the Cooling-Off Period has expired and an Investor's funds have been cleared, Investors will be able to make an investment in one or more Sub-Funds.

To help Investors find an Underlying Property that is of interest to them, the DomaCom Website lists details of the Underlying Properties that are available for investment through the DomaCom Fund. Each listing includes:

- details regarding the type, location and general description of the Underlying Property;
- Indicative Market Data obtained by DomaCom; and
- whether or not the Sub-Fund that will hold the Underlying Property will be geared.

Investors may also request that DomaCom list a property on the DomaCom Website if they are interested in investing in that property through a Sub-Fund.

In order to invest in a Sub-Fund, Investors must read the Supplementary PDS that applies to that Sub-Fund.

Step 4: Campaign for a Sub-Fund

Once Investors identify the Underlying Property in which they wish to invest, Investors can register their expressions of interest by specifying:

- the amount that the Investor would be prepared to invest (**Investment Amount**) if they participated in the Sub-Fund, such amount being a proportion of the purchase price of the Underlying Property (and which must be a minimum of $2,000;
- the maximum and minimum purchase price of the Underlying Property at which the Investor is willing to participate in the Sub-Fund (**Offer Price**); and
- The amount (if any) that investors in conjunction with their adviser require to borrow (up to a maximum of 50% Loan to valuation ratio and meet the minimum interest cover ratio at an individual credit facility level and at a Sub-Fund level of 1 times income (including cash reserves) which must in turn be approved by the Financier and the Responsible Entity

As part of the process to determine the Campaign Price, multiple Investors will make Offer Price bids at different Offer Price ranges, which will establish one or more Interim Campaign Prices.

The **Interim Campaign Price** is the Offer Price that has the highest percentage of corresponding Investment Amounts (in aggregate) pledged to it (where that percentage is less than 100% of the Offer Price). If there are multiple Offer Prices with that same percentage of Investment Amounts pledged, then the highest Offer Price is the Interim Campaign Price.

The Interim Campaign Price is likely to continue changing until such a time as the Campaign process achieves 100% expressions of interest (including any gearing) at a particular Offer Price, at which time the Interim Campaign Price becomes the Campaign Price.

The 100% expressions of interest threshold will include all Investors who have expressed an interest at a maximum Offer Price equal to or above the Campaign Price, and will exclude any Investor whose minimum Offer Price is higher than Campaign Price.

If the Campaign process identifies 100% expressions of interest at a number of Offer Prices at the same time, the highest Interim Campaign Price will become the Campaign Price.

All Investors that participate in a Campaign and have an Active Bid at the time that Campaign costs are incurred will be liable for Campaign costs (see Step 5 below). Investors are required to also nominate a minimum Offer Price. The minimum Offer Price is the value that an Investor determines as being the lowest purchase price at which an Underlying Property could reasonably be purchased. If Investors include realistic minimum Offer Prices at which they are prepared to participate in the Campaign, it reduces the possibility of participating in the Campaign at an unrealistic Interim Campaign Price and unnecessarily incurring Campaign costs for a Campaign that will ultimately fail (and result in Campaign costs being borne by Investors with an Active Bid at the time the Campaign costs are incurred).

If an Interim Campaign Price exceeds the maximum Offer Price at which an Investor is prepared to participate, then an Investor's bid will become an Inactive Bid.

For example, say Investors make the following bids to express their interest:

	Bid	Maximum Offer Price	Minimum Offer Price
Investor 1	$200,000	$550,000	$500,000
Investor 2	$300,000	$500,000	$500,000
Investor 3	$200,000	$490,000	$480,000

In this example, the Campaign Price discovery process indicates that there is sufficient interest to acquire the Underlying Property at $500,000. A maximum Offer Price of $500,000 would become the Campaign Price and Investors 1 & 2 would be invited to subscribe for Units under a Supplementary PDS. Investor 3 would not be invited to subscribe for Units under the Supplementary PDS as the Campaign Price is higher than the maximum Offer Price nominated in their expression of interest.

By making a bid, Investors authorise DomaCom to make the amount of their bid (plus an estimate of their proportionate share of Campaign costs, Acquisition Costs, Settlement Costs, Provisional Amounts and upfront Financing costs) unavailable for withdrawal from their Cash Account (Quarantined Funds). As at the date of this PDS, DomaCom estimates that an Investor's share of Campaign costs, Acquisition Costs, Settlement Costs

and Provisional Amounts will generally be approximately 8% of the Investor's Investment Amount. Investors will be informed at the time they make their bid of the actual Campaign costs, Acquisition Costs, Settlement Costs, Provisional Amounts and upfront Financing costs percentage estimate to be used in determining the amount to be quarantined. An Investor will not be permitted to bid if there are insufficient funds in their Cash Account to cover the actual Campaign costs, Acquisition Costs, Settlement Costs, Provisional Amounts and upfront Financing costs. An Investor will continue to earn interest on their Quarantined Funds over this period.

Step 5: DomaCom Due Diligence Enquiries

As Investors make bids in respect of an Underlying Property using the Campaign process, a number of pre-purchase inspections will be undertaken when the Campaign reaches certain thresholds:

- When the aggregate of the applicable Investment Amounts pledged reaches 30% of an Interim Campaign Price, DomaCom will undertake an initial preliminary level of due diligence enquiries with respect to the Underlying Property.

- When the aggregate of the applicable Investment Amounts pledged reaches 50% of an Interim Campaign Price, DomaCom will commence its final due diligence enquiries with respect to the Underlying Property.

Once these thresholds have been reached, the due diligence process is not affected by any later change in the Interim Campaign Price (even if the relevant percentage of the later Interim Campaign Price has not been reached).

If any of DomaCom's due diligence enquiries raise any issues considered by DomaCom to be significant, DomaCom will cancel the Campaign.

See section 3.3 for an explanation of how Interim Campaign Prices and Campaign Prices are calculated.

If a Campaign fails and a Sub-Fund is not established for the Underlying Property, Investors that had an Active Bid when the Campaign costs were incurred will be liable for these costs (in a proportion that is equal to the amount of their bid divided by the sum of all Active Bids at the time the Campaign costs were incurred).

Step 6: Purchase Commitment

Subject to DomaCom's right to cancel a Campaign (see Step 5 above), if a Campaign results in the determination of a Campaign Price for the Underlying Property, a Supplementary PDS will be issued and Investors with an Active Bid will be invited to subscribe for Units in a Sub-Fund (to be established if DomaCom is successful in procuring the purchase of the Underlying Property).

Investors will receive an email advising them that the Supplementary PDS has been issued and directing them to a link on the DomaCom Website to obtain a Supplementary PDS. In

order to invest in the Sub-Fund for that Underlying Property, an Investor will need to accept the offer to subscribe in Units contained in the SPDS by completing the online Sub-Fund Application Form and clicking the "Confirm" button on the screen displaying the Supplementary PDS. Once an Investor completes and submits the online application, an Investor cannot withdraw their bid.

If an Investor does not complete and confirm their Sub-Fund Application Form then the Investor has not contributed their Investment Amount to the proposed Sub-Fund, which means the Campaign Price will not be achieved, and the Campaign costs incurred by DomaCom with respect to its initial and final due diligence enquiries will be borne by all of the Investors with Active Bids at the time the Campaign costs were incurred. Investors do not incur Campaign costs in relation to any period where their bid is an Inactive Bid.

Once an offer to subscribe for Units under a SPDS is accepted, an Investor's remaining Quarantined Funds will remain Quarantined Funds until one of the following three events occur:

- the listing fails to attract enough Investor subscriptions to take up the entire offer within the allotted Listing Period of up to 90 days. DomaCom can extend the Listing Period at its discretion, for a further 10 days, if it believes that the capital raising can be successfully completed within the additional time period;
- Settlement fails to proceed after the Contract of Sale has been entered into. (In this case, a portion of the Quarantined Funds will already have been exchanged for Units to pay the deposit and Campaign costs, but the remaining portion will have remained quarantined); or
- the deposit is paid in respect of the Underlying Property and settlement occurs (in which case an Investor's Quarantined Funds will be used to pay the deposit and the balance on settlement (adjusted to reflect the actual Purchase Price, Campaign costs, Acquisition Costs, Settlement Costs, Provisional Amounts and upfront Financing costs) with Units issued to the Investor upon payment of the deposit and the balance) (See Steps 7 and 8 below for more details).

If some Investors do not subscribe for their Units, then the Campaign will fail and the offer to invest in the Underlying Property will be withdrawn. The SPDS will therefore be withdrawn. At such time, Quarantined Funds (less the relevant Investor's proportionate share of Campaign costs, where applicable) will be released to all Investors who had participated in the failed Campaign. Investors may commence a new Campaign process via the listing page for the Underlying Property if they wish, with the benefit of reduced Campaign costs given due diligence would have already been undertaken in respect of the Underlying Property.

Note: If a Campaign fails, Investors who at any time had Active Bids will pay for their share of the Campaign costs incurred by DomaCom. Where an Active Bid was made and the bid was subsequently withdrawn or became an Inactive Bid, the Investor will only be liable for their share of the Campaign costs incurred prior to the withdrawal of their bid or their bid becoming an Inactive Bid.

Step 7: Purchase Property

Once Investors subscribe for an amount equal to the Campaign Price (plus costs and expenses less the amount of any gearing) via the acceptance of applications under the Supplementary

PDS, DomaCom will appoint a buyer's advocate to commence negotiations with the Vendor for the purchase of the property.

If DomaCom is not successful in arranging the purchase of the property, Investors that have committed to subscribing for Units in the Sub-Fund will pay for the due diligence enquiries undertaken by DomaCom from their Quarantined Funds.

If DomaCom is successful in arranging the purchase of the Underlying Property, at the point of exchange of contract for the purchase of the property, then the Responsible Entity will:

- instruct the Custodian to enter a Contract of Sale to purchase the Underlying Property and pay the deposit and Campaign costs incurred to reach this stage;
- create the Sub-Fund;
- issue Units in the Sub-Fund to Investors (a portion of the Quarantined Funds (sufficient to pay the deposit on the Underlying Property and Campaign costs) will be paid as consideration for those Units).

Step 8: Settlement

For "off the plan" properties, Settlement will occur in stages that will be set out in the Supplementary PDS. Examples of settlement stages would include:

- land settlement;
- planning approval;
- construction commencement;
- construction completion;
- sales settlement; and
- project finalisation.

For existing properties, settlement involves a number of steps. The Responsible Entity will:

- issue Units in the Sub-Fund to Investors (the remaining Quarantined Funds will be paid as consideration for those Units);
- use these funds to pay the Vendor the balance of the Purchase Price for the Underlying Property and to pay the Acquisition Costs, Settlement Costs, Provisional Amounts and upfront Financing costs; and
- secure the Sub-Fund's investment in the Underlying Property by completion of the purchase of the Underlying Property and registration of the Custodian as registered proprietor of the Underlying Property. If the purchase of the Underlying Property does not settle, the Responsible Entity will consider its options, including taking action to recover its costs.

Step 9: Appointing a Property Manager and finding a tenant

- DomaCom will arrange for the appointment of a local Property Manager to manage the property and find a tenant. The Custodian may appoint a Property Manager to be its agent if the Responsible Entity so directs.

Consumer Advisory Warning

DID YOU KNOW?

Small differences in both investment performance and fees and costs can have a substantial impact on your long term returns.

For example, total annual fees and costs of 2% of your Account balance rather than 1% could reduce your final return by up to 20% over a 30 year period (for example, reduce it from $100,000 to $80,000).

You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs.

You may be able to negotiate to pay lower administration fees. Ask the fund or your financial adviser.

TO FIND OUT MORE...

If you would like to find out more, or see the impact of the fees based on your own circumstances, the Australian Securities and Investments Commission (ASIC) website (www.moneysmart.gov.au) has a managed investment fee calculator to help an Investor check out different fee options.

This table shows fees and costs that an Investor may be charged. These fees and costs may be deducted directly from an Investor's money or from the returns on an Investor's investment in the DomaCom Fund.

Tax information is set out in section 11 of this PDS.

An Investor should read all of the information about fees and other costs before making a decision to invest in the DomaCom Fund, because it is important to understand their impact on an Investor's investment.

The DomaCom Fund's reporting year is the financial year commencing on the 1st of July each year. References to "per annum" relate to the financial year. All amounts are GST inclusive and net of any reduced input tax credits unless otherwise stated.

Fees Payable

DomaCom Fund

Type of Fee or cost	Amount	How and When Paid
Fees when your money moves in or out of the managed investment product		
Establishment fee The fee to open your investment.	Nil	Not applicable
Contribution fee The fee on each amount contributed to your investment.	Nil	Not Applicable
Withdrawal fee The fee on each amount you take out of your investment.	Nil	Not Applicable
Exit fee The fee to close your investment.	Nil	Not Applicable
Management Costs		
Management Fees* The fees and costs for managing your investment	0.22% per annum of the value of the cash held in your Cash Account and 0.88% per annum of the Gross Asset value of your investment in each Sub-Fund.	Fees payable to the Responsible Entity are calculated on a daily balance and payable in arrears from the assets relevant Sub-Fund(s) on a monthly basis.
Expense recoveries*	The Responsible Entity can recover all expenses properly incurred by the Responsible Entity in relation to the DomaCom Fund. This is determined on a Sub-Fund by Sub-Fund basis based on the actual expenses incurred in relation to the Sub-Fund. The Responsible Entity does not intend to recover any of these expenses however may do so in the future as disclosed in the SPDS.	Expenses will be recovered monthly in arrears as a deduction from the Gross Income of the Sub-Fund.
Service fees		
Investment switching fee The fee for changing investment options.	Switching feature not available	Switching feature not available

*Different Management Fees may be negotiated with Wholesale Clients

#Expenses does not include transactional and operational costs (see below) which will be charged in addition to the management costs above.

Example of Ongoing Annual Fees and Costs for the Cash Pool and a Sub-Fund

Simple Example of Annual Fees and Costs

This table below gives an example of how the fees and costs in the Cash Pool affect your investment over a 1 year period. You should use this table to compare the DomaCom Fund with other managed investment products.

The example is for illustrative purposes only, and makes the following assumptions:

- Balance in an Investor's Cash Account of $50,000 for the year
- The Investor has not invested in any Sub-Fund
- An additional contribution of $5,000 is made to the Cash Pool during the year.

Example – the Cash Pool		Balance of $50,000 with a contribution of $5,000 during year
Contribution Fee	Nil	For every additional $5,000 you put in, you will be charged $0
Plus Management Cost Management Fee on the Cash Pool	($50,000 x 0.22%) = $110	And, for every $50,000 you have in the Cash Pool you will be charged $110
Equals cost of the Cash Pool		If you put in $5,000 during the year and your balance in the Cash Pool was $50,000, then for that year you would be charged fees of: $110* What it costs you will depend on the Sub-Fund(s) you choose and the fees you negotiate

* Additional fees may apply, such as fees associated with any Sub-Fund you invest in.

Establishment fee – nil

Additional explanation of fees and costs

Additional Example of Annual Fees and Costs (for illustrative purposes only)

As the ability to invest in Sub-Funds is a key feature of the DomaCom Fund, the following additional example illustrates how the ongoing fees and costs in the DomaCom Fund can affect an Investor's investment over a 1 year period where that Investor has made an investment in a Sub-Fund.

This example assumes the following:

- An Investor made an initial deposit in their Cash Account (in the DomaCom Fund's Cash Pool) of $50,000.

- Once these funds are cleared, taking into account the Cooling-Off Period, the Investor bids $20,000 to purchase a property at a value of $200,000. Allowing for the Campaign Cost and Settlement Cost estimate of 8%, a total of $21,600 will be quarantined once the bid has been made.

- Assuming we are successful in purchasing the Underlying Property for $200,000 and that the actual Campaign costs and Settlement costs were 8% of the Purchase Price, then the total purchase cost is $216,000 and the Investor will be issued with 21,600 Units, representing 10% of the Units in the Sub-Fund.

- The annual rate of rent being paid by the tenant is 3.5%.

- For the sake of simplicity the example assumes the Sub-Fund settled the day that the Investor's funds in the Cash Pool cleared despite the fact that the Listing Period could be as long as 90 days and considerable time might then lapse before Settlement actually occurs.

- Repairs to the Underlying Property during the year totalled $1,000.

- Property management, insurance and other direct property expenses amount to $1,000 per year. The Property Management Fee (the fee payable to the Property Manager appointed in relation to an Underlying Property) for the year was 6% of the Gross Income of the Sub-Fund.

The effect of Fees and Charges at the Unit Holder Level

FEE TYPE	Fee Calculation	Dollar Costs
Establishment Fee	Nil	No Establishment fees are payable
Contribution Fee	Nil	No Contribution fees are payable
Management Fees – Cash Pool (MF Cash Pool)	0.22% per annum on investor balance in the Cash Pool	Cost = MF Cash Pool x Cash Pool Balance • $62.48 0.22% x $28,400
Management Fees (MF Sub-Fund)	0.88% per annum on the Gross Asset Value of the Sub-Fund	Cost = MF Sub-Fund x Sub-Fund Gross value • $176 0.88% x $20,000 (10% x $200,000 = $20,000)

The Gross Income of the Sub-Fund for the year would have been $7,000 (3.5% of $200,000).

The Sub-Fund's total Management Fees for the year (i.e. the total paid by all Investors in the Sub-Fund assuming no borrowings) would have been $1,760 (0.88% of $200,000).

The Sub-Fund's total Property Management Fees for the year (recovered as an expense out of the Gross Income of the Sub-Fund) would have been $420 (6% of the rent of $7,000).

The Net Income of the Sub-Fund at the end of the year, amounts to $4,580 ($7,000 less $420 Property Management Fees and less repairs and Underlying Property costs of $2000).

After the deduction of the $1,760 Management Fees, the net Distribution made to Unit Holders of the Sub-Fund would be $2,820 of which the Unit Holder in this example would receive approximately $282.

All Unit Holders will be able to view an Expense Statement providing details of the expenses incurred in the previous month, including those costs incurred in repairing and maintaining the Underlying Property referable to the Sub-Fund.

Management Fees

The Management Fees are the fees payable to Perpetual Trust Services Limited as Responsible Entity of the DomaCom Fund. The Responsible Entity pays fees payable to the Investment Manager, the Custodian and the Administrator from its Management Fee. The Responsible Entity may also outsource various other services to third parties.
With the exception of Property Management Fees and out-of-pocket charges relating to the DomaCom Fund's costs relating to the Underlying Property, all these costs are paid by the Responsible Entity from its Management Fee.

If an Investor withdraws money from the Cash Pool, withdraws from a Sub-Fund or a Sub-Fund is terminated on a day other than the last day of the month, the Responsible Entity will be entitled to the Management Fees calculated and payable on a pro rata basis up to and including the date of such withdrawal from the Cash Pool, withdrawal from a Sub-Fund or termination of a Sub-Fund (as applicable).

Fee increases and alterations

Fees and charges are current at the date of this PDS. The Responsible Entity may increase fees up to the maximum amounts permitted under the constitution of the DomaCom Fund (**Constitution**) for new investments. There is no limit on the amount of expenses the Responsible Entity can recover from the assets of the DomaCom Fund. For more details regarding fee increases and alterations please refer to the section entitled "Additional Information".

If it decides to recover expenses, this will be disclosed in the SPDS. The Responsible Entity will provide Investors with at least 30 days' notice of any other increases in fees before they take effect, to allow Investors to make other arrangements.

Under the Constitution, the Responsible Entity may accept lower fees than it is entitled to receive or may defer payment for such period and on such terms as it determines from time to time.

The Responsible Entity does not intend to alter the fees described in this PDS during the life of this PDS, except to set out the Provisional Amounts that may be required from the Investor up front in respect of a particular Underlying Property's expenses in the relevant Supplementary PDS.

Expense recoveries

The Responsible Entity is entitled under the Constitution to be reimbursed out of the assets of the DomaCom Fund for a broad range of costs and expenses properly incurred in relation to the DomaCom Fund.

These expenses typically include costs incurred in connection with the establishment of the DomaCom Fund or Sub-Fund, Investor communications, Unit pricing, auditors' fees, compliance costs and PDS preparation.

The Responsible Entity is entitled to be indemnified out of the DomaCom Fund for any liability properly incurred by the Responsible Entity in operating the DomaCom Fund. The Responsible Entity has recourse to DomaCom if the assets in the DomaCom Fund are insufficient to indemnify the Responsible Entity.

A list of expenses that may be reimbursed to the Responsible Entity out of the DomaCom Fund is set out in the Constitution of the DomaCom Fund. A copy of this Constitution may be obtained from DomaCom or the Responsible Entity on request.

If an Investor requests that the Responsible Entity withdraws the Investor's entire balance in the Cash Pool, the Responsible Entity may deduct the Investor's proportional share of any ascertainable expenses from the amount withdrawn from the Cash Pool by the Investor based:

(a) on the value of the assets of the Cash Pool at the time of the withdrawal; and

(b) on a proportional time weighted basis,

even though the expense may not yet have been incurred by the Responsible Entity at the time of the withdrawal (as though the Expense had been accrued), provided that such ascertainable expenses relate to, or are referable to, the period that the Investor will have an investment in the Cash Pool.

Transactional and operational costs

As with expenses, the Responsible Entity is entitled to be indemnified out of the DomaCom Fund for any transactional and operational costs properly incurred by the Responsible Entity in operating the DomaCom Fund. The Responsible Entity has recourse to DomaCom if the assets in the DomaCom Fund are insufficient to indemnify the Responsible Entity.
Transactional and operational costs include, but are not limited to:

(a) Campaign Costs
(b) Acquisition Costs
(c) Settlement Costs
(d) Ongoing property running costs
(e) Financing Costs (if the purchase is partly financed by debt)

Transactional and operational costs are additional costs to investors.

The amount of Campaign Costs, Acquisition Costs, Settlement Costs and Provisional Amounts are estimated to be 8% of the Campaign Price. This amount forms part of the Quarantined Funds.

Campaign Costs, Acquisition Costs, Settlement Costs and Financing Costs (if any) that are actually incurred will be charged to Investors who participate in the Campaign process by making a bid. These costs will be charged back to Investors with an Active Bid on a proportionate basis if the Sub-Fund does not proceed, and will be deducted from their Quarantined Funds within 7 days of the Campaign closing date. The allocation to such Investors will be calculated by reference to when they entered and/or exited the Campaign process and the costs that had been incurred at those times. If the Sub-Fund does proceed, these costs will be deducted from the assets of the Sub-Fund usually within 7 Business Days of the Sub-Fund being established.

Ongoing property running costs will be deducted from the assets of the Sub-Fund as and when they are incurred.

Campaign Costs

Campaign costs are pre-settlement due diligence costs generally associated with reviewing the legal status and the general condition of the Underlying Property. For example, costs associated with reviewing the Contract of Sale, undertaking a title search, arranging a building inspection (if required) and pest inspection (if required) and obtaining a property valuation report.

Campaign costs will vary considerably from one Sub-Fund to another based on the type, value and location of each property. These costs will be specified in the SPDS.

Acquisition and Settlement Costs

Acquisition Costs of the Sub-Fund generally involve costs incurred during the purchase negotiation and contract exchange stage. These costs typically include but are not limited to legal costs and buyer's agent costs.

Settlement Costs of the Sub-Fund relate to the types of costs generally associated with Settlement of the Underlying Property purchase. These costs typically include but are not limited to legal costs, stamp duty and council and utility adjustments.

Acquisition Costs and Settlement Costs will vary considerably from one Sub-Fund to another based on the type, value and location of each Underlying Property. The specific or estimated Acquisition Costs and Settlement Costs in relation to the purchase of an Underlying Property in respect of a Sub-Fund will be set out in detail and specified in the relevant SPDS.

Ongoing property running costs

These costs relate to the ongoing property running costs incurred in relation to the Underlying Property which may include costs required to organise a tenant (if an Underlying Property is untenanted or partly untenanted), the Property Management Fee, insurance premiums and costs related to valuation, repair and maintenance of the Underlying Property. These costs are estimated to range between 15% and 30% of the Sub-Fund's Gross Income, but may be outside this range.

A **Provisional Amount** may be maintained for each Sub-Fund as a reserve amount to meet ongoing property running costs for the following types of situations (non-exhaustive):

- Where an Underlying Property is untenanted or not fully tenanted
- Where repairs and maintenance costs are over and above the norm
- other unexpected costs.

The **Provisional Amount** is maintained as an asset of the sub-fund and paid to the relevant Property Manager to cover the ongoing property running costs as and when required. The amount of Provisional Amount which each Sub-Fund may maintain may include:

- An advertising budget equivalent to 2 week's estimated rent;
- Property cleaning equivalent to 1 week's estimated rent;
- An allocation towards the council rates, water rates and land tax (if applicable) equivalent to 1/4 of estimated annual rent;
- Strata fees (if applicable) equivalent to 1/4 of estimated annual rent; and
- Any other expenses identified during the building and/or timber and pest inspection.

DomaCom may require investors to fund Provisional Amounts at the time of Settlement and income earned by the Underlying Property (if any) may be set aside to maintain Provisional Amounts.

The Provisional Amounts may be will vary considerably from one Sub-Fund to another based on the type, value and location of each Underlying Property. Where DomaCom requires investors to fund Provisional Amounts at the time of Settlement, the Provisional Amount will be set out in detail and specified in the relevant SPDS.

Ongoing property running costs are paid from Gross Income of a Sub-Fund or Provisional Amounts in any month. If those amounts are insufficient, the Responsible Entity will offer Unit Holders the opportunity to subscribe for additional Units in the Sub-Fund to cover these costs. If the additional Units are not fully subscribed, the Responsible Entity may offer those additional Units to Investors. If, after this process, the Units for issue are still not fully subscribed for, the Responsible Entity is entitled to wind up the Sub-Fund and sell the Underlying Property to settle the Sub-Fund's debts.

Financing Costs

If a Sub-Fund borrows to purchase the Underlying Property, the Sub-Fund will also incur application fee for debt, legal fees, interest and other financing charges.

Upfront financing costs will be paid from your Subscription money on the issue of Units in the Sub-Fund. All other financing costs will be paid from Gross Income of the Sub-Fund.

Interest and financing costs (if applicable) will be set out in the Supplementary PDS.

Example of Campaign costs, Acquisition costs, Settlement Costs and Provisional Amounts

Detailed below is an example of the Campaign Costs, Acquisition Costs, Settlement Costs and Provisional Amounts are to be incurred by or funded by Investors during a Campaign.

The example assumes a standard brick veneer house and a unit in a modern apartment block. Both properties are assumed to be valued at $600,000 in NSW.

During the Campaign

There are no costs to an Investor to initiate or bid in a Campaign.

Once the sum of Investors' bids total 30% of the Interim Campaign Price, the contract review and title search costs are incurred.

Once these bids reach 50% of the Interim Campaign Price, the remaining costs are incurred.

If an Investor decides to participate in the Campaign from the 30% point to completion, the Investor's share of costs will be based on the total costs incurred during the Campaign.

However, if the Investor decides to withdraw from a Campaign at any time, the Investor's will still be liable for their share of the costs incurred when the Investor had an Active Bid; but only those costs that had been incurred up until the time the Investor withdraws their bid.

The costs that are specific to an investment in a Sub-Fund during the Campaign could include but are not limited to the following (figures shown are estimates for the purposes of this example only. Actual costs in a Campaign may differ from those shown):

Item	House	Unit
Contract review	$250	$250
Title search	$470	$730
Building inspection	$300	$300
Timber pest inspection	$200	not applicable
Building Pre-purchase valuation	$330	$330

Acquisition Costs

At the exchange of contracts, the costs that are specific to an investment in this Sub-Fund could include but are not limited to the following estimates:

Item	House	Unit
Legal costs	$250	$250
Buyers agent	$650[2]	$650[3]

Settlement Costs

On Settlement, the costs that are specific to an investment in this Sub-Fund include but are not limited to the following:

Item	House	Unit
Legal costs	$500	$500
Property searches	$75	$150
Stamp duty	$22,490*	$22,490*

*Based on New South Wales Government Office of State Revenue online calculator

Provisional Amounts

A Provisional Amount will also be raised from investors for example in the event there is no tenant in the Underlying Property at the time of Settlement (or it is not fully tenanted), or to hold an amount in reserve for unexpected costs. Estimates of such figures will be set out in the relevant SPDS including Allocation of Campaign Costs and Acquisition Costs.

The way in which these costs will be allocated between Investors depends on the success or failure of the Campaign and Acquisition stages.

Successful Purchase

In the event that the Sub-Fund is created and Units are issued to Investors, the actual Campaign Costs, Acquisition Costs, Settlement Costs, ongoing property running costs and Financing Costs will be charged to the Sub-Fund as and when incurred.

[2] An additional fee of 0.15% will be paid to the Buyer's agent is the property is purchased for between 5-10% lower than the Campaign Price.

[3] An additional fee of 0.15% will be paid to the Buyer's agent is the property is purchased for between 5-10% lower than the Campaign Price.

Sub-Fund not created

In the event that the Sub-Fund fails to proceed, either because insufficient commitments were received from Investors, DomaCom cancels the process due to issues identified as a result of due diligence investigations, or DomaCom fails to secure the purchase of the Underlying Property, all costs incurred will generally be shared by those Investors with an Active Bid.

The allocation of these costs to each Campaign participant is calculated by reference to when they entered and/or exited the Campaign process and the costs that had been incurred at those times.

For example, if an Investor enters and then exits the Campaign before any costs are incurred (i.e. if the total commitments are less than 30% of Interim Campaign Price), the Investor will not be required to meet any costs whatsoever).

If an Investor enters after the 30% threshold (Stage 1) but exits before the 50% threshold (Stage 2), they will be liable for their share of the Stage 1 Costs. Their share of these costs is calculated based on the size of their bid relative to the total number of bids received up to the point at which they withdrew.

If an Investor enters after the 50% threshold, they will be liable for their share of the Stage 1 Costs and Stage 2 Costs apportioned on the same basis.

GST

All fees stated in this PDS are inclusive of GST, less any reduced input tax credits to which the DomaCom Fund is entitled.

Differential fees

Subject to the Corporations Act (including as amended by any relief granted by ASIC on which the Responsible Entity chooses to rely) and the Constitution, the Responsible Entity and DomaCom may negotiate lower or different fees in certain circumstances with Wholesale Clients.

11 Taxation

11.1 Taxation of Managed Investment Schemes (MIS) Generally

The DomaCom Fund will be a registered Managed Investment Scheme, and an investment in the DomaCom Fund is likely to have tax consequences for an Investor each year, even if the Investor doesn't change their investment. The following is a general overview of some of the relevant taxation implications for Investors who are Australian residents for tax purposes and hold their investment on capital account. It does not consider the outcomes where a Vendor is also an Investor in a Sub-Fund that has entered into a contract for the sale of land with the Vendor.

The tax consequences of investing in Managed Investment Schemes are particular to each Investor's circumstances, and the Responsible Entity and DomaCom strongly recommend that Investors seek professional tax advice prior to investing in the DomaCom Fund.

The DomaCom Fund is established as a unit trust which generally does not pay tax on behalf of Investors. Rather, Investors will be assessed for tax on any income and capital gains arising from their investment in the DomaCom Fund.

11.2 Taxation of the DomaCom Fund

(a) The Managed Investment Trust (MIT) regime

The DomaCom Fund may qualify as an MIT in which case the Responsible Entity can make a capital election. Whether the DomaCom Fund is an MIT will depend on the number and profile of the investors, which is not currently known.

The capital election applies the CGT rules as the primary taxing provisions for gains and losses from a 'covered asset'. A 'covered asset' is limited to shares, units, land or interests in land, or rights to any of these assets (but specifically excludes 'financial arrangements' that are subject to the TOFA regime, see discussion below about TOFA). As each contract for the sale of land will confer an interest in the Property, it will be an interest in land and a 'covered asset'. If a capital election is made by the Responsible Entity, any gains or losses realised from the sale of the Underlying Property will be taxed under the CGT rules as a capital gain or loss.

Where an Underlying property is held on capital account, or if the DomaCom Fund has made a capital election, gains on the disposal of the Underlying Property will be taxed as a capital gain. A capital gains tax (CGT) discount may be available if the Underlying Property has been held for at least 12 months and the Investor is an individual, trustee of a trust or a complying superannuation fund.

(b) The Net Income of the DomaCom Fund

The DomaCom Fund will calculate its Net Income (being its taxable income) based on a whole-of-fund approach. This may affect DomaCom's ability to match deductions and receipts within Sub-Funds, as the outgoings and receipts will be determined across the whole of the DomaCom Fund and not confined to any single Sub-Fund.

The DomaCom Fund will calculate its Net Income (being its taxable income) based on a

whole-of-fund approach. This may affect DomaCom's ability to match deductions and receipts within Sub-Funds, as the outgoings and receipts will be determined across the whole of the DomaCom Fund and not confined to any single Sub-Fund. The comments about the Fund's whole-of-income approach are made subject to the proposed legislative changes that are described in section (d) which may apply to the Fund from as early as 1 July 2015.

If a specific Sub-Fund made a loss in a financial year, DomaCom would net this loss at the whole-of-fund level with the result that the Sub-Fund making a loss will not be able to utilise the loss. Examples of a Sub-Fund making a loss would include a Sub-Fund owning a property that has not been tenanted for a significant period of the financial year giving rise to a net loss at the end of the financial year. This situation could in turn result in a distribution from other sub-funds representing a distribution of income and a return of capital.

Subject to the comments below about public trading trusts, the DomaCom Fund will generally not pay tax in its own capacity or on behalf of Investors. It is a flow-through vehicle and Investors are generally liable to pay tax on the income of the DomaCom Fund to which they are presently entitled. It is the Responsible Entity's intention to make Investors presently entitled to all of the income of the DomaCom Fund annually. Capital gains arising from the realisation of an Underlying Property will only be taxable in the hands of Investors who have an entitlement to the gain. The Responsible Entity intends to specifically appoint capital gains relating to the disposal or realisation of the Underlying Property in each Sub-Fund to the Investors in that Sub-Fund.

(c) Public Trading Trust rules

Public trading trusts are taxed in broadly the same way as a company, meaning the Responsible Entity is liable to pay income tax at the company rate of tax (currently 30%) and Investors who are entitled to the income of the trust will generally receive a credit for the tax paid by the Responsible Entity.

The DomaCom Fund may be a public trading trust if its investments do not satisfy the definition of an `eligible investment business'. An `eligible investment business' includes investing in land primarily for the purpose of deriving rent and investing in certain financial instruments that arise under financial arrangements. Broadly, the DomaCom Fund's investment in the Underlying Property will be considered an investment in land primarily to derive rent.

The Responsible Entity is currently of the view that it is unlikely to be a public trading trust and will monitor this test annually.

(d) Proposed Changes to the MIT rules

On 9 April 2015, the Government released exposure draft legislation containing a proposed new taxation regime for managed funds in Australia. These rules, when passed, will have an elective start date of 1 July 2015 (with the mandatory start date pushed back to 1 July 2016 in the 2015 Federal Budget). The new regime will provide qualifying MIT's with special rules in dealing with the tax treatment of managed funds and members in that fund. Qualifying funds will be known as Attribution MIT's (or AMIT's) under the new regime.

Under the current trust tax law, the net taxable income of the fund is allocated to members based on the member's proportionate share of the income of the trust estate (whole-of-fund approach). As discussed above, this whole-of-fund approach results in the profits and losses of all the classes of units being netted off to determine the fund's overall taxable income to be allocated and distributed to unitholders.

Broadly, under the proposed regime, the trustee of the fund will attribute the taxable income of the fund to fund members on a fair and reasonable basis having regard to the members' rights under the constituent documents (the 'attribution regime').

Also, the Responsible Entity can make an election to apply the attribution regime separately to each class of interests in the income and capital of the AMIT, if certain requirements are met, including:

- that every interest in a particular class has the same rights; and
- each separate class of interests has distinct rights.

By making this election, the income that relates to a particular class of interests can be attributed to that class of interests only. Losses that relate to a particular class of interests can be effectively quarantined within that class and not applied against the whole of the fund's net taxable income.

In DomaCom's case, such an election would mean that:

- income from a particular Sub Fund in which an Investor has an interest, that relates to a specific underlying property, can be attributed to the holders of the particular Sub Fund; and

- losses from a particular Sub Fund in which an Investor has an interest, that relates to a specific underlying property, can be quarantined in that Sub Fund and only able to be applied against future income derived in the particular Sub Fund (as opposed to being applied against the Fund's income on a whole of fund basis, which may lead to the tax effect of those losses benefiting other Sub Fund interest holders).

DomaCom believes that this should result in a fairer tax outcome for all the unitholders, and gives a better reflection of the economic performance of each underlying property

investment and the relative risk taken on by each individual Investor.
The proposed rules will also legislate how the Responsible Entity deals with under or over-distributions from the previous income year.

At the date of issue of this PDS, legislation has only been issued in exposure draft form. It is expected that more information will be provided on the proposed new regime during the year and the PDS will be accordingly updated with any new information not reflected above. However, on the basis that the legislation is passed in its current exposure draft form, and the responsible entity and DomaCom consider that it is in the best interest of Investors, the responsible entity and DomaCom propose to elect to adopt the new regime from 1 July 2015 and take whatever reasonable actions are required to achieve the outcomes described above.

11.3 Taxation of Investors

(a) Income of the DomaCom Fund

Investors will subscribe for a particular class of Units in the DomaCom Fund that confer a right to income and capital of a particular Sub-Fund. Investors will include in their assessable income their share of the income and capital of the DomaCom Fund to which they are entitled.

The character of income distributed by the DomaCom Fund will retain its character in the hands of the Investor. The distribution of interest or rental income will be assessed as ordinary income to Investors. If the DomaCom Fund is an MIT and the Responsible Entity has made a capital election, or the Sub-Fund's interest in an Underlying Property is held on capital account, any gain from the Underlying Property that is distributed to Investors will be assessed as a capital gain in the hands of Investors. Where the DomaCom Fund has applied the CGT discount to the disposal of an Underlying Property, the CGT discount may also be available to the Investor if they are an individual, trustee or complying superannuation fund.

(b) Disposal of interest in the DomaCom Fund

The cost base of an Investor's Units is generally the amount the Investor pays to acquire the Units plus any incidental costs.

The disposal of Units in the DomaCom Fund will be a CGT event and the excess of the capital proceeds over the cost base will be a capital gain. Alternatively, the excess of the reduced cost base over the capital proceeds will be a capital loss.

An Investor who is an individual, trustee or complying superannuation fund that has held their investment for at least 12 months will be entitled to apply the CGT discount.

Investors who hold their Units as trading stock or on revenue account should seek their own independent tax advice about the taxation consequences of disposing their Units.

(c) Tax file number (TFN)/Australian business number (ABN)

Providing an Investor's TFN isn't compulsory but without it or the appropriate exemption information the Responsible Entity must withhold tax from an Investor's distributions at the highest marginal tax rate (plus Medicare levy) until the TFN or exemption is provided.

An Investor may prefer to provide an ABN as an alternative to their TFN if their investment is made as part of an enterprise.

11.4 Goods and Services Tax (GST)

GST will not be payable on investments or contributions made to the DomaCom Fund or on distributions received by Investors.

Fees and costs in respect of acquisitions by the DomaCom Fund will generally be subject to GST. The DomaCom Fund may not be entitled to claim an input tax credit for the full amount of that GST, however, the DomaCom Fund may be entitled to reduced input tax credits of 55% – 75% of any GST paid.

11.5 Stamp duty

Under the current stamp duties legislation, the transfer of the Units may be subject to marketable securities duty if, at the time of the transfer, the Units are registered on a register kept in New South Wales or South Australia. Normally the transferee or purchaser of the Units will be liable for payment of this duty. However, the Responsible Entity intends to keep the register for the DomaCom Fund in Victoria.

The issue, transfer or redemption of Units in a Sub-Fund will be subject to transfer or conveyance duty if, at the time of issue, transfer or redemption:

- the Sub-Fund holds an interest in Underlying Property in Queensland, or
- the Sub-Fund holds an interest in Underlying Property in another state or territory;

the Sub-Fund is a 'landholder' or is 'land rich' in (within the meaning of that state or territory's stamp duties legislation), the market value of the Underlying Property held by the Sub-Fund exceeds the relevant land value threshold in that state or territory and the acquisition of Units on its own or when aggregated with other acquisitions by the acquirer, a person associated with the acquirer or any other person in an associated transaction, exceeds the acquisition threshold in that state or territory.

Where such circumstances apply, duty will be charged at the relevant transfer rates on the proportion of the market value of the Underlying Property held by the Sub-Fund equivalent to the interest acquired in the Sub-Trust. In most jurisdictions, the acquirer of the Units is primarily liable to pay the duty.

However, this duty may not be payable where the Sub-Fund or the DomaCom Fund qualifies as a 'widely held trust' in the state or territory in which the Underlying Property is located.

As the stamp duties laws will change from time to time, we recommend that investors seek their own independent advice before investing in the DomaCom Fund or Sub-Fund.

The acquisition of the Underlying Property will be subject to duty in the state or territory in which the Underlying Property is located. Duty will be charged at the relevant transfer or conveyance rates on the greater of the consideration paid for the Underlying Property and the Underlying Property's market value. Usually the purchaser of the Underlying Property will be liable for payment of the duty.

11.6 US Reporting under the Foreign Account Tax Compliance Act ("FATCA")

The United States of America has introduced rules (known as FATCA) which are intended to prevent US persons from avoiding tax. Broadly, the rules require the Fund to collect and report details of investors who are US persons and suspected US persons to the Australian Taxation Office. The ATO will forward this information to the US tax authorities. The responsible entity may therefore request that investors and prospective investors provide certain information in order to enable the Fund and the responsible entity to comply with their FATCA obligations.

11.7 Common Reporting Standard

The OECD Common Reporting Standard for Automatic Exchange of Financial Account Information (CRS) will require certain financial institutions to report information regarding certain accounts to their local tax authority and follow related due diligence procedures. The Fund is expected to be a 'Financial Institution' under the CRS and intends to comply with its CRS obligations by obtaining and reporting information on relevant accounts (which may include your units in the Fund) to the Australian Tax Office (ATO). In order for the Fund to comply with its obligations, we will request that you provide certain information and certifications to us for the Fund's compliance with the CRS. We will determine whether the Fund is required to report your details to the ATO based on our assessment of the relevant information received. The ATO may provide this information to other jurisdictions that have signed the "CRS Competent Authority Agreement", the multilateral framework agreement that provides the mechanism to facilitate the automatic exchange of information in accordance with the CRS. The Australian Government has enacted legislation amending, among other things, the Taxation Administration Act 1953 of Australia to give effect to the CRS. The CRS will apply to the Fund with effect from 1 July 2017.

12.1 Material Contracts

(a) Constitution of the DomaCom Fund

The DomaCom Fund is governed by a Constitution dated 13 December 2013. Perpetual Trust Services Limited ABN 48 000 142 049 AFSL 236648 is the Responsible Entity of the DomaCom Fund.

Interests in the DomaCom Fund

The Constitution establishes a Wholesale Cash Pool and Retail Cash Pool which are not unitised (i.e. no units are issued in the Cash Pool, and Investor merely holds an interest in the Cash Pool). This means that the Responsible Entity holds the money each Investor deposits into the Cash Pool on trust for that Investor, rather than an Investor's interest being determined by the number of Units they hold (which is the case for a Sub-Fund).

Unit Holders' rights and obligations

The Constitution also empowers the Responsible Entity to issue Classes of Units. The beneficial interest of Unit Holders in the DomaCom Fund (other than the Cash Pool) is divided into Units. Each Unit confers on the Unit Holder a beneficial interest in a Sub-Fund as an entirety and does not confer an interest in a particular part of the DomaCom Fund or the DomaCom Fund's assets.

The Responsible Entity must only issue classes of Units (i.e. units in a Sub-Fund) in the following circumstances:

- the assets for a Sub-Fund comprise an Underlying Property and all proceeds and income received by the Responsible Entity in respect of, or relating to, that Underlying Property;
- the liabilities of a Sub-Fund are attributed to a Sub-Fund such that they can only be met from the assets of a Sub-Fund;
- assets of a Sub-Fund are not encumbered in relation to liabilities of another Sub-Fund; and
- the Responsible Entity is not entitled to be indemnified out of the assets of a Sub-Fund in relation to liabilities of another Sub-Fund.

Issue of Units

The Responsible Entity may accept or refuse, in whole or in part, any application for Units without being bound to give any reason.

Issue price of Units

The Constitution contains provisions for calculating the issue price of Units. Generally, the initial issue of Units in a Sub-Fund will be at an issue price of $1.00 per Unit. Each subsequent issue of Units in a class will generally be at the Net Asset Value per Unit less any transaction charge.

Income

The Responsible Entity must, in each financial year, determine the Net Income of each Sub-Fund.

The Responsible Entity may, each distribution period, distribute as an interim Distribution the Net Income of each Sub-Fund for that period plus any other amount (including Capital) that the Responsible Entity determines is to be distributed. In the last distribution period of the financial year, the Responsible Entity must distribute the Net Income of each Sub-Fund for the financial year less any interim Distributions previously distributed during the financial year.

Unit Holders on the last day of each financial year have a present entitlement to the distributable amount for that distribution period proportionate to their Unit holdings. The Responsible Entity must pay to each Unit Holder its Distribution entitlement on or before the distribution date for each financial year (defined to mean the day 30 days after the end of the final distribution period for the financial year).

Redemption and Transfer

The Constitution provides that the Responsible Entity must redeem Units of a Sub-Fund when the Underlying Property of that Sub-Fund is sold, within 10 Business Days of the Responsible Entity receiving the proceeds from the sale of the Underlying Property.

Units may be transferred by instrument in writing in accordance with the Constitution (and subject to the Corporations Act). A Cash Holder's beneficial interest in the Cash Pool is not transferrable.

Liability of Unit Holders

Each Unit Holder's liability under the Constitution is limited to the amount (if any) that remains unpaid in relation to the Unit Holder's Units.

Responsible Entity's powers and duties

The Responsible Entity holds the DomaCom Fund's assets on trust and may manage the assets as if it were the absolute and beneficial owner of them.

The Responsible Entity may appoint delegates, attorneys, or agents (including custodians) to perform any act, carry out any obligation or exercise any of its powers, as well as advisers to assist it with its duties and functions.

Valuation of Assets

The Responsible Entity may cause the valuation of any asset of the DomaCom Fund and must do so if and when required by ASIC or the Corporations Act.

The Responsible Entity may at any time cause the valuation of the Net Asset Value of a Sub-Fund at any time, and must do so if and when required by ASIC or the Corporations Act, on each date which Units are issued, and on each date that Units are redeemed by the Responsible Entity.

The value of an Asset will be its market value unless the Responsible Entity decides otherwise.

Indemnities

The Responsible Entity has a right to be fully indemnified out of the assets of the DomaCom Fund in respect of all expenses, liabilities, costs and other matters incurred by it in connection with the DomaCom Fund and against all actions, proceedings, costs, claims and demands brought against it in its capacity as responsible entity of the DomaCom Fund except in the case of its own fraud, negligence or wilful default or in respect of overhead expenses of the Responsible Entity.

Remuneration and recovery of expenses

The Responsible Entity is entitled to a Management Fee of up to 0.4% per annum of the Gross Asset Value of the Cash Pool and up to 1.0% of the Gross Asset Value of the Units in each Sub-Fund.

In addition to the above fees and any other right of indemnity under the Constitution or the law, the Responsible Entity is indemnified and entitled to be reimbursed out of the assets of the DomaCom Fund for all expenses properly incurred in connection with the DomaCom Fund or in performing its obligations under the Constitution (subject to any statement to the contrary in this PDS).

Duration of the DomaCom Fund and termination

The Constitution provides that the DomaCom Fund will terminate on the expiration of 80 years less one day following the commencement of the DomaCom Fund, unless terminated earlier under the Constitution or by law.

On termination, the assets of the DomaCom Fund will be realised by the Responsible Entity and the net proceeds from realisation will be distributed among the Unit Holders pro rata in proportion to the number of Units they hold. The Responsible Entity will be entitled to retain from the proceeds of the realisation of assets, expenses incurred or likely to be incurred in connection with the winding up of the DomaCom Fund.

Duration of a Sub-Fund and termination

A Sub-Fund terminates on the earlier of:

- the date determined by the Responsible Entity as the date on which the Class of Units is to be terminated, being a date at least 30 days after the date of the provision of notice of such termination to all Unit Holders in that Class;
- termination of the DomaCom Fund;
- the date determined by a resolution of Unit Holders of that Sub-Fund that hold at least 75% of all Units on issue in that Sub-Fund;
- the term set out in the Supplementary PDS for the Sub-Fund (Initial Term) (which must not exceed 15 years from the date of the first issue of Units in that Class), unless the term is extended by an ordinary resolution of Unit Holders of that class (present in person or by proxy); or
- when the Unit Holders of a Class:
    - o approve the change of the trustee of a Class from the Responsible Entity to another entity; or
    - o pass an extraordinary resolution (as defined in the Corporations Act) to change the custodian

If the term of a Sub-Fund of Units is extended by Unit Holders, the term of that Sub-Fund will only continue beyond the Initial Term if the Unit Holders of a Sub-Fund of Units that did not vote in favour of the extension (**Exiting Unit Holders**) are withdrawn from the Sub-Fund. Exiting Unit Holders are deemed to have made a withdrawal request to the Responsible Entity in respect of that Sub-Fund of Units by the Responsible Entity and the Responsible Entity must either:

- procure that either other Members:
    - o purchase the Exiting Unit Holders Units in that Sub-Fund; or
    - o subscribe for Units in that Sub-Fund to fund the withdrawal of the Exiting Unit

Holders from that Sub-Fund; or

- notify the Unit Holders in that Sub-Fund that that Sub-Fund of Units will be terminated, within 30 days of the meeting at which the resolution to extend the term of the Sub-Fund was held.

(b) Investment Management Agreement

DomaCom Australia Limited has been appointed to promote, administer, invest and manage the assets of the DomaCom Fund and to perform various services pursuant to the Investment Management Agreement (**IMA**).

Investment Manager's Duties

In providing the services, the Investment Manager must:

- act in accordance with the IMA and the Investment Strategy of the DomaCom Fund;
- act honestly, efficiently, fairly and in the best interest of Unit Holders
- establish and maintain a business continuity plan;
- comply with the Responsible Entity's complaints handling procedure; and
- exercise all functions and duties in good faith and with the degree of care, diligence and skill that a reasonable person would exercise in the Investment Manager's position.

Matters requiring consent

The Investment Manager must not do a number of things without the consent of the Responsible Entity, including:

- delegate the Investment Manager's duties, responsibilities, functions or powers;
- enter into related party transactions involving the acquisition, transfer or disposal of any part of the Portfolio;
- borrowing against, pledging, charging or encumbering of any asset of the Portfolio; and
- authorise any payment of fees out of the portfolio other than as set out in the IMA.

Indemnities

The Investment Manager is indemnified against all liabilities, costs or expenses incurred by it acting properly in the course of the Investment Manager's appointment, except to the extent that the liabilities, costs or expenses are caused by:

- any negligence, fraud, default or dishonesty of the Investment Manager or any of its officers, employees or agents;

- the Investment Manager's breach of the IMA or failure to meet the standard of care required in the IMA; or

- any act or omission of the Investment Manager or any of its officers, employees or agents that causes the Responsible Entity to be liable to Unit Holders for which the Responsible Entity has no right of indemnity from the DomaCom Fund.

The Responsible Entity is indemnified against all liabilities reasonably incurred by the Responsible Entity and the DomaCom Fund arising out of:

- any negligence, fraud, default or dishonesty of the Investment Manager or any of its officers, employees or agents;

- the Investment Manager's breach of the Investment Management Agreement or failure to meet the standard of care required in the IMA; or

- any act or omission of the Investment Manager or any of its officers, employees or agents that causes the Responsible Entity to be liable to Unit Holders for which the Responsible Entity has no right of indemnity from the DomaCom Fund.

If expenses are incurred by the Responsible Entity and remain payable and unpaid in relation to a Sub-Fund, after selling the Underlying Property in the Sub-Fund, then DomaCom will pay to the Responsible Entity such amounts required to satisfy the payment of unpaid expenses.

Remuneration

The Investment Manager is entitled to fees under the Investment Management Agreement, being equal to 0.22% (Cash Pool) and 0.88% (Sub-Funds) per annum multiplied by the daily value of the total Portfolio referable to the DomaCom Fund, payable within 30 days of the end of each calendar month.

Termination

The Responsible Entity may terminate the Investment Management Agreement at any time if:

- a receiver, receiver and manager, administrative receiver or similar person is appointed with respect to the assets and undertakings of the Investment Manager;
- the Investment Manager goes into liquidation, is placed under official management or administration, ceases to carry on a business in relation to its activities as an Investment Manager or breaches or fails to perform any duty, obligation, representation, warranty or undertaking required by the IMA;
- the Responsible Entity is required to do so at any time or considers it reasonably necessary to do so to comply with its legal duties and obligations;
- the DomaCom Fund terminates; or
- the Responsible Entity ceases to be responsible entity of the DomaCom Fund.

(c) Custody Agreement

The Custodian has been appointed as custodian of the DomaCom Fund under the Custody Agreement.

The Custodian's role is to hold the DomaCom Fund's assets on behalf of the Responsible Entity. The Custodian only acts as instructed to do so by the Responsible Entity.

Terms

The Custody Agreement is generally in the Custodian's standard form and includes terms incorporating specific ASIC policy relating to custodians.

Limitations on the Custodian's liability are included in the Custody Agreement. The Responsible Entity indemnifies the Custodian for liabilities, expenses and other costs incurred in proper performance of its duties and obligations under the Custody Agreement.

Sub-custodians and agents

The Custodian may appoint and use the services of a sub-custodian or agent to exercise any of its powers following consultation with, and the written consent of, the Responsible Entity. Any fees or expenses of a sub-custodian or agent of the Custodian must be paid by the Custodian, except if such appointment is at the direction of the Responsible Entity including if a Property Manager is appointed as the Custodian's agent at the Responsible Entity's direction. The Custodian is not liable for such Property Manager's fees or expenses as the Property Manager is entitled to a Property Management Fee to be paid out of the Sub-Fund (and the Property Manager's expenses in respect of managing the Sub-Fund will be paid from the assets of the Sub-Fund).

(d) Compliance Plan

The Responsible Entity has adopted a Compliance Plan which meets the requirements of the Corporations Act for the DomaCom Fund.

(e) Fund Administration Agreement

The Responsible Entity has entered into a Fund Administration Agreement with DomaCom Australia Limited ABN 33 153 951 770 (**"DCAL"**) to provide business processing and administration and support services.

Duties

Under the Fund Administration Agreement, DCAL must exercise the degree of skill and care reasonably expected from a skilled and experienced person engaged to provide the same or similar services.

In providing the services, DCAL must also:

- exercise all due care and act honestly and in good faith;
- maintain and comply with adequate internal control procedures including risk management, business continuity and compliance procedures;
- comply with the complaint handling procedures of the Responsible Entity;

Service levels

The Fund Administration Agreement provides minimum service levels that are required to be met by DCAL.

Termination

The Fund Administration Agreement may be terminated by either party in certain circumstances, including:

- without cause, with 90 days' written notice;
- where there is a material or persistent breaches of the Fund Administration Agreement by the other party;
- if either party ceases to carry on a business substantially as it is carried on as at the date of the Agreement; or
- if either party suffers an insolvency event.

Indemnity

The Responsible Entity indemnifies DCAL against all proceedings, losses, liabilities, expenses or other costs incurred in proper performance of its duties and obligations under the Fund Administration Agreement, except to the extent that they are a result of DCAL's fraud, wilful default, negligence, or breach of the Fund Administration Agreement.

DCAL indemnifies the Responsible Entity against all liabilities, expenses or other costs incurred as a result of DCAL's fraud, wilful default, negligence or breach of the Fund Administration Agreement.

12.2 Valuation Policy

The DomaCom Fund Valuation Policy describes the various processes and procedures involved to ensure that the DomaCom Fund assets are valued in an appropriate and timely manner. This policy is complied with in relation to the Valuation of the DomaCom Fund's assets. The information below is a summary and more detailed information can be found on the DomaCom Website at www.domacom.com.au. Alternatively, contact DomaCom to be sent a printed copy free of charge.

The policy reflects the Australian Property Institute's definition of market value:

"Market Value is the estimated amount for which an asset should exchange on the date of the valuation between a willing buyer and a willing seller in an arm's length transaction, after property marketing, wherein the parties had each acted knowledgeably, prudently and without compulsion."

The Responsible Entity has adopted the benchmark requirements in relation to valuation recommended by ASIC in its Regulatory Guide 46. DomaCom, as the Investment Manager, appoints suitably Qualified Valuers required to undertake independent valuations in accordance with the valuation timetable. The Valuers must:

- be suitably qualified to carry out a valuation and possess at least 5 years' appropriate experience;
- be authorised under the Law of the State or Territory where the valuation takes place to practice as a valuer (if applicable);
- be a member of the Australian Property Institute and is categorised as a Certified Practising Valuer by that institute;
- possess professional indemnity insurance cover of at least $5 million from a reputable and creditworthy insurer;
- be independent of the Responsible Entity and DomaCom, and have no pecuniary interest or other conflict of interest that could reasonably be regarded as being capable of affecting that person's ability to give an unbiased opinion of the market value or that could conflict with a valuation of the interest property;
- not be a company acting for a vendor (i.e. as agent or adviser on the sale of the property interest to the DomaCom Fund); and
- value a property interest for the DomaCom Fund on three consecutive occasions (Valuer's Cycle) in order to ensure diversity and rotation.

For each property, an independent valuation to be obtained:

(i) before the property is purchased:
(A) for a development property, on an 'as is' and 'as if complete' basis; and
(B) for all other property, on an 'as is' basis; and

(ii) within two months after DomaCom forms a view that there is a likelihood that there has been a material change in the value of the property.

12.3 Privacy

Privacy laws apply to the handling of your personal information. The Responsible Entity (and DomaCom and the Administrator) will collect personal information from Investors for the purposes of processing applications and administering investments. DomaCom will not be able to process an application or administer an Investor's investment if an Investor does not provide us with relevant personal information.

Subject to the Privacy Act 1988 (Cth), on request, we will give an Investor access to the personal information held about them. We must give others access to information about an Investor entered on the DomaCom Fund's register as required under the Privacy Act or other relevant laws.

We may also give Investors' personal information to service providers of the DomaCom Fund, including DomaCom, the Custodian, the DomaCom Fund accountant and their related bodies corporate, which may require transferring Investors' personal information to entities located outside Australia where it may not receive the level of protection afforded under Australian law. We and the service providers may use Investors' personal information to notify Investors about other products. If you do not want your personal information to be used in this way, please contact us.

The Responsible Entity's privacy policy is located on its website: www.perpetual.com.au. DomaCom's privacy policy is publicly available at: www.domacom.com.au. Investors can obtain a copy of either policy free of charge by contacting the Responsible Entity or DomaCom.

12.4 Anti-Money Laundering / Counter Terrorism Financing

The Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML Act) regulates financial services and transactions in a way that is designed to detect and prevent money laundering and terrorism financing.

Under the AML Act, we are required to:

- verify an Investor's identity before providing services to Investors; and
- where Investors supply documentation relating to an Investor's identity, keep a record of this documentation for seven years after the end of an Investor's relationship with DomaCom.

To ensure we comply with our obligations under the law, we have implemented a number of measures and controls to verify an Investor's identity and to monitor an Investor's transactions. As a result:

- transactions may be delayed or refused where we require further information regarding an Investor's identity or we have reasonable grounds

to believe that the transaction breaches the law or sanctions of Australia or any other country;

- where transactions are delayed or refused, we are not liable for any loss Investors suffer (including consequential loss) as a result of our compliance with the AML Act.

We have certain reporting obligations under the AML Act and are prevented from informing Investors that any such reporting has taken place. Where required by law, we may disclose an Investor's information to regulatory or law enforcement agencies, including, but not limited to, the Australian Transaction Reports and Analysis Centre (AUSTRAC), which is responsible for regulating the AML Act.

We are not liable for any loss Investors may suffer as a result of our compliance with this legislation.

Customer identification requirements are collected in the application form included with this PDS. We may also require additional information from Investors to assess their application after we have accepted it.

12.5 Conflicts of Interest

Custodian

The Custodian acts as an authorised representative of Perpetual Trustee Company Limited under Australian financial services licence number 236643 (authorised representative number 266799.

The Custodian acts as agent of the Responsible Entity in accordance with the custody agreement between the Responsible Entity and the Custodian dated 27 November 2013. The custody agreement has been negotiated between the Responsible Entity and the Custodian on commercial and arm's length terms. The Responsible Entity is ultimately responsible for the acts of the Custodian, and monitors and deals with the Custodian in the same way as it would an unrelated party.

See section 12.1(c) for a summary of the custody agreement.

Vendors

A Vendor is prohibited from bidding in respect of an Underlying Property which is associated with the Vendor. DomaCom uses sophisticated technology to monitor Vendor activity, including address matching. DomaCom will require all Investors to make a declaration each time they attempt to first access a Campaign that they are not in any way associated with the Underlying Property.

12.6 Investments and social security

An Investor's investment in the DomaCom Fund may affect an Investor's social security or pension entitlements. As the calculations are complex, The Responsible Entity and DomaCom strongly recommend that Investors seek advice from their financial or tax adviser, or use the Centrelink Financial Information or the Veterans' Affairs Financial Information services.

12.7 Labour Standards and environmental, social or ethical considerations

Labour standards, social, environmental and/or ethical considerations will not be taken into account by the DomaCom Fund when choosing or realising investments. Entities, including third party suppliers, have not been screened on this basis.

12.8 Cooling Off Periods

Should Investors decide that their initial investment in the Cash Pool is not suitable for them, Investors can submit a written request to DomaCom or us to cancel it within the fourteen (14) day Cooling Off Period. This period commences from the earlier of the time the transaction is confirmed by DomaCom, or the fifth Business Day on which the Investor's interest in the DomaCom Fund was issued. Investors will not be charged any withdrawal or cancelation fees. Cooling off rights are not available to Investors that are either a Wholesale client within the meaning of the Corporations Act or Investors have invested via an IDPS, in which case Investors ought to check with their rights with the IDPS Operator.

Cooling off rights will not apply to investments in a Sub-Fund.

12.9 Dispute Resolution

The Responsible Entity will refer all disputes to DomaCom for consideration and resolution. DomaCom has an internal dispute resolution process detailed below under the sub heading Enquiries and Complaints.

12.10 Enquiries and Complaints

If Investors have an inquiry or complaint, Investors can either contact DomaCom by telephone on 1300 365 930 during business hours or write to:

Client Service Manager
DomaCom Australia Limited,
GPO Box 1866, Melbourne Victoria 3001

The responsible entity will acknowledge any complaint in writing within five (5) Business Days and make every effort to resolve an Investor's issue within thirty (30) days of being notified.

If a complaint remains unresolved after forty-five 45 days Investors who are Retail Clients may refer it to the Financial Ombudsman's Service (FOS) of which the Responsible Entity and DomaCom are members. FOS is an external dispute resolution scheme that provides assistance to consumers to help resolve complaints relating to financial service providers. Wholesale Clients are not able to refer complaints to FOS.

Contact details for FOS are as follows:
Address: GPO 3001
Phone: 1300 78 08 08
Website: www.fos.org.au

12.11 Consents

Perpetual Corporate Trust Limited has given and not withdrawn its consent to be named as custodian in the form and context in which it is named in this PDS. It has not authorised or caused the issue of this PDS other than the reference to its name and the information contained on pages 3, 17, 18, 68 and 73 in relation to its role as Custodian of the DomaCom Fund.

DomaCom Australia Limited has given and not withdrawn its consent to be named in this PDS in the form and context in which it is named. DomaCom Australia Limited authorised and was involved in the issue of this PDS.

ANZ has given and not withdrawn its consent to be named in this PDS in the form and context in which it is named. It has not authorised or caused the issue of this PDS other than the reference to its name and the information contained on pages 4 and 20 in relation to its role as a service provider to the DomaCom Fund.

13 Glossary

Term	Meaning
Acquisition costs	The costs incurred during the negotiation of the purchase of the Underlying Property including at the contract exchange stage.
Accredited Adviser	A licensed financial adviser or an accountant accredited by DomaCom to advise on the DomaCom Fund that an Investor (or potential Investor) has sought advice from and appoints to act on their behalf in respect of their investment in the DomaCom Fund.
Active Bid	An Investor's bid is an Active Bid when the Investor's minimum Offer Price bid is less than the Interim Campaign Price and the Investor's maximum Offer Price bid is equal to or above the Interim Campaign Price.
Administrator	DomaCom Australia Limited (DCAL) ABN 33 153 951 770.
ANZ	Australia and New Zealand Banking Group Limited Bank ABN 11 005 357 522.
ANZ Official Cash Rate	An interest rate determined independently by Australia and New Zealand Banking Group Limited (ANZ) but directly indexed to the Reserve Bank of Australia Cash Rate Target.
Application Form	The Application form relating to this PDS.
ASIC	The Australian Securities and Investments Commission.
Available Funds	Money deposited by Investors in the Cash Pool that are not Quarantined Funds.
Business Day	A day that banks are open for business in Melbourne other than Saturday or Sunday.
Campaign	A price discovery process used by DomaCom to determine the maximum Purchase Price of an Underlying Property at which an Investors are willing to invest and collectively express an interest in investing 100% of that maximum Purchase Price.
Campaign costs	Pre-settlement due diligence costs generally associated with reviewing the legal status and the general condition of the Underlying Property.
Campaign Price	The highest price for an Underlying Property at which Investors have expressed an interest to collectively contribute 100%.

Cash Account	The account held by a Cash Holder in the Cash Pool.
Cash Holder	The holder of an interest in the Cash Pool.
Cash Pool	The Wholesale Cash Pool and the Retail Cash Pool.
Constitution	The Constitution of the DomaCom Fund ARSN 167 020 626 dated 27 November 2013.
Contract of Sale	The contract of sale entered into by the Custodian on behalf of the Responsible Entity to acquire an Underlying Property.
Cooling Off Period	A period of 14 days from the earlier of the time the transaction is confirmed by DomaCom, or the fifth Business Day on which the Investor's interest in the DomaCom Fund was issued.
Corporations Act	The Corporations Act 2001 (Cth).
Custodian	Perpetual Corporate Trust Limited ABN 99 000 341 533 as an authorised representative of Perpetual Trustee Company Limited ABN 42 000 001 007 AFSL 236643 (authorised representative number 266799)
Distributions	Distribution of Net Income paid by the DomaCom Fund.
DomaCom or Investment Manager	DomaCom Australia Ltd ABN 33 153 951 770 AFSL No. 444365.
DomaCom Fund	The DomaCom Fund ARSN 167 020 626.
DomaCom Website	www.domacom.com.au
Gross Income	All of the income in respect of a Sub-Fund (generally rent).
Inactive Bid	A bid which is not an Active Bid.
Indicative Market Data	The initial property market data obtained by DomaCom in respect of an Underlying Property. This data is based on previous sales data for a similar property type (i.e. residential home or apartment) in the same suburb as the Underlying Property.
Interim Campaign Price	Has the meaning set out in Section 9 Step 4 of this PDS.
Investment Amount	The amount that an Investor would be prepared to invest in an Underlying Property, which must be at least $2,000.

Investor	Either a potential investor in the DomaCom Fund or an investor in the DomaCom Fund, as the context requires.
Listing Period	The period, during which Units will be offered for Subscription by DomaCom, being up to 90 days, subject to extensions of up to 10 days at the discretion of DomaCom.
Managed Investment Scheme	Has the same meaning as in section 9 of the Corporations Act.
Management Fees	The fees payable to the Responsible Entity for managing the DomaCom Fund as set out in section 10.
Net Asset Value	The net asset value of the DomaCom Fund or a Sub-Fund as the context requires.
Net Income	The Gross Income less the relevant fees, costs and expenses and any amount set aside as part of Provisional Amounts.
Offer	The offer of interest in the DomaCom Fund pursuant to this PDS and any SPDS.
Offer Period	The period in which the Supplementary PDS is available to accept Subscriptions.
Offer Price	The minimum and maximum price of the Underlying Property at which the Investor willing to participate in the Sub-Fund.
Product Disclosure Statement or PDS	This product disclosure statement.
Property Manager	A property manager appointed by the Custodian at the direction of the Responsible Entity to manage an Underlying Property.
Property Management Fee	The fee paid to a third party property manager to manage an Underlying Property.
Provisional Amount	An amount which DomaCom may decide should be kept as a reserve in the Sub-Fund to meet ongoing property running costs. Provisional Amounts may be funded by investors at the time of Settlement and by Gross Income.
Purchase Costs	The costs incurred during the negotiation of the purchase of the Underlying Property including at the contract exchange stage.
Purchase Price	The price at which the Underlying Property is purchased under the Contract of Sale.

Quarantined Funds	Funds deposited in the Cash Pool that are not available for withdrawal due to an Investor making a commitment to subscribe for Units.
Responsible Entity	Perpetual Trust Services Limited ABN 48 000 142 049 AFSL No. 236648.
Retail Cash Pool	A Cash Pool for Investors that are Retail Clients.
Retail Client	For the purposes of the Cash Pool means any Investor that is a natural person or is a trustee for a self-managed superannuation fund that has less than $2 million invested in the Cash Pool. For all other purposes, has the same meaning as in the Corporations Act.
Settlement	Settlement of a Contract of Sale.
Settlement Costs	The costs associated with Settlement.
Stage 1	The first stage of due diligence investigations which are to occur when the aggregate of the Investment Amounts pledged equal 30% of the Interim Campaign Price.
Stage 1 Costs	The costs associated with Stage 1.
Stage 2	The second stage of due diligence investigations which are to occur when the aggregate of the Investment Amounts pledged equal 50% of the Interim Campaign Price.
Stage 2 Costs	The costs associated with Stage 2.
Sub-Fund	A Sub-Fund established by the Responsible Entity to hold an Underlying Property and where the context requires means the Responsible Entity in its capacity as responsible entity of the Sub-Fund or the Custodian in its capacity as custodian for the DomaCom Fund.
Sub-Fund Application Form	An application form in relation to a particular Sub-Fund that relates to a Supplementary PDS.
Subscription	The making of an application by an Investor to subscribe for Units
Supplementary PDS or SPDS	A document by which the Responsible Entity may correct, update or add to the information in the PDS. The Responsible Entity will issue a Supplementary PDS for each Sub-Fund.
Underlying Property	The real property in which the Custodian holds (or may in the future hold) legal title on behalf of the Responsible Entity (on behalf of the Investors) in a Sub-Fund.

Unit Holder	The holder of Units.
Units	Units in a Sub-Fund.
Unit Price	The price of a Unit in a Sub-Fund.
Valuation Policy	The policy for valuing assets in the DomaCom Fund.
Vendor	The registered proprietor of an Underlying Property that has entered into a Contract of Sale.
Vendor Statement	A Vendor's statement in relation the Underlying Property.
Wholesale Cash Pool	A Cash Pool for Investors that are Wholesale Clients.
Wholesale Client	For the purposes of the Cash Pool means any Investor that is not a natural person or is a trustee for a self-managed superannuation fund that has more than $2 million invested in the Cash Pool. For all other purposes, has the same meaning as in the Corporations Act.
Withdrawal Form	A withdrawal form used to apply to withdraw money from the DomaCom Fund.
Withdrawal Price	Generally means the Net Asset Value of a Sub-Fund less any transaction charge, divided by the number of Units on issue.

14 Corporate Directory

Investment Manager and Administrator:	DomaCom Australia Ltd ABN 33 153 951 770 AFSL 444365 Level 6, 99 Queen Street Melbourne Victoria 3000 Phone: 1300 365 930
Responsible Entity:	Perpetual Trust Services Limited ABN 48 000 142 049. AFSL No. 236648 Level 12, 123 Pitt Street Sydney New South Wales 2000 Phone: +61 2 9229 9000
Custodian:	Perpetual Corporate Trust Limited ABN 99 000 341 533 as authorised representative of Perpetual Trustee Company Limited ABN 42 000 001 007 AFSL 236643 (authorised representative number 266799) Level 12, 123 Pitt Street Sydney New South Wales 2000 Phone: +61 2 9229 9000