

**SKYHOTEL
INVESTMENT FUND****PROPERTY COLLECT
GROWTH TRUST**

ARSN 621 450 397

*Artist's impression*

Responsible Entity: Huntley Management Limited | ACN 089 240 513
Investment Manager: Collective Wealth Pty Ltd ACN 109 856 591

Lead Manager

Novus
Capital

AFS Licence No: 238168

- The construction and operation of Ramada SkyHotel, Hervey Bay, Queensland
- SkyHotel is Leased to SkyHotel Resort Management ACN 653 145 183
- Forecast Distributions during Construction Phase to be paid quarterly for maximum 16 months
- Forecast Distributions during Operational Phase paid quarterly from Fixed Rent plus Additional Rent
- Forecast Additional Rent is based on Gross Rooms Revenue and is not guaranteed
- Prospective tax deferrals and capital growth

This is a summary of some key features only. You must read the whole of this PDS before deciding to invest



IMPORTANT INFORMATION

Product Disclosure Statement

This Product Disclosure Statement ("PDS") is dated 5 November 2021 and relates to an offer to subscribe to a class of units in the Property Collect Growth Trust (ARSN 621 450 397) ("Property Collect") known as the SkyHotel Investment Units ("SIUs"). Property Collect will make the investment as described in this PDS through its wholly owned sub-trust known as the SkyHotel Investment Fund ("SkyHotel Investment Fund"). The SIUs will have an entitlement to any income and capital gains derived by Property Collect through SkyHotel Investment Fund's ownership of the investment as described in this PDS. The SIUs will not entitle the holders to any other investments that may be held by Property Collect including through any other wholly owned sub-trusts (of which there are none as at the date of this PDS). Please note that unlike Property Collect, SkyHotel Investment Fund is not a registered managed investment scheme. SkyHotel Investment Fund is a special purpose entity established and controlled by Property Collect to hold the investment described in this PDS. The SkyHotel Investment Fund will only issue units to, and only make distributions to Property Collect.

Property Collect is a managed investment scheme that is registered under Chapter 5C of the Corporations Act 2001 (Cth) being ARSN 621 450 397.

This is an important document that needs your attention. You should read this PDS in full before deciding whether to invest in Property Collect. If you are in doubt as to how to interpret or deal with this document, you should consider obtaining professional advice (such as from a financial adviser).

Responsible Entity and issuer of this PDS

Huntley Management Limited ABN 52 089 240 513 in its capacity as responsible entity of Property Collect ("Responsible Entity") is the issuer of this PDS and is the issuer of the SIUs offered under this PDS. The contact details of the Responsible Entity are:

Address: Level 30, Australia Square, 264 George Street, Sydney NSW 2000

Telephone: +61 2 9233 5444

Fax: +61 2 9233 3119

Email: sydney@huntleygroup.com.au

Eligibility

The Offer of SIUs made in this PDS ("Offer") is available only to those persons receiving this PDS (electronically or otherwise) within Australia. No action has been taken to register SIUs or otherwise permit a public offering of SIUs in any jurisdiction outside Australia. This PDS does not constitute an offer or invitation in any place in which, or to any person to whom, it would not be lawful to make such an offer or invitation. The distribution of this PDS in jurisdictions outside Australia may be restricted by law. Persons who come into possession of this PDS who are not in Australia should seek advice on, and observe any such restrictions in relation to, the distribution or possession of this PDS. Any failure to comply with any such restrictions may constitute a violation of applicable securities law. Other than as permitted by law, investments in the SIUs in Property Collect will only be accepted following receipt of a properly completed Application Form together with the application monies.

Important Notice: Target Market Determination (“TMD”)

A copy of the TMD made by the Responsible Entity for the issue of the SIUs pursuant to this PDS may be accessed at huntleygroup.com.au.

The Offer of SIUs is only accessible to the class of retail clients who fall within the target market (within the ordinary meaning of the term) for the SIUs which are retail clients who are not risk averse and are looking for income and capital growth from the leasing of direct real property. If you are a distributor of this PDS then you must not make this PDS available other than to wholesale clients and the class or retail clients who fall within the target market (within the ordinary meaning of the term) for the SIUs.

(Note: The TMD does not apply to wholesale clients. Wholesale clients may therefore invest in the SIUs).

No cooling-off period

No cooling-off rights apply to an application for SIUs.

Wrap Accounts

The Responsible Entity authorises the use of this PDS as disclosure to Indirect Investors who are either wholesale clients or are within the class or retail clients who fall within the TMD of the Responsible Entity referred to above and who invest in Property Collect through a Wrap Account and those investors ('Indirect Investors') may rely on this PDS. Indirect Investors do not become, or have the same rights as, direct investors. The operator or custodian of the Wrap Account ("Operator") will be recorded as the Unitholder in Property Collect's Unit register and will be the person who may exercise the rights and receive the benefits of a Unitholder. Reports and documentation relating to Property Collect will be sent to the Operator instead of the Indirect Investor. Indirect Investors may be subject to different rules and conditions from those set out in this PDS, particularly in relation to:

- the application and transfer of SIUs;
- fees and expenses; and
- distribution calculation and timing of payments.

Indirect Investors should contact their adviser or Operator with any queries relating to an investment in Property Collect using a Wrap Account.

General information only

The information contained in this PDS is not financial product advice. The information contained in this PDS is general information only and does not take into account your investment objectives, financial situation and particular needs. It is therefore important that you read this PDS in full before deciding whether to invest in Property Collect and take into consideration your investment objectives, financial situation and particular needs. If you are in any doubt, you should consider consulting your financial adviser or other professional advisers.

Disclaimer

An investment in SIUs is not an investment in, or a deposit with, or other liability of, the Responsible Entity and is subject to investment and other risks including possible delay in repayment and loss of income and capital invested. None of the Responsible Entity or any of its directors, officers or associates gives any guarantee or assurance as to the performance of Property Collect or the underlying assets of the wholly owned sub-trust SkyHotel Investment Fund, or the repayment of capital from the SkyHotel Investment Fund or any particular rate of capital or income return. You should only rely on the information in this PDS when deciding whether to invest in Property Collect. No person is authorised to give any information, or to make any representation, in connection with Property Collect that is not contained in this PDS. Any information or representation not contained in this PDS may not be relied upon as having been authorised by the Responsible Entity in connection with the Property Collect.

PDS availability

This PDS may be downloaded from skyhotel.com.au. If you access the electronic version of this PDS, you should ensure that you download and read this PDS in full. A paper copy of this PDS is available free of charge to any person in Australia by contacting Property Collect on 1300 040 457 or at info@propertycollect.com.au.

Updated information

The information in the PDS is current as at the issue date but may change from time to time. Where information that changes is not material to investors, the Responsible Entity will update this information by publishing changes at skyhotel.com.au or huntleygroup.com.au. A paper copy of any updated information is available free of charge on request from the Responsible Entity. The Responsible Entity will update the PDS if there is a material change to information contained in the PDS.

Continuous disclosure

In accordance with ASIC Regulatory Guide 198 “Unlisted disclosing entities: Continuous disclosure obligations” and the Corporations Act, the Responsible Entity hereby notifies investors that it will fulfil its continuous disclosure requirements by way of website disclosure, which complies with ASIC’s good practice guidance. Unitholders may access material information regarding Property Collect from the Responsible Entity at huntleygroup.com.au.

As a disclosing entity, Property Collect is also subject to regular reporting and disclosure obligations and copies of documents lodged with ASIC in relation to the scheme may be obtained from, or inspected at, an ASIC office.

Date of information

Unless specified, all financial and operational information contained in this PDS is stated as at the date of this PDS.

Forward-looking statements

This PDS contains forward looking statements, which are subject to known and unknown risks, uncertainties, and other important factors that could cause the actual results, performance or achievements of the Property Collect to be

materially different from those expressed or implied in such forward-looking statements. Past performance is not a reliable indicator of future performance. The distribution forecasts are subject to the assumptions set out in Section 7 of this PDS.

Defined terms

Definitions of certain terms used in this PDS appear in the glossary at Section 12.

Currency

References to currency are to Australian currency unless otherwise specified.

Wyndham Hotel Group

This document is not promoted in anyway by Wyndham Hotel Group or any related company or entity or person associated with Wyndham Hotel Group.

The manager and operator of Ramada Hervey Bay, being Angel Hotel Management (owner of the Management and Letting Rights of Ramada Hervey Bay) operates under a franchise arrangement with Ramada and Wyndham Hotel Group and such franchise arrangement will extend to Ramada SkyHotel to be managed by SkyHotel Resort Management.

Wyndham Hotel Group or Ramada or any related company or entity or person associated with Wyndham Hotel Group are not the developer of Ramada SkyHotel and provide no warranties or guarantees or performance guarantees of any description, or any association or relationship with Ramada SkyHotel, other than being franchisor of the Ramada brand under which Angel Hotel Management operates as franchisee.

Wyndham Hotel Group and/or Ramada have not caused the issue of this Product Disclosure Statement and take no responsibility for any outcomes whatsoever.

RESPONSIBLE ENTITY LETTER

– JOHN KNOX

On behalf of Property Collect, I am delighted to present you with the opportunity to subscribe to SkyHotel Investment Fund Units in Property Collect.

Your investment will be in Property Collect, which is a registered scheme for which we are the Responsible Entity. Property Collect will hold all the units in the SkyHotel Investment Fund. Therefore your investment is based on the performance of the SkyHotel Investment Fund.

SkyHotel Investment Fund will own the property located at Ramada Hervey Bay, 627 Charlton Esplanade, Urangan 4655, Hervey Bay Queensland comprising 83 hotel rooms (and associated facilities) on ground plus 6 floors in SkyHotel once constructed but excluding the top floor conference, bar and restaurant and related facilities of SkyHotel which will not be owned by SkyHotel Investment Fund.

As described in this PDS, the investment opportunity offers Applicants units in Property Collect for investment by Property Collect in its wholly owned sub-trust SkyHotel Investment Fund with the following key features:


Attractive yield

For the anticipated 12-month Construction Phase, there is a set Distribution amount available for payment. This Distribution Amount is funded out of the funds raised through this PDS through the payment by the SkyHotel Investment Fund of a lease incentive fee to the proposed lessee. During the Operational Phase, the Forecast Distributions are paid based on a Lease for the 83 hotel rooms and paid quarterly. This Lease comprises a Fixed Rent amount and an Additional Rent amount.

The Fixed Rent amount at the commencement of the Operational Phase is based on 6% of the actual Total Development Cost of SkyHotel assessed at the conclusion of construction. Based on the forecast financial information, which has been reviewed by Nexia Brisbane Corporate Finance Pty Ltd AFSL 478534, Fixed Rent is forecast to exceed 80% of the Total Rent payable in Year 1 and to exceed 70% average of the Total Rent payable for the 5 year Operational Phase.

The Additional Rent amount is based on the financial performance of SkyHotel which primarily consists of Gross Rooms Revenue less costs. This will impact forecast Distribution amounts payable to investors.

It is pleasing to note that even at the Maximum Subscription of \$12 million, with such anticipated to be repaid with the sale of the Project, that the quarterly Distributions, based on the forecast financial information, which has been reviewed by Nexia Brisbane Corporate Finance Pty Ltd AFSL 478534 (their report is in section 7.11), is forecast to exceed 8% IRR. This is subject to the risks disclosed in section 4 of this PDS to which you must have regard.



However, this forecast return is not guaranteed because Additional Rent is dependent on Gross Rooms Revenue. Please also note the significant tax deferral benefits referred to in the tax section of this PDS. Finally, investors will be entitled to receive any prospective capital growth when the Property is sold.

SkyHotel Resort Management as tenant with Ramada Franchise

100% of the Lease income is to be sourced from the tenant SkyHotel Resort Management, which is wholly owned by Angel Hotel Management. The performance of SkyHotel Resort Management of its obligations under the Lease, including the payment of rent, is guaranteed by Angel Hotel Management, who own the Management and Letting Rights of Ramada Hervey Bay. Angel Hotel Management operates the existing Ramada Hervey Bay under a Ramada franchise agreement. SkyHotel Resort Management will similarly operate SkyHotel under this Ramada franchise. All room revenue derived from SkyHotel will be income to SkyHotel Resort Management, who will also be responsible for hotel operating costs. Hence, general hotel operating costs such as cleaning and reception are not a risk to the Unitholder.

Regional area location

Located in Hervey Bay, which is the gateway to the Great Sandy Straits and the well-known Fraser Island, we believe that the area has sound growth prospects.

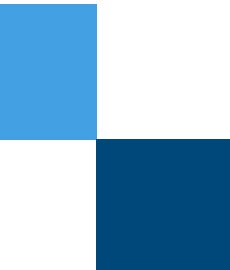
Managed debt facility

The initial Loan to Value Ratio ("LVR") is forecast to be 55% but will not exceed 60%.

Experienced management team

Huntley Management Limited, the Responsible Entity of Property Collect, draws on the skills and experience of its senior management team, as well as the skills and experience of the appointed Investment Manager, and external consultants.

Defined investment and exit strategy



The 83 hotel rooms (and associated facilities) on the one title in Ramada SkyHotel will be purpose built as an accommodation hotel and is the only property the SkyHotel Investment Fund (a wholly owned sub-trust of



Property Collect) will own. The investment term is scheduled to run for 6 years from Drawdown of Unitholders funds. It is expected that the property will be marketed for sale before or around that time.

Other important features

Other features of the investment to the benefit of Unitholders are that the top floor conference center, restaurant, and bar is offered as security for the Debt Facility until repaid. Further, that the top floor conference center, restaurant, and bar will remain as security for the SkyHotel Investment Fund until an amount equal to the Unitholder's Subscription has been paid to the Unitholders, by adding the Distributions paid to Unitholders from the Construction Phase, Operational Phase and End Sale Phase of the Property, being the sale of the Property.

Conclusion

It is important that you read this PDS carefully, including Section 4 of the PDS on key risks relating to investing in Property Collect, prior to making your decision to invest. You should consider seeking your own advice from a financial, taxation or other professional adviser.

As director of the Responsible Entity, we commend the Offer.

Yours faithfully

John Knox
Managing Director
Hunley Management Limited



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INVESTMENT OVERVIEW AND IMPORTANT DATES

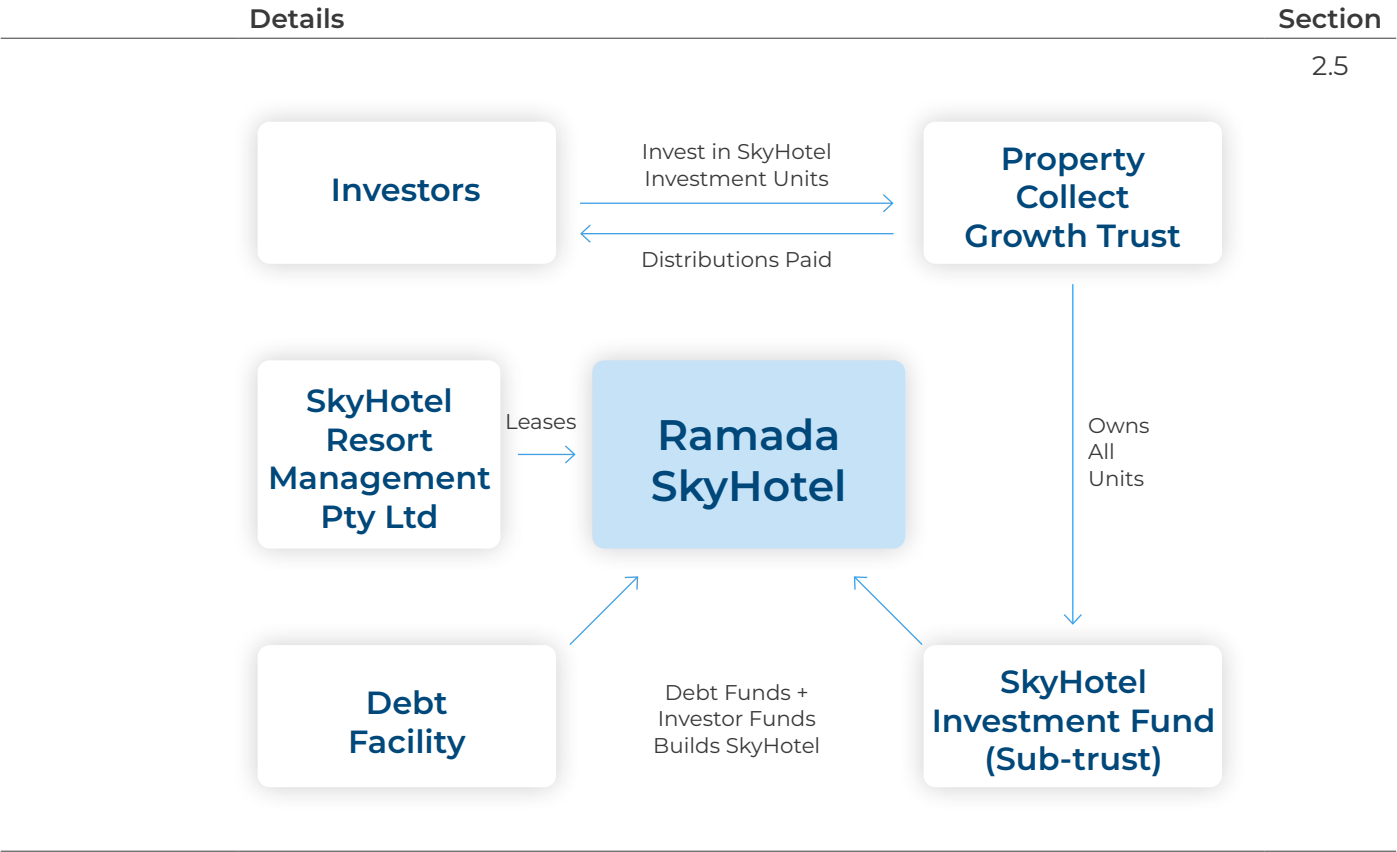


Important Dates

	Details	Section
Offer opening date	15 November 2021	2.3
Minimum Subscription Date	29 April 2022	2.3
Offer closing date	Until fully subscribed but no later than 12 months from the Offer opening date. The Offer may be closed at an earlier time.	2.3
Issue of units	Investors will acquire SIUs in Property Collect, which will hold 100% of the units in the SkyHotel Investment Fund. SIU's in Property Collect will be exclusively for the investment in the wholly owned sub-trust SkyHotel Investment Fund, which will construct and own the SkyHotel and for no other purpose.	2.5
Distributions	The Distributions during the Construction Phase are available for a 16 month period and these will be paid quarterly in arrears commencing from Drawdown. These Distributions are funded out of the lease incentive fee payable by SkyHotel Investment Fund to SkyHotel Resort Management. The first Distribution during the Operating Phase is anticipated to be paid quarterly in arrears from the commencement of the Lease by SkyHotel Resort Management. Distributions will be paid within four weeks from the end of a quarter.	2.5
Term	Six years – consisting of the anticipated 12 months for the Construction Period and five years for the hotel Operational Period.	2.4



Diagram of Property Collect and SkyHotel Investment Fund



Key offer details

	Details	Section
Total Offer	\$8.5 million to \$12 million	2.3
Minimum Subscription Amount	\$8.5 million	2.3
Maximum Subscription Amount	\$12 million	
Issue price of units to be owned	\$1 per Unit, fully paid.	2.3
Minimum aggregate investment	A minimum of 5,000 SIUs (\$5,000) must be applied for under the Offer. Applications in excess of 5,000 SIUs must be made in multiples of 1,000 SIUs (\$1,000).	2.3
Funds prior to Drawdown	All monies from investors prior to Drawdown and issue of SIU's will be held by the Responsible Entity in trust. In the event the offer is withdrawn and/or insufficient money is raised under the Offer, all funds will be returned. No interest will be paid on funds for this period.	2.5

Key fund features

	Details	Section
Investment objective	<p>Through its wholly owned sub-trust, the SkyHotel Investment Fund, which will acquire the Land on which the building to be known as "SkyHotel" will be constructed once the Drawdown Conditions Precedent are met, Property Collect aims to provide investors with regular and reliable income, some of which may be tax deferred income, with the potential for capital growth through the construction of Ramada SkyHotel, and subsequently through the income from Fixed Rent and Additional Rent obtained from the Lease of the Property located at Ramada Hervey Bay, 627 Charlton Esplanade, Urangan 4655, Hervey Bay Queensland.</p> <p>However, no warranty or guarantee is given that there will be Distributions or income from the Lease or that there will be capital growth. Distributions will vary, particularly as forecast Additional Rent is calculated primarily on the Gross Rooms Revenue of SkyHotel, which is a function of room occupancy and room rate.</p>	2.1

Key fund features (continued)

	Details	Section
Tax deferred	Based on the forecast distributions which have been reviewed by Nexia Brisbane Corporate Finance Pty Ltd AFSL 478534 in accordance with Australian Standard on Assurance Engagements ASAE 3450 Assurance Engagements involving Fundraising and/or Prospective Financial Information, the tax deferred portion of the forecast distributions for the Construction Phase are anticipated to be 100% and for the Operational Phase are anticipated to be 100% for Year 1 and Year 2.	7.6
Fund type	A closed-end, unlisted and registered unitised property trust.	2.5
RG46	ASIC has established eight disclosure principles and six benchmarks that responsible entities of unlisted property schemes are required to disclose against. The table in Section 2.6 summarises the information required under RG46 and provides a PDS cross reference for more detailed information in relation to the relevant benchmarks and disclosure principles. Information about associated risks can be found in Section 4 of this PDS.	2.6
Responsible Entity	Huntley Management is the responsible entity of Property Collect.	10.2
Custodian	Huntley Custodians is the custodian of the SkyHotel Investment Fund and Property Collect.	10.2
Investment Manager	Collective Wealth is appointed the Investment Manager by the Responsible Entity to manage the SkyHotel.	10.3
Total Development Cost and Subscription Level	<p>SkyHotel Investment Fund will purchase the Land and construct SkyHotel. The forecast Total Development Cost to construct SkyHotel to Operational Phase is forecast to range from an Optimistic \$21 million plus GST to a Pessimistic \$24 million plus GST. The Expected is forecast at \$22.5 million plus GST. This cost is in the process of being finalised. These forecasts have been reviewed by Nexia Brisbane Corporate Finance Pty Ltd AFSL 478534 in accordance with Australian Standard on Assurance Engagements ASAE 3450 Assurance Engagements involving Fundraising and/or Prospective Financial Information.</p> <p>It is a Precondition for Drawdown that the Total Development Cost is Fully Funded from accepted Subscriptions at Drawdown, combined with a Debt Facility which is expected to range from \$11 million to \$13 million.</p> <p>In the event savings of Total Development Cost do occur when construction is complete, then such savings may be used to reduce the Operational Phase Debt Facility. Total Development Cost includes all construction and construction related costs as well as costs such as interest, capital raising costs for this PDS, Debt Facility establishment fees, Lease Incentive fee, Project Administration Fees for construction, and a cost overrun contingency.</p>	3.12

Key fund features (continued)

	Details	Section
Investment strategy	<p>To achieve SkyHotel Investment Fund 's objective, it is the intention of the Responsible Entity through the Investment Manager (who is responsible for the day-to-day management of SkyHotel Investment Fund and Property Collect) to use their reasonable endeavours to:</p> <ul style="list-style-type: none"> • actively manage the development and construction of the Property as to development and construction cost (Total Development Cost) for the Unitholders' benefit; • actively engage parties who are experienced in construction and development to optimise the Total Development Cost of SkyHotel, for the Unitholders' benefit; • actively manage the Property and its relationships with the Tenant and stakeholders such as the body corporate and the property manager, to maximise the Property's income and capital growth potential; • ensure the Property is well maintained and presented by the Lessee; • minimise the operating costs of the Property to improve the net Property income; • actively seek value-adding opportunities for the Property; • regularly review the Property's performance to determine if it is appropriate to market the Property for sale, in order to maximise returns to investors; and • actively manage and liaise with all other parties to achieve results in the best interests of Unitholders. 	2.1

Ramada SkyHotel Distributions

	Details	Section
Phase One and Phase Two	There are 2 distinct phases with respect to Distributions payable to investors - Phase One, the Construction Phase, followed by Phase 2, the Operational Phase with the Lease commencement.	6 and 7
Phase One Distributions	The Construction Phase Distribution is derived from a payment under an Agreement to Lease by SkyHotel Resort Management to SkyHotel Investment Fund to secure a Lease once SkyHotel is constructed. Contemporaneously, SkyHotel Investment Fund is paying SkyHotel Resort Management a Lease Incentive for providing various benefits, including provision of the Ramada franchise.	6 and 7

The Construction Phase as forecast by the Quantity Surveyor is an expected 12 months, conservative 14 months and a pessimistic 16 months. The Distribution amount available from the Agreement to Lease for the Construction Phase to pay a quarterly Distribution to Unitholders will be calculated as follows: Drawdown Amount (accepted Subscriptions) X 7% X 16/12. Quarterly payments will be calculated by multiply the amount derived by 3/16.

There will be a maximum 5 quarterly payment in arrears from Drawdown (plus a prospective 1 month final payment) over the 16 months if the pessimistic Construction Phase applied. No further Distributions will be paid in the Construction Phase until the Operational Phase commences. Should the Construction Phase extend beyond the pessimistic 16 months, the Annualised Distribution Yield and Distribution IRR will be reduced as indicated in the following table.

Construction Phase	12 months	14 months	16 months	18 months	20 months	22 months
Annualised Distribution Yield	7.00%	7.00%	7.00%	6.22%	5.60%	5.09%
Construction Phase IRR	7.20%	7.20%	7.20%	6.40%	5.80%	5.20%

Ramada SkyHotel Distributions (continued)

	Details	Section														
Phase Two Distributions	<p>Distributions paid on a quarterly basis during the Operational Period will be derived from the Lease where SkyHotel Resort Management (Lessee) will pay SkyHotel Investment Fund (Lessor) a Fixed Rent amount plus an Additional Rent amount (if available as such is not guaranteed).</p> <p>The Additional Rent amount is a function of the Gross Rooms Revenue of SkyHotel Resort Management after deducting the Formula Expenses of SkyHotel Resort Management, which are forecast at an average 52.33% of Gross Rooms Revenue for the Operational Period. All actual Operational Expenses of SkyHotel Resort Management are the sole responsibility of SkyHotel Resort Management.</p> <p>The forecast Gross Rooms Revenue after GST of SkyHotel Resort Management during the Operational Period is an income of \$3,665,264 in Year 1 increasing to an income of \$4,717,871 in Year 5.</p> <p>These forecasts have been reviewed by Nexia Brisbane Corporate Finance Pty Ltd AFSL 478534 in accordance with Australian Standard on Assurance Engagements ASAE 3450 Assurance Engagements involving Fundraising and/or Prospective Financial Information.</p>	6 and 7														
Fixed Rent Operational Phase	The Fixed Rent payable quarterly in arrears by SkyHotel Resort Management to SkyHotel Investment Fund from the Lease Commencement Date shall be 6% plus GST of the actual Total Development Cost of SkyHotel, with such rent to be calculated at the conclusion of construction. CPI is to apply in each subsequent year. Based on the Pessimistic Total Development Cost of \$24 million plus GST the Fixed Rent payable would be \$1.44 million plus GST.	6.3														
Fixed Rent Annualised Distribution Yield	<p>The Fixed Rent amount paid by SkyHotel Resort Management to SkyHotel Investment Fund, after deducting 'Owner Costs' as an Annualised Distribution Yield %, is as follows. It is forecast at a minimum 5% per annum for Median, Minimum and Maximum Subscription with the Maximum Subscription as follows:</p> <table><tr><td>Forecast Annualised Distribution Yield from fixed Rent Only</td><td>Subscription Amount</td><td>Year 1</td><td>Year 2</td><td>Year 3</td><td>Year 4</td><td>Year 5</td></tr><tr><td>Maximum Subscription \$12 million</td><td>\$12 million</td><td>5.4%</td><td>5.2%</td><td>5.2%</td><td>5.1%</td><td>5.1%</td></tr></table>	Forecast Annualised Distribution Yield from fixed Rent Only	Subscription Amount	Year 1	Year 2	Year 3	Year 4	Year 5	Maximum Subscription \$12 million	\$12 million	5.4%	5.2%	5.2%	5.1%	5.1%	6.4
Forecast Annualised Distribution Yield from fixed Rent Only	Subscription Amount	Year 1	Year 2	Year 3	Year 4	Year 5										
Maximum Subscription \$12 million	\$12 million	5.4%	5.2%	5.2%	5.1%	5.1%										
Owner Costs	SkyHotel Investment Fund will be responsible to meet the interest on debt, ownership costs and overhead costs of SkyHotel from the Fixed Rent and Additional Rent paid by SkyHotel Resort Management.	6.3														
Additional Rent for Operational Phase	Additional Rent is a function of SkyHotel Resort Management Gross Rooms Revenue, which is dependent upon room occupancy and room rate. There is no guarantee of Additional Rent, which can impact positively or negatively the Annualised Distribution Yield to Unitholders.	6.3														

Ramada SkyHotel Distributions (continued)

Details	Section
<p>Annualised Distribution Yield and IRR Sensitivity Analysis based on the three prospective Subscription Levels at Drawdown</p> <p>The Fixed Rent plus the forecast Additional Rent less forecast Owner Costs will provide the forecast Distribution Yield for the Operational Phase. The forecast Gross Rooms Revenue (GRR) has been subjected to a Gross Rooms Revenue sensitivity analysis of +5% GRR (Optimistic), -5% GRR (Conservative) and -10% GRR (Pessimistic) on the Median, Maximum and Minimum Subscription levels for Year 1 and the 5-year average. This shows the prospective impact of GRR change on Additional Rent and hence forecast Annualised Distribution Yield on the Operational Phase.</p> <p>Also shown in the tables below is the impact of changes to Gross Room Revenue on the Distribution IRR (IRR based on Subscriptions) for the Construction Phase plus Operational Phase Distributions combined.</p>	6.4

Annualised Distribution Yield % and IRR at Median Subscription of \$10 million

Median Subscription \$10 million	Optimistic	Anticipated	Conservative	Pessimistic
Sensitivity Analysis	+5% GRR	GRR	-5% GRR	-10% GRR
Year 1 Annualised Distribution	9.9%	8.9%	8.0%	7.0%
Average 5 Year Annualised Distribution	11.4%	10.3%	9.2%	8.1%
IRR on Subscriptions both Phases	10.7%	9.8%	8.9%	8.0%

Annualised Distribution Yield % and IRR at Maximum Subscription of \$12 million

Maximum Subscription \$12 million	Optimistic	Anticipated	Conservative	Pessimistic
Sensitivity Analysis	+5% GRR	GRR	-5% GRR	-10% GRR
Year 1 Annualised Distribution	8.3%	7.5%	6.7%	6.0%
Average 5 Year Annualised Distribution	9.6%	8.7%	7.8%	6.9%
IRR on Subscriptions both Phases	9.3%	8.5%	7.8%	7.0%

Annualised Distribution Yield % and IRR at Minimum Subscription of \$8.5 million

Minimum Subscription \$8.5 million	Optimistic	Anticipated	Conservative	Pessimistic
Sensitivity Analysis	+5% GRR	GRR	-5% GRR	-10% GRR
Year 1 Annualised Distribution	11.6%	10.5%	9.4%	8.3%
Average 5 Year Annualised Distribution	13.4%	12.1%	10.8%	9.5%
IRR on Subscriptions both Phases	12.3%	11.3%	10.3%	9.2%

These forecasts have been reviewed by Nexia Brisbane Corporate Finance Pty Ltd AFSL 478534 in accordance with Australian Standard on Assurance Engagements ASAE 3450 Assurance Engagements involving Fundraising and/or Prospective Financial Information.

Ramada SkyHotel overview

	Details	
Hervey Bay	<p>Hervey Bay is located on the Fraser Coast in Queensland and the gateway to World Heritage Listed K'gari (formerly named Fraser Island). Hervey Bay is only a 3.5 hour scenic drive from Brisbane. Tourism remains the key economic driver of the area. There were over 3.4 million visitor nights in the Fraser Coast Region and a room count of 2,071 to cater for these visitors, which indicates the potential for new accommodation. 90% of visitors were domestic travelers, with the drive to Hervey Bay travelers comprising the largest share of the tourism market for Hervey Bay.</p> <p>The Hervey Bay area continues to benefit from further development of infrastructure. Projects include an extension to the existing shopping centre to include new supermarket and specialty stores. The Hervey Bay Airport runway renewal project is a key project to refurbish the runway and improve the airfield lighting under the Hinkler Regional Deal to cater for the 180,000 passengers a year to and from Brisbane, Sydney and local tourism destinations. The Urangan Harbour master plan has been prepared to outline future land use intent and redevelopment opportunities to ensure the Harbour continues to play an important role as a key location for economic growth. The Urangan Harbour is a short walk from the Ramada SkyHotel.</p>	
The Property location	The Property will be located on 3,518 sqm of Land located to the rear of the existing Ramada Hervey Bay at 627 Charlton Esplanade, Urangan, Hervey Bay, being Lot 99 on SP225553. Access is from 89 Miller Street.	3.1
The Property construction and operation	<p>There are two distinct phases with respect to the Property:</p> <p>Construction Phase One: The construction of Ramada SkyHotel being ground level plus seven levels comprising foyer, gym and other facilities on ground plus 5 hotel rooms, 78 hotel rooms on the next 6 floors, and a multipurpose conference, restaurant and bar on level 7. This is anticipated to take 12 months from Drawdown of the PDS.</p> <p>Operational Phase Two: Once construction is complete, the Lease will commence and also operation of the Property by the Lessee, SkyHotel Resort Management. Phase Two is for 5 years or any extended period required to sell the Property and distribute net proceeds of sale to investors.</p>	3.4
Body Corporate	The SkyHotel will be integrated as part of the current Ramada Hervey Bay by being part of the Current Community Titles Scheme (Seascape Hervey Bay CTS 40712). This will enable Ramada SkyHotel guests to access the pool and facilities of Ramada Hervey Bay under the one body corporate.	3.1

Ramada SkyHotel overview (continued)

	Details	
SkyHotel – Two Titles	Upon construction completion, the building will be surveyed and subdivided into two titles along with the body corporate common areas. One title will include the 83 hotel rooms, car parks and designated service facilities (being Title 1) which will be owned by the wholly owned sub-trust of Property Collect, the SkyHotel Investment Fund. A further title will be level 7 multipurpose conference, restaurant and bar plus designated service areas (being Title 2) which will not form part of the scheme property of Property Collect. The body corporate common area will include areas such as the foyer, entrance and gym.	3.1
Tenant to Lease the Property	SkyHotel Resort Management will be the Tenant of the 83 rooms of the Property that will be owned by the SkyHotel Investment Fund.	6.3
Agreement to Lease and Lease of the Property	The Agreement to Lease shall commence when the Land is purchased and construction commences. The Lease shall commence when the titles of the Property following construction are issued and when all common areas, services and rooms in SkyHotel are available for occupancy by guests, with all required furnishings and the first guest stays at the hotel.	6.3
Lease and option to renew	Flexibility on the term of the Lease with respect to extension or options to renew will be in place to allow Property Collect to optimise the sale of the Property at the conclusion of the term of SkyHotel Investment Fund. At the end of the Lease term, the SkyHotel Investment Fund will have the option of extending the Lease or, in the event the Property is to be sold, the SkyHotel Investment Fund can terminate the Lease. This allows for scope for the SkyHotel Investment Fund to optimise the sale of the Property depending on the buyer's interest in continuing with the Lease to SkyHotel Resort Management.	6.3
Valuation	The independent valuation performed by PHV for the Property dated 3rd September 2021 valued Title 1 (being the 83 rooms plus related facilities) on the basis of 'as if complete' early 2023, Going Concern Freehold Title is \$25.5 million.	9

Key preconditions

	Details	Section
Debt finance	Prior to Drawdown the Responsible Entity will need to be satisfied with all of the terms of the Debt Facility for construction and post construction.	11.7
Development Approval	Prior to Drawdown the Responsible Entity will need to be satisfied with all of the terms of the Development Approval and related documents.	3.3
Construction Contract	Prior to Drawdown the Responsible Entity will need to be satisfied with all of the terms of the Construction Contract, construction cost, and all related documents and matters.	3.3
Total Development Cost	Prior to Drawdown the Responsible Entity will need to be satisfied with the Total Development Cost and that the Project is Fully Funded.	3.12
Agreements	<p>Collective Wealth as Investment Manager has entered into Agreements with various parties for the Ramada SkyHotel project which include:</p> <ol style="list-style-type: none"> 1. Option to purchase the Land from Marina Land 2. Option for Marina Land to purchase Title 2 3. Agreement to Lease with SkyHotel Resort Management 4. Fit-out Deed for the Fit-out of Title 2 5. Security and Interest Deed <p>Prior to Drawdown the Responsible Entity will need to be satisfied with and enter into all these Agreements and any other Agreements required in relation to the proposed scheme property by way of novation or assignment.</p>	11.7

Land Purchase

	Details	Section
Land Transfer on which SkyHotel is to be constructed	SkyHotel Investment Fund will purchase the Land on which SkyHotel is to be constructed from Marina Land Pty Ltd. Marina Land has obtained Development Approval on the Land. In exchange for the Land, the SkyHotel Investment Fund will transfer the Shell of Level 7 to Marina Land when construction is complete.	11.7
Level 7 Fit-Out	SkyHotel Investment Fund shall complete, at its cost, the Fit-Out of Level 7 at an estimated cost of \$808,000 plus GST in exchange for benefits and services provided by Marina Land and related party Suppliers. This includes the estimated \$800,000 Fraser Coast Regional Council Infrastructure agreement, and Debt Facility security provision. This agreement forms part of the terms of the acquisition by SkyHotel Investment Fund of the Property. It is therefore an expense that will come out of the scheme property of Property Collect.	11.7

Construction details, total development cost and debt finance

	Details	Section
Construction methodology and procurement program to optimise Total Development Cost	<p>During the design phase of SkyHotel, which will be undertaken following the issue of this PDS, there will be a construction methodology and procurement program occurring prior to Drawdown and construction commencement. The objective is to achieve the optimal Total Development Cost.</p> <p>Generally, and particularly with the COVID-19 pandemic, it is considered important to undertake detailed design development of the building, evaluate all construction methodology, undertake value management, and obtain trade and material quotes as close to construction commencement as possible, to obtain the most appropriate construction and development costs. This will be occurring during the period that SkyHotel Investment Fund is open for Subscriptions.</p>	3.4
Quantity Surveyor (QS) Analysis	<p>Janivco have been appointed as Quantity Surveyor with respect to analysis and advice on construction methodology and costing of Ramada SkyHotel. They have provided an Expected, Optimistic and Pessimistic construction cost as follows:</p> <ul style="list-style-type: none"> • Expected: \$17.6 million plus GST • Optimistic: \$16.5 million plus GST • Pessimistic: \$19 million plus GST 	3.15
Construction Contract	Following a program with respect to building methodology, value management, trade and material quotes and liaison with the selected construction contractor, a construction contract will be entered into between the SkyHotel Investment Fund and the construction contractor.	3.9
Total Development Cost	<p>The Total Development which relates to SkyHotel being fully funded on all costs by combining Investor Subscriptions and the Debt Facility is expected to be as follows:</p> <ul style="list-style-type: none"> • Expected: \$22.5 million plus GST • Optimistic: \$21 million plus GST • Pessimistic: \$24million plus GST 	3.12

Construction details, total development cost and debt finance (continued)

	Details	Section
Cost Overrun Strategy	<p>A Pre-condition is that the Project will not proceed if the Total Development Cost assessed prior to Drawdown exceeds \$24 million. If this occurs, all application monies received from proposed investors in Property Collect will be refunded.</p> <p>Each of the Total Development Cost stated above contain contingency amounts for cost overruns.</p> <p>Pre-construction: A cost overrun mitigation strategy is essential. Management of cost overruns includes progressive detailed assessment and analysis by the Quantity Surveyor and design consultants and construction contractor contractual arrangements prior to construction commencement.</p> <p>During construction: During construction, comprehensive monitoring and ongoing evaluation of the construction methodology, construction process and subcontractors' performance by the construction contractor, design consultants, and the project management team is essential to mitigate cost overruns.</p> <p>Increased Debt Facility: In the event that an unforeseeable cost overrun event occurs, which is not met by the contingency fund or within the Total Development Cost an increase to the Debt Facility amount would be sought from the Financier to complete construction of SkyHotel.</p>	3
Loan to Value Ratio	<p>SkyHotel will borrow monies from a Financier, who will hold first registered mortgage and other security on the Property, to partly finance the construction and to subsequently hold the Property for the term of the SkyHotel Investment Fund.</p> <p>The level of the Debt Facility will be dependent upon the independent valuation undertaken for the debt funding provider. For construction, it is proposed that the Debt Facility will be between 50% and 60% of the 'on completion' valuation undertaken by the Debt Financier.</p>	7.3 and 11.7
Security Arrangements	<p>There will be specific security arrangements in place with respect to the Title 2 top floor Level 7 multipurpose conference centre, restaurant and bar. Firstly, Marina Land have agreed to provide Title 2 as security for the SkyHotel Investment Fund Debt Facility. Secondly, that the top floor conference center, restaurant, and bar will remain as security for the SkyHotel Investment Fund until an amount equal to the Unitholders' Subscription has been paid to Unitholders, such calculated by adding the Distributions paid to Unitholders from the Construction Phase, Operational Phase and End Sale Phase of the Property.</p>	11.7

Construction details, total development cost and debt finance (continued)

	Details	Section																												
Expected Construction Cost – Debt Facility – Investor Subscription Matrix	<p>The level of Investor Subscription range required from \$8.5 million to \$12 million will be a function of the forecast assessed construction and development cost (Total Development Cost) prior to Drawdown combined with the Debt Facility approved for the Construction Phase and the Operational Phase (as previously outlined). This is displayed as follows:</p> <p>Total Development Cost (TDC) and Funding Table</p> <table><tr><td></td><td>Expected TDC</td><td>Optimistic TDC</td><td>Pessimistic TDC</td></tr><tr><td>Forecast Total Development Cost</td><td>\$22.5 million</td><td>\$21 million</td><td>\$24 million</td></tr><tr><td colspan="4"></td></tr><tr><td>Investor Subscriptions</td><td>Median</td><td>Minimum</td><td>Maximum</td></tr><tr><td>Investor Subscription Funding</td><td>\$10 million</td><td>\$8.5 million</td><td>\$12 million</td></tr><tr><td>Add Required Debt Funding</td><td>\$12.5 million</td><td>\$12.5 million</td><td>\$12 million</td></tr><tr><td>Total Funding Available</td><td>\$22.5 million</td><td>\$21 million</td><td>\$24 million</td></tr></table>		Expected TDC	Optimistic TDC	Pessimistic TDC	Forecast Total Development Cost	\$22.5 million	\$21 million	\$24 million					Investor Subscriptions	Median	Minimum	Maximum	Investor Subscription Funding	\$10 million	\$8.5 million	\$12 million	Add Required Debt Funding	\$12.5 million	\$12.5 million	\$12 million	Total Funding Available	\$22.5 million	\$21 million	\$24 million	3.12 and 7.4
	Expected TDC	Optimistic TDC	Pessimistic TDC																											
Forecast Total Development Cost	\$22.5 million	\$21 million	\$24 million																											
Investor Subscriptions	Median	Minimum	Maximum																											
Investor Subscription Funding	\$10 million	\$8.5 million	\$12 million																											
Add Required Debt Funding	\$12.5 million	\$12.5 million	\$12 million																											
Total Funding Available	\$22.5 million	\$21 million	\$24 million																											
Interest rate management	The strategy of SkyHotel Investment Fund is to minimise interest rate and interest rate risk by engaging with multiple financiers for the debt facility and, if possible, fixing interest rates.	11.7																												
NTA per unit	<p>The Net Tangible Asset per unit based on the subscription amounts at the end of the Construction Phase are:</p> <ul style="list-style-type: none">• Minimum Subscription Amount: \$1.73 per unit• Median Subscription Amount: \$1.48 per unit• Maximum Subscription Amount: \$1.28 per unit	7.3																												

Timetable

	Details	Section
PDS Subscriptions, Debt Facility and Pre-conditions	Drawdown of Subscriptions and Construction Commencement will depend on the time taken to reach the required Subscription level, which combined with the approved Debt Facility, will meet Total Development Cost and meeting all necessary Pre-conditions. It is anticipated that this will occur in or around March 2022.	2.3 and 11.6
Construction Commencement and Completion – Construction Phase	Construction commencement will be targeted to occur as soon as possible after Drawdown. Marina Land or related entities may undertake certain civil construction works prior to Drawdown, which would assist in reducing construction time. The forecast 12-month construction is anticipated to complete by no later than mid-2023.	3
Operational Phase	The Lease commencement and Operational Phase is targeted to commence as soon as possible after SkyHotel construction is complete, has all necessary occupation approvals in place, and is ready for guest occupation.	6

Risk Types

	Details	Section
Risk Types	As with most investments, the future performance of SkyHotel Investment Fund can be influenced by a number of factors that are outside the control of the Responsible Entity. The key risks are discussed in Section 4 of this PDS.	4
Specific property and tenancy risks	These include building occupation risks and risks associated with the SkyHotel Resort Management as Tenant, any vacancy, termination of lease, tenancy renewals, unforeseen operating or capital expenditure, lease default and variation, insurance risk and new competition risk.	4.3
Construction risks	These include the builder not performing or becoming insolvent, construction cost overruns, time delays, and defects in the construction.	4.5
Funding risks	These include risks associated with debt financing, use of counterparties and gearing, interest rate exposure, loan default, legal issues, taxation and stamp duty changes, other regulatory changes and unexpected litigation.	4.4
General investment risks	These include a downturn in general economic and market conditions, unfavorable movements in interest rates, employment rate or inflation, changes to the law and natural disasters, terrorist attack, war, or pandemics (e.g. COVID-19).	4.1
General property investment risks	These include possible property values decline, lack of portfolio diversification, and a decrease in Fund income.	4.2

Fees

	Details	Section
Responsible Entity Fees	\$125,000 p.a. plus GST, subject to annual CPI increases payable monthly in arrears with an allowance of \$70,000 p.a. plus GST for costs. This is a cost for the Construction and Operational Phase.	5.2
Custodian Fee	\$12,500 p.a. plus GST, subject to annual CPI increases payable monthly in arrears. This is a cost for the Construction and Operational Phase.	5.2
Investment Manager's Fees	\$140,000 p.a. plus GST, subject to annual CPI payable monthly in arrears commencing Year 2 Operational Phase. Year 1 Operational Phase fees have been waived on the basis the Year 1 fee is included in the Total Development Cost if such is less than \$24 million or construction, or if savings occur.	5.2
Project Administration Fee	The project administration fee payable to the Investment Manager will be \$160,000 plus GST during the Construction Phase and is included in the Total Development Cost. This is not a cost during the Operational Phase.	5.2
Capital Raise Fee	5% plus GST of Subscriptions shall be payable under this PDS and payable upon Drawdown. This is included in the Total Development Cost and is not a cost during the Operational Phase.	
Performance Fee	A performance fee is payable to the Investment Manager from final sale proceeds based on a specific minimum internal rate of return being achieved for Unitholders and is not a cost during the Operational Phase.	5.2
Transaction Administration Fee	2.0% plus GST of the Property valuation at the end of the Construction Phase is payable provided that Total Development Cost is not exceeded.	5.2
Disposal Fee	Up to 1% plus GST of the sale price of the Property. Payments and Commissions to external parties such as real estate agents involved in the sale of the Property are excluded from the fee and will be an additional cost to the SkyHotel Investment Fund. This is not a cost during the Operational Phase.	5.2

2.0

FUND OFFER AND STRUCTURE

2.1 Investment objective

Property Collect's aim is to provide Investors with regular and reliable income with tax deferred income, with the potential for capital growth through an investment by the wholly owned sub-trust of Property Collect in the Property. Unitholders have the opportunity to participate by subscribing for SIUs in Property Collect, which will hold 100% of the units in the SkyHotel Investment Fund (the "SkyHotel Investment Fund"). The income and capital growth is not guaranteed and is subject to the risks disclosed in section 4 which Investors must consider before investing in Property Collect.

Based on the information provided by the Investment Manager, the Responsible Entity considers that the Ramada SkyHotel meets the investment objective of Property Collect because of the following features.

- **Geographic Location.** The Ramada SkyHotel is located in Queensland in Hervey Bay the Whale watching capital of Australia, which is situated approximately 3.5 hours' drive from Queensland's capital Brisbane.
- **The property.** Ramada SkyHotel, once constructed, will consist of 78 standard hotel rooms, 4 executive rooms and a presidential suite. The ground floor will comprise a reception area, gym, 5 hotel rooms and other services. There will then be 6 floors of hotel rooms and a top floor, which will be the multipurpose bar, restaurant and conference centre owned and operated by Marina Land or related entities.
- **Guarantee of Lease by Experienced Operator.** Ramada SkyHotel will be leased by the trustee/custodian of the SkyHotel Investment Fund to SkyHotel Resort Management, the operator of Ramada SkyHotel. Angel Hotel Management owns the Management and Letting Rights of Ramada Hervey Bay.

Angel Hotel Management operates the current Ramada Hervey Bay and has a Franchise Agreement with Wyndham Hotel Group to use the Ramada branding for both the current Ramada Hervey Bay and the SkyHotel, and will license SkyHotel Resort Management. Angel Hotel Management will guarantee the performance of SkyHotel Resort Management under the Agreement for Lease and the Lease.

- **Lease.** SkyHotel Investment Fund will Lease Ramada SkyHotel to SkyHotel Resort Management for the Operational Phase with a Fixed Rent plus an Additional Rent for a 5-year term. Read Section 6 of this PDS for a summary of the Lease.

To achieve SkyHotel Investment Fund investment objective, the Responsible Entity will appoint an Investment Manager, Collective Wealth, to:

- manage its relationships with SkyHotel Resort Management (the Tenant) and stakeholders to safeguard SkyHotel Investment Fund's income and capital growth potential;





- ensure that Ramada SkyHotel is well presented and maintained by the Tenant and the body corporate;
- minimise the holding costs of the SkyHotel to improve net property income;
- actively seek value adding opportunities for the SkyHotel; and
- regularly review the SkyHotel performance to determine if it is appropriate to market the SkyHotel for sale, in order to maximise returns to investors.

The SkyHotel Investment Fund is a single asset, closed-end, unlisted property trust wholly owned by Property Collect. To support income reliability for investors and add predictability to Property Collect's future income stream, the Responsible Entity may enter into a fixed interest rate loan on the SkyHotel Investment Fund's long-term borrowings. The interest rate and debt position will also be actively managed.

2.2 Significant benefits of investing in Property Collect

Investors may enjoy the following benefits of acquiring SIUs under the Offer and becoming a Unitholder:

- regular and reliable income for investors provided through the rental payable by SkyHotel Resort Management under a Lease to SkyHotel Investment Fund which is guaranteed by Angel Hotel Management, who is an experienced operator of existing Ramada Hervey Bay;
- potential (but not guaranteed) capital growth of a property;
- access to a property team with extensive and proven real estate experience;
- property available to be sold for distribution to Unitholders; and
- regular reporting on SkyHotel Investment Fund performance.

2.3 The Offer

The Offer comprises a minimum 8.5 million SIUs at an Issue Price of \$1.00 per Unit. The Offer will open on Monday 15 November 2021. The proceeds of the Offer will be used to partly fund the development and construction of Ramada SkyHotel and to establish SkyHotel Investment Fund, with the remaining funding required to be provided under a loan from a Financier.

Acquisition of Land and Level 7 Fit-Out

The Land has been valued by PHV Valuers at \$500,000 plus GST on an 'as is' basis and \$800,000 plus GST on an 'as if approved basis' with a Development Approval. The Level 7 'as if complete' Shell has been valued at \$860,000 plus GST.

SkyHotel Investment Fund will purchase the Land from Marina Land Pty Ltd, on which SkyHotel is to be constructed, for the 'as is' value of \$500,000 plus GST, with such payment deferred until construction completion and title issue. Marina Land has paid all costs to obtain the Development Approval on the Land. In consideration for the \$800,000 plus GST 'as if approved basis' valuation, SkyHotel Investment Fund will transfer Title 2 to Marina Land, being the Shell of Level 7, which has been valued at \$860,000 plus GST, when construction is complete. The \$60,000 differential between the \$860,000 and \$800,000 is accounted for in that Marina Land has agreed to charge no interest on the \$500,000 plus GST payment deferred amount.

SkyHotel Investment Fund shall complete at its own cost the Fit-Out of Level 7 estimated at \$808,132 plus GST. This is an expense of the SkyHotel Investment Fund and therefore comes out of the scheme property of Property Collect.

Upon construction completion the actual amount to undertake the fit-out will be calculated and will be invoiced to Marina Land. Marina Land will contemporaneously invoice SkyHotel Investment Fund for the same amount (being the actual amount to complete the fit-out) for the provision of services and guarantees.

These services and guarantees include obtaining Fraser Coast Regional Council dispensation of the estimated \$800,000 of infrastructure

charges payable as part of construction, personal guarantees by Timothy Wright and Justin Xu for the SkyHotel Investment Fund Debt Facility, and the provision of Title 2 loan security arrangements for the SkyHotel Investment Fund Debt Facility. See Section 6 and 11.7 of this PDS.

Development and Construction of the Building

Upon meeting the preconditions for Drawdown, Construction of Ramada SkyHotel is anticipated to commence in mid-2022, with a target construction period of 12 months. While delays in construction can occur, the target is to open Ramada SkyHotel prior to mid-2023. During the construction phase, the progress of the development will be closely monitored and reported on to the Responsible Entity by the Investment Manager with respect to timeframes and construction costs. See Section 3 of this PDS.

Minimum Subscription Amount

The Minimum Subscription Amount is \$8.5 million. The Minimum Subscription Amount must be raised by 29 April 2022 or other such date (not later than 12 months after the date of this PDS) as determined by the Responsible Entity at its discretion.

Offer Closing Date

This is expected to be the date the Responsible Entity has raised the Total Offer Amount. However, the Responsible Entity may close the Offer at an earlier time.

Investment prior to the Minimum Subscription Date

The Issue Price for SIUs under the Offer is \$1.00 per Unit. This is the amount to be paid when submitting an Application Form. If the Minimum Subscription Amount is raised by the Minimum Subscription Date, and the Drawdown Conditions Precedent are satisfied the SIUs will be issued on the Minimum Subscription Date. No returns are payable on SIUs until the monies are drawn down.

If Minimum Subscription Amount is not raised

If the Minimum Subscription Amount is not achieved by the Minimum Subscription Date, the Offer may be extended and the Offer continued to be filled.

Alternatively, if the Minimum Subscription is not achieved by the Minimum Subscription Date, the Offer may be withdrawn and all money received will be refunded without interest as soon as practicable, in accordance with the requirement of the Corporations Act.

Minimum investment oversubscription

A minimum of 5,000 SIUs (\$5,000) must be applied for under the Offer. Applications in excess of 5,000 SIUs must be made in multiples of 1,000 SIUs (\$1,000).

It is not intended to accept additional applications once the Total Offer Amount has been raised and applications for SIUs may be scaled back or rejected in full pursuant to this Offer.

Cooling-off

Property Collect will be 'illiquid' at the time of the issue of the SIUs within the meaning of the Corporations Act, and therefore no cooling-off rights are available to investors.

Transferring SIUs

There is no redemption or withdrawal facility for Unitholders, and therefore an investment in Property Collect should be considered illiquid. However, the Investment Manager will keep a register of Unit holdings wishing to dispose of SIUs and new investors wanting to acquire SIUs in Property Collect.

Unitholders will be able to transfer their SIUs to a third party in accordance with the Constitution. Transfers will not be effective until registered by or on behalf of the Responsible Entity. The Responsible Entity may refuse to register any transfer of SIUs. Transfers are subject to the same 'Know your Customer' provisions as set out in Section 11.9 of this PDS.

Conditions precedent to funds Drawdown ("Drawdown Conditions Precedent")

Prior to Drawdown the Responsible Entity will ensure the following.

- All relevant agreements including Land Transfer Option, Title 2 Option, Fit-out Deed, Security and Interest Deed are novated or assigned to SkyHotel Investment Fund from the Investment Manager

- Development Approval ("DA") has been attained; see Section 3.16 for confirmation of DA
- A Debt Facility has been arranged
- The Minimum Subscription Amount has been raised
- Construction contract has been negotiated; the Investment Manager may commence construction prior to the Drawdown and any reasonable costs incurred will be reimbursed
- Project is Fully Funded; there is sufficient debt and equity based on the Total Development Cost for the project to proceed
- All other requirements of the Responsible Entity are met.

2.4 Term of SkyHotel Investment Fund and exit strategy

Under the Constitution, the term of Property Collect is the perpetuity period of 80 years. However, the Responsible Entity intends to operate SkyHotel Investment Fund for the Initial Term.

The Initial Term of SkyHotel Investment Fund is expected to end on 6 years from Drawdown but this period may be extended or shortened in the absolute discretion of the Responsible Entity as the sole unitholder of SkyHotel Investment Fund. It is expected that SkyHotel will be marketed for sale before or around the time of expiry of the Initial Term. However, there is no guarantee that the SkyHotel can be sold during the Initial Term. If the economic market conditions are not suitable at that time, then the Responsible Entity may extend the timing of the sale.

The Responsible Entity may terminate SkyHotel Investment Fund earlier if it considers that would be in the best interests of Unitholders (for example, to take advantage of a selling opportunity).

2.5 Structure

Investors will acquire SkyHotel Investment Units ("SIUs") in Property Collect, which will hold 100% of the units in the sub-trust SkyHotel Investment Fund. The SIUs will have an entitlement to any income and capital gains derived by Property Collect through SkyHotel Investment Fund's ownership of the investment as described in this PDS.

The SIUs will not entitle the holders to any other investments that may be held by Property Collect including through any other wholly owned sub-trusts (of which there are none as at the date of this PDS).

The Property Collect Growth Trust ARSN 621 450 397 was registered with ASIC on 12/09/2017.

Responsible Entity

Huntley Management Limited (ABN 52 089 240 513) ("Huntley Management") is the responsible entity of Property Collect, and the issuer of this PDS and the SIUs to be issued under this PDS. Huntley Custodians Limited will act as custodian for Property Collect and SkyHotel Investment Fund.

The board of Huntley Management comprises three directors: John Knox, Stephen Law and Brian Silvia who is also the Chairman. For further information on Huntley Management and each director, see Section 10.2 of this PDS.

Gearing Policy (Benchmark 1 in first table in section 2.6)

The Responsible Entity maintains and complies with a written policy that governs the level of gearing at an individual credit facility level.

The amount of debt SkyHotel Investment Fund has borrowed compared to the gross assets of SkyHotel Investment Fund is referred to as 'gearing'. Gearing both increases the potential returns to Unitholders, as well as potential losses. The higher the gearing, the greater the potential risk.

The Gearing ratio and Interest Cover Ratio (see below) both indicate the potential risks faced by SkyHotel Investment Fund as a result of its borrowings due to, for example, an increase in interest rates or a decrease in property value.

The repayment of loan principal and interest ranks ahead of investors' equity in SkyHotel Investment Fund and payment of interest on borrowings must be funded before any distributions to investors. As a result, the borrowing terms and conditions are important factors to consider.

The risks associated with gearing are further set out in Section 4 of this PDS.

Gearing ratio (Disclosure Principle 1 in second table in section 2.6)

The Gearing Ratio at the Minimum Subscription Amount is forecast to be 49% and at the Maximum Subscription is forecast to be 47% using the following formula and the financial information found in Section 7 of this PDS. The total assets used in this ratio is the value of the Property as per the PHV valuation.

$$\text{Gearing Ratio} = \frac{\text{Total interest bearing liabilities}}{\text{Total assets}}$$

Under the Debt Facility, the Financier's gearing requirements differ to the above Gearing Ratio as the Financier adopts a loan-to-value ratio covenant instead (i.e. the 'Financier LVR'). The Financier LVR is anticipated to be no more than 60% calculated by dividing the Debt Facility limit by the Financier-approved valuation of the SkyHotel and top floor facilities, with the result expressed as a percentage. It does not consider other assets and liabilities which are included in the Gearing Ratio.

The Responsible Entity expects both the Gearing Ratio and the Financier LVR to be maintained below 60% during the Forecast Period. A copy of the gearing policy and interest cover ratio policy can be obtained by contacting the Investment Manager.

Interest cover (Benchmark 2 in first table in section 2.6 and Disclosure Principle 2 in the second table in section 2.6)

The Responsible Entity maintains and complies with a written policy that governs the level of interest cover at an individual credit facility level.

During the term of the Debt Facility, interest is paid on the principal amount of the loan from the earnings of the SkyHotel Investment Fund. The ratio between earnings and interest is called the

'interest cover ratio' ('ICR'). The lower the ICR the greater the associated risk.

The ICR in the first year of the Lease is estimated to be 3.8 times at the Minimum Subscription Amount and 3.9 times at the Maximum Subscription Amount, using the following formula and based on the financial information found in Section 7 of this PDS.

$$\text{Interest Cover Ratio} = \frac{\text{EBITDA - unrealised gains + unrealised losses}}{\text{Interest expense}}$$

The EBITDA (earnings before interest, tax, depreciation and amortisation), straight lining of rentals, and interest expense used in the calculation are based on a number of assumptions set out in the financial information in Section 7 of this PDS.

The ICR measures the ability of SkyHotel Investment Fund to meet its interest payments on borrowings from its earnings. The Responsible Entity expects the ICR to be maintained above 1.8 times during the Forecast Period. The ICR for the Financier is calculated on the same basis. Please see Section 11.6 of this PDS for more information.

Interest rate management

The Responsible Entity intends to actively manage interest rate risk in order to reduce interest expense volatility as part of its capital management strategy.

The Responsible Entity intends where possible and where in the prospective interest of Unitholders to enter into a fixed interest rate loan agreement for the Debt Facility at the most competitive interest rate that can be obtained for part or all of the term of the Debt Facility. Other than during the construction period interest expenses are not capitalised. Further information about the interest rate is set out under 'Finance costs' in Section 7 of this PDS.

Interest Capitalisation (Benchmark 3 in first table in section 2.6)

The interest expense of the scheme is not capitalised during the Operational Phase. However the interest is capitalised during the Construction Phase.

Valuation Policy (Benchmark 4 in first table in section 2.6)

The Responsible Entity has, and complies with, a Valuation Policy for Property Collect.

- (a) The Responsible Entity will have a Valuation Panel.
- (b) In order for a valuer to be appointed to the Valuation Panel, the valuer must be registered or licensed in the relevant state, territory or overseas jurisdiction in which the direct real property is located (where a registration or licensing regime exists), or otherwise be a member of an appropriate professional body in that jurisdiction and be independent.
- (c) The Property Investment Manager informs the Board of any information received on valuers on the Valuation Panel indicating they should be removed from the Valuation Panel, e.g. allegations of professional negligence, valuation reports received that are consistently not in accordance with instructions, inadequate PI cover or valuations received that are misleading, deceptive or prepared in an unprofessional or incompetent manner.
- (d) Before any valuer is appointed to value any Investment, the Responsible Entity must enquire of the valuer as to whether the value has any actual or perceived conflicts of interest in undertaking the valuation and, if so, if the Responsible Entity determines that such conflict of interest is likely to affect the valuation undertaken or result in the valuer not being independent the Responsible Entity will appoint another valuer who does not have any actual or perceived conflicts of interest.
- (e) The Responsible Entity rotates the valuers on the Valuation Panel who are appointed to carry out a valuation of an investment so that different valuers are used for different Investments as far as is practicable having regard to the above.
- (f) an independent valuation must be carried out with respect to each Investment:
 - (1) before the Investment 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

(2) within two months after the directors form a view that there is a likelihood that there has been a material change in the value of the Investment.

(g) If the Responsible Entity uses an "as if complete" value, the Responsible Entity must also disclose the "as is" valuation and disclose to investors the risks associated with "as if complete" valuations including the risk that assumptions on which such valuations are based may prove to be inaccurate.

Valuation Instructions

(h) The valuer who is instructed must be a member of the Valuation Panel and be a valuer who is registered or licensed in the relevant state, territory or overseas jurisdiction in which the property is located (where a registration or licensing regime exists), or otherwise be a member of an appropriate professional body in that jurisdiction and be independent;

(i) Valuation instructions reflect the purpose of the valuation.

(j) Valuation instructions will detail the type of valuation to be performed and having regard to the type of valuation required (e.g. "as is" valuation or "as complete" valuation) and the information on the Investment that is required to be included in the valuer's report, (e.g. comparable sales, matters affecting the title and zoning of the property, including usage and potential risks such as flood, bush fire and land slippage; saleability of the property, suitability of the property for investment purposes, the insurable value of the improvements and relevant valuation industry standards and codes.

(k) The Board reviews the Valuation Panel annually.

The Responsible Entity intends that, commencing 30 June 2023, the SkyHotel will be independently valued annually by a qualified valuer in accordance with the above valuation policy.

The Responsible Entity may have the SkyHotel independently revalued at other times when it

believes there has been a significant change in the value or it is required under the Debt Facility in accordance with the above valuation policy.

The Land was independently valued at \$500k plus GST on an "as is" basis and the 83 rooms and related facilities of SkyHotel on an "as complete" basis it is valued at \$25.5 million by Property and Hospitality Valuations. The SkyHotel valuation of \$25.5 million of the 83 rooms and related facilities has been determined using a combination of the capitalisation of net income, discounted cash flow analysis and direct comparison. A summary of this valuation is set out in Section 9 of this PDS and the risks associated with the valuation are outlined in Section 4 of this PDS.

A copy of the Valuation Policy and the Valuation can be obtained by contacting the Investment Manager.

Related party transactions (Benchmark 5 in first table and Disclosure Principle 5 in the second table in section 2.6)

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 policy covers, amongst other things, the assessment and approval process for related party transactions, how these transactions are documented and monitored, as well as how the risk of any actual or perceived conflict of interest is managed.

The Responsible Entity will comply with Chapter 5C.7 if there are any related party transactions. The Responsible Entity discloses that the Custodian is a related party of the Responsible Entity.

The Responsible Entity:

- must act in the best interests of its Unitholders and meet its other fiduciary obligations
- will act on a commercial arm's length basis at all times, particularly if the counterparty to a transaction is a related party
- must comply with all applicable legal and regulatory requirements.

Angel Hotel Management have been funding certain costs of the Offer which will be refunded by the SkyHotel Investment Fund on Drawdown, see section 5 of this PDS.

In accordance with its powers under the Constitution, the Responsible Entity has appointed, Collective Wealth, as investment manager of SkyHotel Investment Fund, to provide fund and asset administration services in relation to SkyHotel Investment Fund. These services may include asset sourcing and disposal, funds administration, reporting, compliance, management of external service providers to the SkyHotel Investment and accounting activities. The appointment may be terminated on twelve months' notice from either party (or such lesser agreed notice period).

The Responsible Entity has policies and processes in place to manage the risk of any actual or perceived conflict of interest as a result of a related party transaction.

The terms of appointment of the Manager are in the opinion of the Responsible Entity, having regard to those policies and processes, reasonable in the circumstances if the Responsible Entity and the Manager had been dealing at arm's length.

The fees for these services will be payable by the SkyHotel Investment Fund. There will not be any additional charges from the Manager to the SkyHotel Investment Fund, unless the Manager undertakes additional work that would have been performed by another agent of the SkyHotel Investment Fund, such as a real estate agent. Any remuneration will be determined at the relevant time of appointment and will be at normal commercial rates and on arm's length terms.

Distributions (Benchmark 6 in first table and Disclosure Principle 6 in the second table in section 2.6)

Property Collect will only pay distributions from its cash operations (excluding borrowings) available for distribution.

Distributions are expected to be made quarterly in arrears from the rent paid by the Tenant under the Lease. The anticipated Distributions during the Construction Phase will be available for a

pessimistic 16 months construction time and these will be paid quarterly following Drawdown. The first Distribution during the Operating Phase is anticipated to be paid quarterly from the commencement of the Lease.

All distributions will be paid by electronic funds transfer direct into a nominated Australian financier account or an account with a financial institution (where there is a branch in Australia). Distributions will not be paid by cheque.

The Responsible Entity intends that those distributions will generally be made in line with SkyHotel Investment Fund's cash, from operations that are available for distribution. However, in accordance with the Constitution, distributions may include a return of capital, or a portion of the cash from operations that is available for distribution may be withheld in one period to smooth distributions and/or provide working capital for future periods.

The Responsible Entity will provide Unitholders each year with an annual tax statement, which will summarise the distributions paid/ payable in respect of that income year and the tax components, including any tax deferred component of that distribution.

Changes in interest rates, the level of gearing and other risk factors may influence the actual distribution or the tax deferred component of a distribution. Neither the Responsible Entity, nor the Custodian, or their directors guarantee returns from SkyHotel Investment Fund. See Section 7 of this PDS for further details on distributions and Section 4 of this PDS on the key risks associated with distributions.

It is expected that Property Collect income will be primarily derived from rental income from the Property. A copy of the Distribution Policy can be obtained by contacting the Investment Manager.

Depreciation and tax deferred

The Manager has engaged the services of BMT Tax Depreciation to estimate the likely depreciation deductions that could be claimed by SkyHotel Investment Fund.

The expected deductions for the first full year, and the first 5 years of ownership during

the Operational Phase according to BMT Tax Depreciation are outlined in the below table.

First full financial year depreciation deductions	\$925,000 to \$1,210,000 (MIN-MAX)
Five year cumulative depreciation deductions	\$3,237,500 to \$4,235,000 (MIN-MAX)

Claiming depreciation as a tax deduction results in cashflow from operations exceeding taxable income. The difference between cash distributed to unitholders and the taxable component of the distribution is considered as “tax deferred”. This gives rise to CGT event E4 (if Property Collect is not an AMIT) resulting in a reduction of the cost base/reduced cost base of your SIUs for the non-assessable proportion of the distribution.

Based on the forecast distributions and depreciation deductions, the tax deferred portion of the forecast distributions for the Construction Phase are anticipated to be 100% and for the Operational Phase are anticipated to be 100% for Year 1 and Year 2. The tax deferred amount will depend on the amount of Fixed Rent and Additional Rent received as income to SkyHotel Investment Fund. This forecast has been reviewed by Nexia Brisbane Corporate Finance Pty Ltd AFSL 478534 in accordance with Australian Standard on Assurance Engagements ASAE 3450 Assurance Engagements involving Fundraising and/or Prospective Financial Information.

Scheme Borrowing (Disclosure Principle 3 in table 2 in section 2.6)

Under the Debt Facility, the Responsible Entity, on behalf of the Property Collect Fund, initially anticipated borrowing between \$11 and \$13 million from the Financier.

The borrowings are to be secured by a First Mortgage over the Property and the top floor restaurant and conference centre and a general security over the assets of SkyHotel Investment Fund. Further details of this proposed Debt Facility is set out in Section 11.6 of this PDS.

The initial borrowings are structured on an interest-only basis during the Construction Phase with interest capitalised into the Debt Facility. The principal is not due to be repaid until the end of the loan term. The loan term is expected to be for an initial period of the construction phase plus term loan during the Operational Phase.

Interest payments will be paid from the Fixed Rent and Additional Rent generated by the Lease with SkyHotel Resort Management. The loan is anticipated to be refinanced or repaid from proceeds from the sale of the SkyHotel.

Net Tangible Assets (Disclosure Principle 7 in table 2 in section 2.6)

The Net Tangible Asset ('NTA') calculation can help investors understand the value of the assets and the risks of the investment.

The NTA is calculated as the total assets of SkyHotel Investment Fund, minus any intangible assets, less all liabilities. The NTA per Unit is calculated in accordance with the following formula:

$$\text{NTA} = \frac{\text{Net assets - intangible assets+/- other adjustments}}{\text{Number of SIUs on issue}}$$

NTA is calculated using information contained in the pro forma balance sheet of SkyHotel Investment Fund (Section 7 of this PDS).

SkyHotel Investment Fund has a forecast NTA per Unit of \$1.73 at the Minimum Subscription Amount and \$1.28 at the Maximum Subscription Amount at the end of the Construction Phase.

This forecast has been reviewed by Nexia Brisbane Corporate Finance Pty Ltd AFSL 478534 in accordance with Australian Standard on Assurance Engagements ASAE 3450 Assurance Engagements involving Fundraising and/or Prospective Financial Information.

Unitholder communications

The Registry will provide you with a:

- Confirmation statement – specifying details relating to your initial investment

- Distribution statement – a quarterly distribution statement detailing the distribution amount and payment date
- Regular reporting – annual and half yearly reports updating SkyHotel Investment Fund operations and updates on any important activities. The annual reports will include financial reports including audited financial statements for the 12-month period ending 30 June
- Tax statement – an annual tax statement setting out SkyHotel Investment Fund tax position following completion of the annual accounts in September of the following year.

Property Collect's registrar is, Collective Wealth.

Regular reporting, including the Annual Report and Audited Financial Accounts, will be sent electronically to you if you have elected to receive it by email. Paper copies of these reports will not be sent out unless you have requested this on the Application Form or in writing to us.

2.6 Summary of ASIC disclosure principles and benchmarks

ASIC has established eight disclosure principles and six benchmarks that responsible entities of unlisted property schemes are required to disclose against. These principles and benchmarks are set out in ASIC Regulatory Guide 46 *Unlisted property schemes: Improving disclosure for retail investors* (RG 46).

These disclosure principles were introduced to help investors to understand the key characteristics of unlisted property schemes and assess associated risks by clarifying the disclosure requirements of the law. The Responsible Entity aims to provide clear, concise and effective disclosure in this PDS.

The table below summarises the information required under RG46 and provides a PDS cross reference for more detailed information in relation to the relevant benchmarks and disclosure principles. Information about associated risks can be found in Section 4 of this PDS. Updates about any material changes to the matters listed in the table will be provided at skyhotel.com.au.

ASIC Benchmark (RG 46)	Does the fund meet the benchmark	Further information
1. Gearing Policy The responsible entity maintains and complies with a written policy that governs the level of gearing at an individual credit facility level.	Yes	See Section 2.5 and 7.2
2. Interest cover policy The responsible entity maintains and complies with a written policy that governs the level of interest cover at an individual credit facility level.	Yes	See Section 2.5 and 7.1
3. Interest Capitalisation The interest expense of the scheme is capitalised during construction and not capitalised thereafter.	Yes	See Section 2.5 and 7.4
4. Valuation policy The responsible entity maintains and complies with a written valuation policy that requires: <ul style="list-style-type: none"> (a) a valuer to: <ul style="list-style-type: none"> (i) be registered or licensed in the relevant state, territory or overseas jurisdiction in which the property is located (where a registration or licensing regime exists), or otherwise be a member of an appropriate professional body in that jurisdiction; and (ii) be independent; (b) procedures to be followed for dealing with any conflicts of interest; (c) rotation and diversity of valuers; (d) valuations to be obtained in accordance with a set timetable; and (e) for each property, an independent valuation to be obtained: <ul style="list-style-type: none"> (i) before the property is purchased: <ul style="list-style-type: none"> (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 the directors form a view that there is a likelihood that there has been a material change in the value of the property 	Yes	See Section 2.5

ASIC Benchmark (RG 46)	Does the fund meet the benchmark	Further information
5. Related party transactions	Yes	See Section 2.5
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.		
6. Distribution practices	Yes	See Section 2.5 and 7.1
The scheme will only pay distributions from its cash from operations (excluding borrowings) available for distribution.		

ASIC Disclosure principles (RG 46)	Does the fund meet the Disclosure principle?	Further information
1. Gearing ratio	Yes	See Section 2.5, 7.2 and 11.8
2. Interest cover ratio	Yes	See Section 2.5 and 7.1
3. Scheme borrowing	Yes	See Section 2.5 and 10.8
4. Portfolio diversification	No	There is a single investment in the Property as described in this PDS
5. Related party transactions	Yes	See Section 2.5
6. Distribution practices	Yes	See Section 2.5 and 7.5
7. Withdrawal arrangements	Yes	The investors do not have a right to withdraw from the scheme. Investments in SIUs in Property Collect are illiquid see Section 2.4
8. Net tangible assets	Yes	See Section 2.5 and 7.2



3.0

PROPERTY OVERVIEW

3.1 Property description

Ramada SkyHotel once constructed will comprise ground level plus 6 floors comprising 83 rooms as described earlier plus a roof top multipurpose conference, restaurant and bar. Ramada SkyHotel will be constructed on 3,518 sqm on Lot 99 of SP 225553.

Upon completion and title issue the SkyHotel Investment Fund will own the 83 rooms and related facilities and Marina Land will own the multipurpose conference, restaurant and bar and related facilities. The entire building will be under a Community Titles Scheme. An architectural and interior design statement follows this section with a level-by-level general componentry description and number of carparks as follows:

- Level 7 Multifunction conference, restaurant and bar (Important note)
- Level 6 4 executive rooms, 1 presidential suite and 3 hotel rooms
- Level 5 14 hotel rooms
- Level 4 14 hotel rooms
- Level 3 14 hotel rooms
- Level 2 14 hotel rooms
- Level 1 14 hotel rooms
- Ground floor Entry foyer and lobby, front desk, gym, services and 5 hotel rooms
- Covered car parks on ground 76 permanently marked car parks

A selection of room floor plans for levels 2, 3, 4, 5 and 6 is as follows:



Important Note – the Level 7 property is not owned or operated by SkyHotel Investment Fund

The number of rooms and room configuration and size of the 83 rooms to be owned by SkyHotel Investment Fund is as follows:

- 41 Standard rooms – 26 sqm internal
- 27 Standard rooms with balcony – 26 sqm + 6 sqm balcony
- 5 Standard rooms with terrace – 26 sqm + 7 sqm terrace
- 4 PWD (People with Disabilities) Standard rooms – 31 sqm internal
- 1 PWD Standard room with balcony – 31 sqm internal + 6 sqm balcony
- 4 Executive room – 47 sqm internal + 6 sqm balcony (there is the one with a 18 sqm balcony)
- 1 Presidential suite – 100 sqm internal + 12 sqm balcony

The following is a model of the existing Ramada with Ramada SkyHotel depicted as the ground floor plus 6 floor building. This is a model only and changes in design, colour, materials and look may occur in the construction methodology and value management process.



*Artist's perspective
and model only*

3.2 Construction Overview

SkyHotel Investment Fund proposes to enter into a construction contract on terms agreeable to the Responsible Entity with a reputable construction contractor experienced in this style of development. The construction contractor will also be required to be approved by the Financier.

Appointment will be the subject of a construction contractor evaluation process to achieve the best price and quality.

The construction contractor will be required to enter into an industry standard performance agreement(s) to ensure the delivery of SkyHotel on time. The construction contractor will provide both SkyHotel Investment Fund and the Project Administrator, Collective Wealth, for their approval, prior to construction commencing details of:

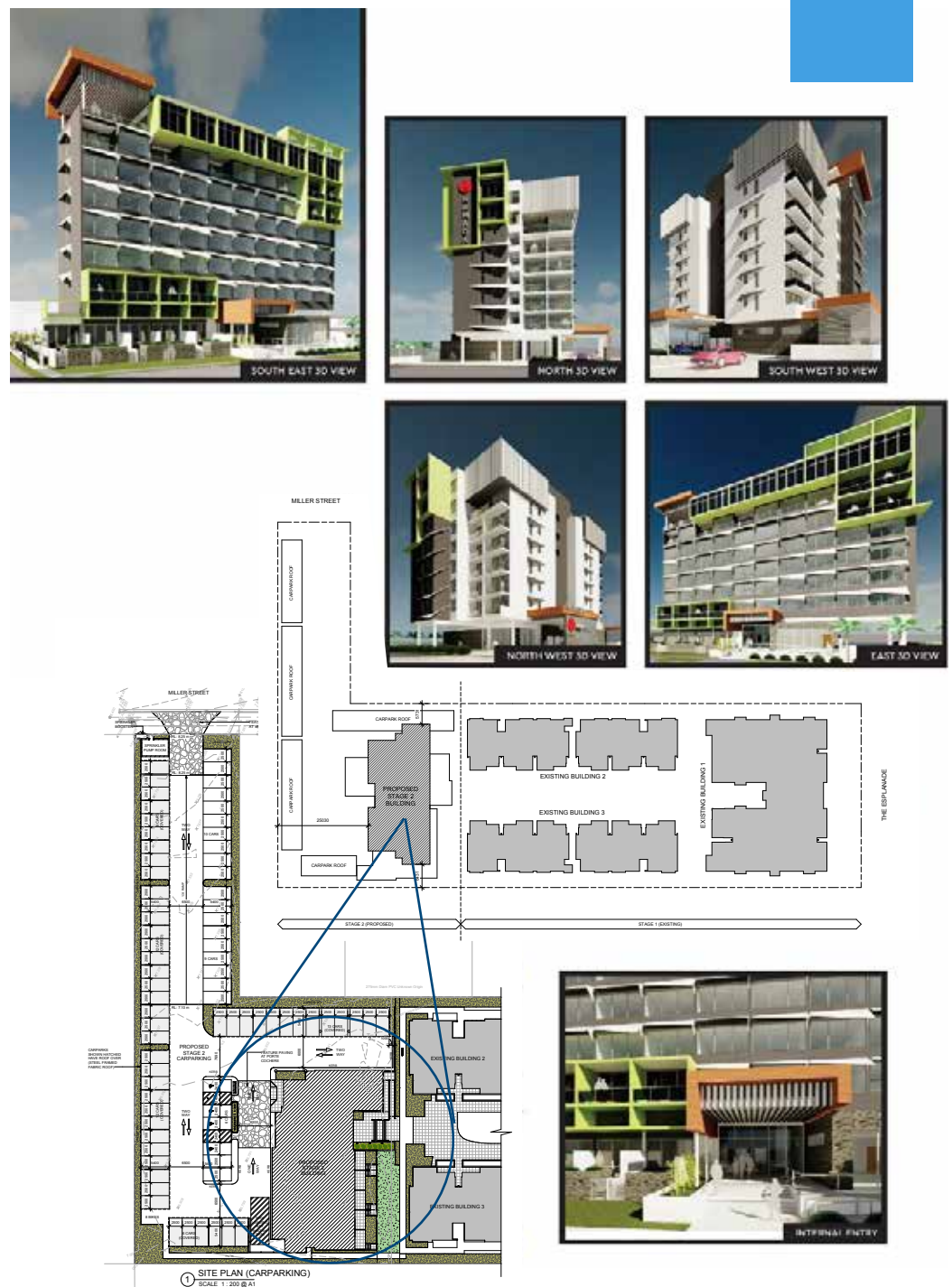
- relevant experience
- nominated personnel
- sub-contractors
- construction program
- quality assurance status
- financial capacity and insurance criteria

- design methodology
- construction methodology
- cash flow projections
- ability to successfully carry out the requirements of the contract
- construction time, program logic and accompanying method statements
- track record in Industrial Relations
- management, workplace health and safety
- technical, managerial, physical and financial resources
- performance of recent work
- other commitments potentially affecting the capacity to carry out the contract

SkyHotel Investment Fund are of the view that a contract will be able to be entered into with a contractor that reflects the assumptions made in the financial forecasts in Section 7.

3.3 Development Approval drawings

The following architectural drawings extracts were submitted to the Fraser Coast Regional Council as part of the process for Development Approval of SkyHotel which is to be constructed on the Land at the rear of the existing Ramada Hervey Bay located on 627 Charlton Esplanade, Urangan, Hervey Bay. Development Approval was granted on the 26 August 2021.



3.4 Construction Payments and Reporting Methodology

Regular payments will be required to be made to the construction contractor as well as to other development related parties, such as building consultants, during the course of construction. Collective Wealth in its role as the Project Administrator will oversee and approve all payments subject to final approval by the Responsible Entity. A further key party signing off construction payments for the Construction Funder will be the Quantity Surveyor ("QS") appointed by the Financier. This QS will be experienced in this style development. Further, SkyHotel Investment Fund will have an overseeing QS, Janivco, whose summary letter follows this section.

The Financier appointed QS will be required to undertake a comprehensive cost report for the Financier to enable Funding Approval and when construction commences to provide regular (generally monthly) construction fund drawdown certificates for payment to the Construction Contractor.

3.5 Construction Funder Appointed QS initial report

The Financier appointed QS will provide an initial report to the Financier to enable Funding Approval. This report will generally comprise the following information but such will vary depending upon QS and Financier requirements. However, the following will be the minimal required by SkyHotel Investment Fund and the Project Administrator for the QS to assess the cost and program for SkyHotel construction.

- Project Description
- Project Documentation
- Construction Contract
- Construction Cost Verification
- Consultants review
- Authority, Approval and Compliance
- Development Budget
- Insurance

- Development Program and Cash Flow
- Contractor Capability
- Environmental and Geotech Audit

3.6 Construction Funder Appointed QS progress valuation report

The Financier appointed QS will provide a monthly Construction Progress Valuation report to the Financier to enable construction fund payments by the Financier to the Construction Contractor. This report will generally comprise the following information but such will vary depending upon QS and Financier requirements. However, the following will be the minimal required by SkyHotel Investment Fund and the Project Administrator for the QS to assess the cost and program for SkyHotel construction.

- Contract Statement
- Progress as at (Date)
- Milestones
- Building Program Status
- Variations
- Insurances
- Approvals and Permits
- Attachments including Builders Statutory Declaration

3.7 SkyHotel Investment Fund Quantity Surveyor

SkyHotel Investment Fund has appointed James Niven principal of Janivco, an experienced Quantity Surveyor, to provide a construction report for SkyHotel Investment Fund and the Project Administrator. A summary of this report follows this section. It is also contemplated that Janivco will further be appointed during the pre-construction phase to evaluate and review construction methodology and contract pricing. When construction commences it is contemplated that Janivco will co-ordinate with the Project Administrator as to a number of key aspects as to construction progress.

The Janivco summary letter details the current expected, pessimistic and optimistic construction estimates which will be refined prior to construction commencement.

- Project Management
- Site meetings
- Reporting

3.8 Project Administrator

SkyHotel Investment Fund has appointed Collective Wealth as Project Administrator. Accordingly Collective Wealth will undertake duties such as follows and report fortnightly to SkyHotel Investment Fund.

- Project status
- Construction Funder status
- Construction Contractor status
- Evaluation of QS reports
- Status of project budget
- Project issues and solutions
- Construction program

3.9 Construction Contractor

The appointed Construction Contractor will provide SkyHotel Investment Fund, Collective Wealth, the Financier, Janivco, the Construction Funder appointed QS and other nominated parties a detailed Cost Plan prior to completion of the Construction Contract. This will detail items such as:

- Project Summary
- Proposed Contract Sum
- Provisional Sums
- Program and Methodology
- Exclusions
- Value management during construction
- Project Experience
- Current projects underway
- Insurances
- Personnel

3.10 Right to contribute and/or undertake early works

Marina Land, SkyHotel Resort Management and Angel Hotel Management reserve the right to provide funding to SkyHotel Investment Fund for construction or for upgrade of any componentry in Ramada SkyHotel, or to pay for construction contractors or materials directly for the development and construction of SkyHotel with the approval of the Responsible Entity and Investment Manager. Further, these parties or any related parties of these parties or their directors reserve the right to undertake early works for the development of Ramada SkyHotel and pay for such early works based on a Quantity Surveyor Drawdown Certificate provided that SkyHotel Investment Fund and the Investment Manager are in agreement that such early works benefits the Project and accordingly will reimburse for such works.

3.11 Building design, alterations and construction cost

In the process of 'value management' of construction design and Debt Financier approval, or development/building approval, the Responsible Entity in conjunction with others may ascertain that design changes, or floor plan changes may be prudent. In such event, provided that in the Responsible Entity's opinion it does not adversely affect (and seeks to benefit) the investment security and/or financial position of SkyHotel Investment Fund or the Unitholders, the Responsible Entity will proceed with such changes. This flexibility includes a possible increase in the construction price if such is considered to be to the benefit of the Project.

3.12 Total Development Cost

While construction cost forms a substantial component of Total Land and Construction Cash Flow Cost, the following table details the forecast Total Development Cash Flow Cost to complete the development and construction of Ramada SkyHotel and meet additional costs such as contingency, lease incentive and interest cost

of Ramada SkyHotel. The table is followed by Explanatory Notes on each item.

As detailed in Sections 2 there is no cash cost for the Land due to the arrangement with Marina Land for the Level 7 multipurpose facility. Marina Land have negotiated a dispensation with the Fraser Coast Regional Council for the payment of infrastructure charges.

Total Development Cost Analysis

Development Item	Note	Project Budget Cash Flow		
		Optimistic	Expected	Pessimistic
Land Cost	1	\$0	\$0	\$0
Stamp duty land transfer	2	\$20,000	\$20,000	\$20,000
Legal Costs, transfers and documentation	3	\$10,000	\$10,000	\$10,000
Other settlement costs	4	\$10,000	\$10,000	\$10,000
Finance and broker establishment fees	5	\$180,000	\$180,000	\$180,000
Insurance, rates and taxes and contingency	6	\$12,000	\$12,000	\$12,000
Construction consultant fees	7	\$450,000	\$450,000	\$450,000
Project Administration Fees	8	\$200,000	\$150,000	\$120,000
FFE (Furniture, Fixtures and Equipment)	9	\$850,000	\$850,000	\$850,000
Council and statutory costs construction	10	\$100,000	\$100,000	\$100,000
Council infrastructure cost	11	\$0	\$0	\$0
Project QS bank and QS owner	12	\$40,000	\$40,000	\$40,000
Q Leave	13	\$100,000	\$100,000	\$100,000
Construction costs	14	\$16,500,000	\$17,600,000	\$19,000,000
Company costs	15	\$50,000	\$50,000	\$50,000
Total Development Cost		\$18,522,000	\$19,572,000	\$20,942,000
Project contingency	16	\$750,000	\$750,000	\$750,000
Refund estimate of establishment costs	17	\$100,000	\$100,000	\$0
Trustee and responsible entity costs	18	\$207,500	\$207,500	\$207,500
PDS brokerage and referrer fee allocation	19	\$425,000	\$500,000	\$600,000
PDS marketing costs	20	\$100,000	\$100,000	\$100,000
Lease incentive fee	21	\$793,333	\$933,333	\$1,120,000
Debt finance construction interest	22	\$295,832	\$292,141	\$286,941
Total Project Cash Flow Cost		\$21,193,665	\$22,454,974	\$24,006,441
Peak Cash Flow Debt		\$12,673,666	\$12,434,974	\$11,986,441
Rounded TDC	23	\$21,000,000	\$22,500,000	\$24,000,000
Equity	24	\$8,500,000	\$10,000,000	\$12,000,000
Debt	25	\$12,500,000	\$12,500,000	\$12,000,000

Explanatory Notes and Assumptions

1. Refers to the Land Cost which is a noncash cost.
2. Refers to stamp duty to transfer the Land to SkyHotel Investment Fund.
3. Refers to an allocation for legal costs for the land transfer and review of construction loan facilities.
4. Refers to a contingency allocation for other costs which may arise in the settlement process of the land and establishment of the construction facility.
5. Refers to the cost of establishing the debt finance facility for construction using an independent specialist finance broker plus financier establishment fees. This has been based at 1% of a debt funding facility of \$12 million. Further, at the end of construction there is an allocation of 0.5% establishment fee for the rollover from a construction loan facility to a business loan facility.
6. Refer to insurance, rates payable and other statutory taxes as well as contingency.
7. Refers to the design and development consultants associated with the project including the architect, structural engineer, hydraulic engineer, fire engineer, building certifier, interior design consultant, electrical engineer, and other required consultants for the delivery of Ramada SkyHotel.
8. Refers to the fee payable to Collective Wealth for project administration which entails the overall coordination of the project in conjunction with the construction contractor, consultants and other parties. This fee has an incentive / results component based on the negotiated construction cost of the building with respect to Expected, Optimistic and Pessimistic construction price.
9. Refers to the 'fit out' of SkyHotel with respect to furnishings such as beds, cupboards and other internal furnishing of hotel rooms including furnishing of common areas as well as the furnishing of the Level 7 multipurpose facility.
10. Refers to costs payable to Fraser Coast Regional Council and other authorities for items such as plumbing fee, water connection fees and QFRS.
11. Refers to the Fraser Coast Regional Council costs which would ordinarily be levied on to the project for which Marina Land has negotiated a dispensation and hence a noncash cost.
12. Refers an allocation of costs for the financier quantity surveyor for the initial cost plan report and subsequent construction cost certificates as well as an allocation for the quantity surveyor for the SkyHotel Investment Fund.
13. Refers to an allocation of costs for Q Leave which relates to the construction cost and an allocation for fees levied by Queensland Fire and Emergency Services.
14. Refers to the construction cost allocation as detailed by Janivco as Quantity Surveyor; with a cost range of Expected, Optimistic and Pessimistic. A summary letter concerning this follows this section.
15. Refers to the cost of operating the trust and company including travel, secretarial and administration, and other related costs.
16. Refers to Project Contingency to meet unexpected costs as well as cost increases or changes in cost on any particular cost within the forecast budget stated above as long as the Total Development Cash Flow Cost does not exceed \$24 million.
17. Refers to the cost incurred by Angel Hotel Management to pay for a variety of costs of establishing the project which includes valuations, DA application, and PDS costs.
18. Refers to the cost payable to the Huntley Group for trustee and responsible entity services.
19. Refers to the costs payable to referrers, marketers, financial planners and others who

provide services or brokerage with respect to raising capital for the PDS.

20. Refers to the costs of marketing the Product Disclosure Statement (PDS) and paid or reimbursed to relevant parties involved in the marketing.

21. Refers to the incentive fee paid by SkyHotel Investment Fund (lessor) to Angel Hotel Management Pty Ltd (lessee) to enter into the Agreement to Lease calculated at 7% of the total Subscriptions at Drawdown multiplied by 16/12.

22. Refers to the calculated interest payable as a line fee at 2% per annum on a \$12 million loan

facility for the period of the construction loan plus interest charged on the debt outstanding on a monthly basis.

23. Refers to the forecast Total Project Cost rounded for analysis purposes.

24. Refers to the minimum and maximum investor subscriptions which along with the construction finance facility will be required to meet all forecast projects costs to enable a fully funded project.

25. Refers to the Debt Facility which along with the Subscriptions will be required to meet all forecast projects costs and to enable a fully funded project.

3.13 Architect's statement

Sky Hotel Ramada Hervey Bay Architectural Design Statement 16th August 2021

Introduction

As the architects for the current Ramada Hervey Bay resort we are excited to deliver the design for the new Ramada Sky Hotel, the final stage of this integrated development.

About Us

MullArch is an award winning architectural practice based in Brisbane providing high quality, comprehensive architecture, interior design and project management services to private, corporate and government clients.

Our portfolio is varied, however we have a particular interest and therefore specialise in all forms of residential architecture, including houses, apartments, townhouses, resorts and aged care facilities. Our interest in the residential component of our profession has developed from and is supported by our over 25 year experience in this field.

We pride ourselves in providing a quality customised architectural service that meets our client's requirements. As a result of many hands-on years in the industry, we can offer the perfect mix of extensive insight, professionalism, groundedness and creativity.

As promoted by the Australian Institute of Architects, MullArch Architects is proud to be recognised as a 'premium quality practice' under the Institute's A+ brand.

About Sky Hotel

The Sky Hotel building was first considered from the initial concept plan for the Ramada Hervey Bay site over 10 years ago, therefore the design will integrate seamlessly with the existing development. The original design of the Sky Hotel was a five storey building, however, it has since been increased to eight storeys to take advantage of a change in the council's planning scheme.

Meticulously designed to maximise views, all guest suites feature full-width glazing and a vast majority of them are orientated toward the east to capture the views of the Great Sandy Straits. The guest facilities - including restaurant, bar and function rooms, will also exploit these exquisite views, as they float high above the existing Ramada suites occupying the entire top floor of the new Sky Hotel.

Careful consideration has been given to the layout of the rooms to ensure the Sky Hotel offers diversity and choice of accommodation type, the pinnacle being the Presidential Suite boasting generous-sized rooms and superior finishes.

The Sky Hotel will undoubtedly be the highlight of the resort complex with its contemporary design and refined articulation. We look forward to progressing the detailed design of the Sky Hotel and undertaking our role in the completion of the Ramada Hervey Bay resort development.



MULLARCH
architecture

AARON MULLER

DIRECTOR
BA. ARCH.(HONS)
BA. BUILT ENV. ARCH.
ARAIA

JODIE MULLER

PRINCIPAL
BA. ARCH.(HONS)
BA. BUILT ENV. ARCH



LVL 1,17 BILLABONG ST
STAFFORD QLD 4053

PHONE 07 3856 5135
mail@mullarch.com.au

ACN 21551415

3.14 Interior design statement

RAMADA HOTEL STAGE 2

Interior Design Intent

BRIEF

Adentro Design have been engaged by Angel Hotel Management and the Ramada SkyHotel development team to consult on the interior design and ambience of the new Ramada Plaza Hotel generally integrated with the architect.

Our Brief has been to create an environment which is 'stand out' for Hervey Bay and the Fraser Coast yet reflects the needs of the guests. These needs encompass Ramada Plaza Hervey Bay being a leading corporate hotel as well as the leisure market. We aim to 'pitch' the Ramada Plaza Hotel finishes at a level which meets those guest needs and capital expenditure that also meets the needs of all stakeholders such as investors and the hotel operator.

Stand out features requested not only include the guest experience and ambience when they first walk into the Ramada Plaza but the 'in room' experience to be plush with a luxurious feel and include some key items such as:

- King bed
- A plush sofa
- Keyless check in
- High level technology
- Automatic blinds
- And access to an excellent F+B facility

With careful and thoughtful design and wise selections we believe we can create a hotel room atmosphere, ambience and luxury at an affordable cost.

As detailed design development progresses there will be a process of updates and evaluation to achieve the best outcome for all stakeholders. This being guests with respect to guest experience, the hotel owner with respect to capital outlay and forecast room rate to optimise return on investment, and the hotel operator with respect to operational and management aspects.

ABOUT US

Adentro Design is an innovative team of interior architects led by Kelly Tuck. For over twenty years we have been creating inspiring environments to celebrate the people who use them. We aim to work closely with the architects to ensure we create a balanced interior exterior environment.

Every project is unique.

We take a fresh approach to every project without the constraints of preconceived ideas, a stringent style, or a set formula. We have built a reputation for delivering design solutions that reflect each project's 'point of difference' and are tailored to the people who use them.

Your space should tell your story and inspire you!

When we design a hotel like Ramada Stage 2 our knowledge of construction and materials allows us to look at each element for performance, durability and sustainability. We aim to create a beautifully detailed, serene environment that will make guests feel at home and will stand the test of time.

RAMADA STAGE 2

As interior architect, our vision for Ramada 2 focuses on the careful use of natural finishes that incorporate durability, a wonderful timeless appeal and reflect the beachside location of this new asset to Hervey Bay.

Entry Foyer

We propose to incorporate textural timber battening in the entry foyer to provide the space with a sense of warmth and interest and create a relaxed beachy vibe. Woven feature lighting pendants will add to the ambience and natural textures. Large format stone-look floor tiles, stone bench tops and glass will provide a cool contrast. Furnishings and carpets will incorporate organic motifs or texture and natural oceanic colours to reflect the surrounding landscape.

We propose to feature timber again in the lift foyers in simple battening. This along with a woven wallpaper will add interest, texture and colour to hotel corridors.

Hotel Rooms

From the moment guests step into their private hotel rooms, a serene, natural colour palette will prevail. A proposed feature wallpaper will add wow factor behind the built-in bed head and comfort will be key. Hints of timber will also add warmth to the bathrooms and will provide a textural contrast to the neutral tile and glossy finishes. This ambience combined with the Ramada Plaza proposed features described in the Brief above of king bed, plush sofa, cutting edge technology and access to first class food and beverage facilities, will create a wonderfully inviting space for guests to rest.

External areas will mesh seamlessly with the interiors with the continuation of stone-look floor tiles and finishes that enhance the architecture of the building.

We propose that the presidential suite take WOW factor to a new level with many unique features. The spacious ensuite will be complete with shower room, double vanity with luxurious freestanding spa bath. A living and dining space is to be located adjacent the raised sleeping platform. Stylish timber-look joinery, stone-look tiles and stone benchtops reflect the natural finishes used elsewhere in the development.

Ramada Plaza Hervey Bay will be the essence of affordable luxury to fit the Hervey Bay market. This will be evident in every detail from the simple, textural detailing, the timeless, natural finishes and relaxed oceanic colour palette to the quality fixtures and fittings. Staying at Ramada 2 could only be a pleasure and a great base from which to experience the beautiful Fraser Coast.

3.15 Janivco QS letter

The Project Directors
Ramada SkyHotel
627 Charlton Esplanade
Urangan 4655
Hervey Bay



Attention: Timothy Wright and Bryce Wedemeyer

Dear Tim and Bryce

QS ANALYSIS OF CONSTRUCTION COSTS SKYHOTEL RAMADA STAGE 2 – HERVEY BAY

With reference to your engagement of our services to undertake a detailed analysis of the construction cost of SkyHotel we provide this Summary Report as part of our detailed report titled Construction Cost Analysis and Report Ramada SkyHotel dated August 2021. We confirm that we have inspected the site and have been provided various material and cost estimates undertaken to date. We confirm that this letter must be read in conjunction of our full report dated August 21 and that this letter forms part of such full report.

We confirm our agreement for the use of this letter in the Product Disclosure Statement (PDS) to be issued by Huntley Management Limited to raise capital for the development and construction of the Ramada SkyHotel located at the rear (west) of the current Ramada Hervey Bay with access off Miller Street. We consent to this letter being included in the PDS to be issued by the Responsible Entity, Huntley Management Limited.

Chronology

We outline the following summary chronology of progress as provided by you with respect to the Development Approval, consultants and construction cost estimates which have largely been undertaken by RCQ Constructions located on the Sunshine Coast.

1. The subject site already has a Development Approval dated 26 August 2021. The development approval was lodged and advanced by Ward Veitch of Urban Planet Town Planning with the architectural drawings undertaken by Mullarch Architects.
2. RCQ undertook preliminary construction estimates in late 2020 which were provided as a cost plan in December 2020. This cost plan was based on preliminary consultants' drawings and advice.
3. In 2021 RCQ were instructed to undertake a more comprehensive Cost Plan and to test the market and provide Scopes of Work to various trades and suppliers. This has now occurred and consequently we have analysed and continue in the process of analysis of such and accordingly we have derived an Expected, Optimistic and Pessimistic construction price estimate.
4. With respect to the ongoing refinement of the construction price for SkyHotel the following program has been devised taking into account that civil construction commencement will occur in early 2022 with a physical construction period estimated at 52 weeks (1 year) adopting time saving methodology.
 - September to early 2022 – the commencement and completion of detailed design by the consultants including – architecture – structural engineering – hydraulic engineering – electrical engineering – fire engineering – building certification – geotech – landscape – interior design – external finishes – civil works.
 - During this process of detailed design, we will be critically analysing from a time and cost perspective methodology and value management to ensure the most competitive construction price is obtained in line with the quality of the building which is essential.



Summary Letter of Costs – Ramada SkyHotel – September 2021

5. With respect to the construction estimates of Expected – Pessimistic – Optimistic - which excludes all other development costs such as consultants, council charges, project management and administration, interest and external works costs, we have derived the following:

Cost Item	Expected	Optimistic	Pessimistic
Site Works & External Drainage	\$558,290	\$528,290	\$567,110
Concrete, Formwork, Reinforcement	\$2,365,845	\$2,270,845	\$2,366,742
External & Internal Walls	\$1,752,937	\$1,752,937	\$1,752,936
Structural Steel & Roofing	\$298,799	\$298,799	\$318,799
External Screens & Handrails	\$489,495	\$397,428	\$503,611
Windows	\$574,000	\$574,000	\$577,267
Carpentry, Joinery & Doors	\$1,372,976	\$1,080,637	\$1,477,976
Carpet, Vinyl & Tiles	\$838,651	\$824,055	\$913,651
Painting	\$435,000	\$435,000	\$464,624
Hydraulic Services	\$800,734	\$800,734	\$800,734
Electrical Services	\$1,315,000	\$1,282,700	\$1,644,464
Mechanical Services	\$753,145	\$613,145	\$753,145
Fire Services	\$421,490	\$421,490	\$421,490
Lifts	\$469,750	\$469,750	\$499,750
Kitchen Equipment	\$341,000	\$341,000	\$341,000
External Works	\$485,324	\$485,324	\$505,324
Craneage, Hoists	\$694,178	\$694,178	\$705,818
Scaffolding	\$538,200	\$508,200	\$538,200
Sub-Total	\$14,504,814	\$13,778,512	\$15,152,641
Preliminaries & Margin	\$2,703,258	\$2,344,498	\$2,785,803
Contingencies & BWIC to Services	\$404,000	\$385,000	\$404,000
Price Rise Contingency			\$500,000
Total Estimated Construction Costs	\$17,612,072	\$16,508,010	\$18,842,444
Rounding estimate of construction cost	\$17,600,000	\$16,500,000	\$19,000,000

With respect to our experience the writer has had over 40 years' experience in cost planning, construction and quantity surveying.

Yours Faithfully

James Niven

James Niven
Director

3.16 Ward Veitch letter confirmation of DA

Ref: 16059

15 September 2021

The Directors
Collective Wealth Pty Ltd
62 Charlton Esplanade
Urangan 4655

Attn: Timothy Wright



tel 07 4128 2888 fax 07 4128 2588
email ward@urbanplanet.com.au
address 2/59 Torquay Rd
postal PO Box 232
Hervey Bay QLD 4655
web www.urbanplanet.com.au
ABN 72 412077971

DEVELOPMENT APPROVAL AND COUNCIL INCENTIVE – RAMADA SKYHOTEL
APPLICATION NUMBER MCU/19/0121 (513/3–051053)
APPROVED IN FULL ON 26 AUGUST 2021 WITH CONDITIONS
INFRASTRUCTURE CHARGES DISPENSATION – FRASER COAST REGIONAL COUNCIL

Dear Tim

We confirm that we have been acting as town planners on behalf of Marina Land Pty Ltd with respect to an amended Development Approval on Stage 2 Ramada Hervey Bay. I refer to your request to provide confirmation of the Development Approval for 87-89 Miller St, Urangan, Lot 99 SP 22553 for Ramada SkyHotel and confirmation of the dispensation by Fraser Coast Regional Council with respect to infrastructure charges of some \$800,000 for the Ramada SkyHotel development as an incentive to promote development in the specific nodes in the Fraser Coast Region.

I understand that this letter will form part and be included in a Product Disclosure Statement (PDS) to be issued by Huntley Management Ltd to raise capital for the development of Ramada SkyHotel. I confirm that this company and myself consent to this letter being included in the PDS.

DEVELOPMENT APPROVAL

1. An amended Development Application was lodged with the Fraser Coast regional Council in December 2020 to amend the previous Development Approval to allow the development and construction of the ground plus 7 level Ramada SkyHotel which will comprise 83 hotel rooms and a top floor conference, restaurant and bar multipurpose facility as well as associated facilities and car parks, with such integrated into the current Ramada Harvey Bay complex.
2. We confirm that the application was approved on 26 August 2021 and a Development Approval issued which will allow the project to progress.

COUNCIL INFRASTRUCTURE CHARGES DISPENSATION APPROVED

3. An application was lodged by Angel Hotel Management Pty Ltd (as manager of Ramada Hervey Bay) with the Fraser Coast Regional Council on the 21 December 2019 to be granted dispensation for infrastructure charges pursuant to a development incentive program instigated by the Fraser Coast Regional Council to promote development in specific nodes and industry.
4. We confirm that such application was approved, and that Ramada SkyHotel is required to be built and operational by September 2023. The dispensation is in the order of \$800,000.

Yours faithfully,


Ward Veitch
Urban Planet Town Planning Consultants



4.0

RISKS

As with all investments, the future performance of Property Collect can be influenced by a number of factors that are outside the control of the Responsible Entity.

The level of future distributions, the value of the Property and the value of Unitholders' SIUs may be influenced by any of these risk factors, which include, without limitation, the following:

4.1 General investment risks

General investment risks include:

- a downturn in general economic and market conditions in Australian and/or the global economy
- unfavorable movements in interest rates or inflation
- unfavorable movements in the unemployment rate
- changes to the law (including tax laws) and accounting standards
- natural disasters (including earthquakes, fires, storms), pandemics (e.g. COVID-19), social unrest, terrorist attack or war in Australia or overseas.

On 11 March 2020, the World Health Organisation declared COVID-19 (or Coronavirus) a global health pandemic. Since this time, measures have been implemented by the Australian and state/territory governments in relation to public gatherings, travel restrictions and social distancing measures. Circumstances are changing daily, and there is an unprecedented level of uncertainty in society and the economy. The duration of the

pandemic is unknown. As at the date of this PDS, the COVID-19 pandemic is causing instability in financial markets, a loss in investor and consumer confidence and a general deterioration of global economic conditions. The economic and other effects of this virus, and its duration, are unknown, COVID-19 may impact the financial information (including the valuation of the Property) in ways that cannot be foreseen at this time. However, the restrictions in Queensland due to COVID-19 have been shorter relative to other states in Australia.

4.2 General property risks

There are a number of risks associated with an investment in property. These include, without limitation:

Movements in valuation

The value of the Property may be adversely affected by a downturn in real estate market conditions or the underlying performance of the Property. There is no guarantee that the Property or Unitholders will achieve a capital gain or that the Property will not fall in value relative to the current valuation.

Mitigating factors

Understanding the level of supply currently, the future supply that's going to come online, the underlying demand in that marketplace are important factors determining valuation. Our team of experts has thoroughly examined the underlying property fundamentals, which in the case of Hervey Bay, are quite strong. Upcoming investment and projects in the Fraser Coast region include:

Hervey Bay Airport Redevelopment, Urangan Marina Master Plan, Convention and Events Centre development, Boundary Road Extension, and Fraser Coast Sports and Recreation Precinct development.

Property revenue and diversification risk

Generally, the more diverse a portfolio, the lower the impact that an adverse event affecting one asset in the portfolio will have on the income or capital value of the overall portfolio. However the investment in SIUs in Property Collect under this PDS is an investment in a single property so there is no property diversification. Therefore, a single adverse event that affects the property will have a more significant impact on your investment than if there was more than one asset.

The forecasts for Property Collect in this PDS are significantly reliant on the performance of the sole tenant and running costs of the Property.

Property Collect's revenue may decrease as a result of:

- default by the sole tenant under the terms of the leases or the insolvency of the tenant
- unforeseen reduction in hotel occupancy may result in a reduction in the income of Property Collect or cessation of rental during the releasing period
- change in hotel accommodation market conditions either reducing the demand for hotel rooms or increasing supply from new or existing competing property that adversely affects the lease income of the Property
- property running costs may exceed forecast, including but not limited to rates and taxes and insurance premiums.

Mitigating factors

While there is no diversification of property, investors are not limited to the performance of one property, but of a collection of properties in the asset - 83 apartments in total. Therefore, having equity in the 83 properties in the form of units, rather than owning a single property, mitigates the revenue risks as the revenue will not be contingent on one apartment but rather the performance of the 83 apartments, which has a greater average reliability over time. The Tenant has been managing the

existing Ramada Hervey Bay for over 10 years, the SkyHotel has become part of an integrated resort. Already have existing client base, relationships from existing Ramada Hervey Bay that can be leverage for SkyHotel.

Property sales/liquidity

Real estate, by its nature, is an illiquid investment. Depending on prevailing conditions it may be difficult for the Responsible Entity to dispose of the Property either prior to or at the end of the investment term in a timely manner or at an optimal sale price. This may affect the Responsible Entity's ability to return capital to Unitholders and may reduce the Unit value.

Mitigating factors

In Q1 2021, Hervey Bay recorded a median house price of \$420,000, and a median unit price of \$317,000. This represents annual (Q1 2020 – Q1 2021) median price growth of 18.3% for houses and 17.4% for units. Between Q1 2020 – Q1 2021 total sales increased, by 15.6% for houses and by 52.3% for units. Median price growth alongside increased sales suggests there are real returns on capital investment in Hervey Bay.

Property contamination

As a property owner, SkyHotel Investment Fund (and therefore Property Collect) is exposed to the risk that, under various Federal, State and local environmental laws, it may be liable for the cost of removal or remediation of hazardous or toxic substances on, under, in or emanating from the building. In common with all other owners of property, there is a risk that environmental laws may become more stringent in the future or that environmental conditions on or near the building may have a materially adverse effect on the Property in the future.

Mitigating factors

Site investigations have been undertaken. The site is not included in the contaminated site register. Investigations to date have not revealed any latent conditions.

Force majeure risk

Force majeure is the term generally used to refer to an event beyond the control of a party claiming

that the event has occurred, including acts of God, fire, flood, earthquakes, war, acts of terrorism, pandemics and labour strikes. Some force majeure risks are uninsurable or are unable to be insured economically. A force majeure event may adversely affect the Responsible Entity's ability to perform its obligations until it is able to remedy the force majeure event. Should such events occur in respect of Property Collect or the Property, they may adversely impact the Property and the ability of tenants to service their obligations under the leases.

Mitigating factors

Proactively take reasonable steps to mitigate the impacts of the force majeure event. This includes setting up processes to continually review and assess potential steps to mitigate during the force majeure event. The safest approach is to therefore continually monitor the situation and act accordingly.

Insurance

The building is covered by insurance taken out by the Body Corporate and the Tenant will be responsible for its own Public and Products Liability. However, the insurance may not cover all events or claims and is subject to deductible excesses.

Mitigating Factors

A team of development experts oversee the project and ensure that the proper property insurance with coverage against potential unintentional issues is in place. This transfers some of the risk from the investors to the insurance provider.

4.3 Specific property and operator risks

Property income and potentially the Property's value depend on the occupancy rate at the SkyHotel. This will depend upon prevailing market conditions at the time, and these may be affected by economic conditions, competitive forces or other factors.

Occupancy assumptions

There is a risk that the value of the Property may be adversely affected if occupancy assumptions are not met. Property Collect may also need

to provide for lease incentives, commissions to leasing agents or marketing expenses to support the value of the Property at the time of sale.

Mitigating factors

Ramada Hervey Bay has experienced a strong occupancy rate of around 80% and tourism to the area continues to grow. Importantly, through effective resort management and an excellent location, Ramada Hervey Bay has built a loyal following which will mitigate occupancy risks for the SkyHotel development.

SkyHotel Resort Management lease renewal

SkyHotel Resort Management is the sole Tenant of the Property having an initial term of 5 years. In addition to the initial term, SkyHotel Resort Management has one further five-year option to extend the initial lease.

Whilst the Lease has one renewal option which is required to be exercised in FY28, there is no guarantee that the option will be exercised as it is at the discretion of the Tenant. If the option is exercised, SkyHotel Resort Management will be required to provide notice before the expiry date of the Lease which is anticipated to be in FY28.

The Responsible Entity, acting in the best interests of Unitholders after considering all relevant circumstances, may reduce or withhold distributions leading up to the scheduled end of Property Collect term or Lease option period as a vacancy of part or all of the Property is a risk to investor distributions, property valuation and Financier financial covenants.

Mitigating factors

The Responsible Entity will endeavor to identify if the Tenant will be looking to renew the Lease prior to the expiry date and in the event that the Lease option is not going to be exercised, a competitive process will be initiated to identify another Tenant or operator of the SkyHotel.

Unforeseen capital expenditure

Regardless of reasonable care being taken during due diligence enquiries on the Property, unforeseen capital expenditure over the Forecast Period may also adversely impact on the financial forecasts in this PDS.

Mitigating factors

The financial forecasts have allowed for FFE, Contingency and sinking funds costs to allow for capital expenditure that is not readily identifiable during the period of investment. Further, given it will be a newly constructed hotel it is less likely to experience unforeseen capital expenditure during the initial Lease term.

Climate Change

Transitioning to a lower-carbon economy may entail extensive policy, legal, technology and market changes to address mitigation and adaption requirements related to climate change. Depending on the nature, speed and focus of these changes, transition risks may pose varying levels of financial and reputational risk to property investment funds such as Property Collect (transitional risks of climate change).

Physical risks resulting from climate change can be event driven (acute) or longer term shifts (chronic) in climate patterns. Physical risks may have financial implications for companies, such as direct damage to assets and indirect impacts from supply chain disruption. This may affect occupancy rates and the attractiveness of the Property to tourists.

4.4 Fund risks

Gearing risk

Property Collect involves an investment in an income-producing Property funded partly by invested capital (equity) and partly by money that has been borrowed under the Debt Facility (borrowings). When a property investment is geared (i.e. purchased with borrowings) the potential for gains and losses are greater. This also exposes Property Collect through its wholly owned sub-trust SkyHotel Investment Fund to increased costs if, for example, interest rates rise. Gearing also has the effect that acquisition costs, charges and fees represent a higher percentage of the equity in the purchase than they would if there were no borrowings and the Property was purchased entirely with equity.

Mitigating factors

To reduce the risk of unfavourable interest rate movements, the Responsible Entity may look to enter

into a fixed interest rate agreement on SkyHotel Investment Fund's long-term borrowings. Moreover, a gearing ratio of 50% to 60% is typically considered optimal or normal for commercial property.

Borrowings

A fall in the value of the Property or net property income could result in a breach of a borrowing condition. If there is a default under the Debt Facility, the Financier may enforce its security against the Property and, amongst other things, sell the Property. The borrowings of SkyHotel Investment Fund are limited recourse, meaning recourse extends only to assets of SkyHotel Investment Fund.

SkyHotel Investment Fund will be subject to the terms and conditions of the Debt Facility, including key covenants. Breaches of these covenants or any other default of terms may enable the Financier to enforce its rights against the trustee/custodian SkyHotel Investment Fund and/or the Property subject to the limited recourse arrangements (see Sections 11.6 of this PDS).

Refinancing risk

Upon expiry of the Debt Facility, the Financier is unlikely to have an obligation to roll over (i.e. extend or renew) the Debt Facility. In the event that SkyHotel Investment Fund requires refinancing, there is no certainty that debt funding to replace the Debt Facility at the end of the term will be obtained or will be obtained on comparable terms. In such an event, the Property and any other Fund asset may have to be sold at short notice and in a market that may not be conducive to a quick sale.

Mitigating risks

The project is being undertaken by an experienced development team with a proven track record and long-standing relationship with Financiers and Financiers. The development team understands the risks and plans accordingly to mitigate this risk including negotiating an automatic role over of the construction finance to a term debt facility as part of the Debt Facility

Liquidity

An investment in Property Collect should be viewed as a medium to long-term investment

and should be considered illiquid as it is unlikely that there will be a secondary market for SIUs. No holder of SIUs issued under this PDS has the right to have their SIUs redeemed or withdrawn from Property Collect, however this does not restrict a Unitholder's right to sell the SIUs (but the Responsible Entity may, in certain circumstances, refuse to register any transfer of SIUs).

Mitigating risks

Any investment of this nature should only be made as a medium to long term investment as that is the term generally required for capital gains. Investments can be from \$5,000, which allows investors some flexibility on how much capital is invested.

Taxation and stamp duty

The effect of taxation on Unitholders is complex and the summary in Section 8 of this PDS is general in nature. Investors should seek professional taxation advice specific to their own circumstances.

It is expected that Property Collect will enjoy significant tax deferred income as outlined in Section 8 of this PDS; however, it is possible that Property Collect may not be 100% tax deferred as forecasted due to the operation of the trust loss recoupment rules. In addition, as with all tax legislation, it is possible that the relevant rules may change in the future.

Mitigating risks

Taxation and stamp duty considerations taken into account by the Responsible Entity in preparing this PDS are based upon relevant legislation, regulations, court decisions and rulings and pronouncements of relevant taxation and revenue authorities now in effect, all of which are subject to change or differing interpretations. Prospective investors should note that any such change could have retroactive application to result in taxation and stamp duty consequences different from those considered by the Responsible Entity. The Responsible Entity has not sought any ruling from relevant taxation or revenue authorities with respect to these considerations and there can be no assurance that relevant taxation or revenue authorities will not assert, or that a court will not sustain, a contrary position.

No guarantee of investment returns

Neither the performance of this investment nor the repayment of Unitholder contributions is guaranteed by the Responsible Entity, the Custodian, or any other person.

You need to read this entire PDS including this risk section and form your own view around investing. You should consider talking to an advisor or professional before making any investment under this PDS.

Legal risk

Property Collect may, in the ordinary course of business, be involved in possible litigation and disputes, for example, tenancy disputes, environmental and occupational health and safety claims, industrial disputes and any legal claims or third-party claims.

A material or costly dispute or litigation may affect the value of the assets or the expected income of Property Collect. The cost of any potential or actual litigation is borne by Property Collect.

Related party risk

Property Collect has entered into, and may in the future enter into, legal documents and contracts in relation to numerous aspects of Property Collect's operation, for example, property management arrangements, custody arrangements, debt financing arrangements, and tenancy arrangements. Property Collect may be adversely affected where a party fails to perform under these agreements.

There is potentially additional counterparty risk when a related party is involved. For example, the related parties may not have the same incentive to perform obligations and to monitor performance.

Mitigating factors

The Responsible Entity has procedures in place to mitigate this risk.

Due diligence and use of experts

In acquiring the Property, the Responsible Entity has engaged appropriate experts to provide operational, financial and legal advice in respect to the Property. However, despite such investigations,

the Responsible Entity cannot guarantee the identification and mitigation of all risks associated with the Property.

Mitigating factors

Through years of experience in property development, the development team has relationships with a number of industry experts all with a proven track record.

Distribution risk

As a result of the inherent risk in any property investment there is no guarantee that Property Collect will pay distributions at the rate forecast in the financial information or at all.

The tax deferred component of the distribution will depend on Property Collect's sub-trust SkyHotel Investment Fund satisfying various requirements. If Property Collect's sub-trust SkyHotel Investment Fund does not satisfy these requirements, the tax deferred component of the distribution could be materially different.

Mitigating factors

Ramada Hervey Bay has an excellent track record in terms of occupancy and hotel operation with a significant number of return guests and ongoing corporate visitors to underpin its ongoing performance.

4.5 Construction Risks

Construction Process

The development of SkyHotel carries construction and duration risks which can affect the total development costs and the timing and level of sales revenue.

Mitigating factors

The construction contract documentation will provide for the construction contractor to be responsible for most construction risks including where possible site conditions, timing and cost control. Performance guarantees will be obtained from the construction contractor to secure the construction contract. No significant delays are expected in the Project. Estimate of construction time is 12 months. There is no known site or

difficult construction methodology which should increase time or costs. The construction contractor will be experienced at the type of construction to be used to construct SkyHotel.

Cost Overruns and Delays

Cost overruns and time delays would affect the total project return. However, in section 3.12 we have provided for the optimistic, targeted and pessimistic Total Development Costs.

Mitigating factors

Property Collect will only employ experienced consultants and contractors to ensure the development is completed on time and within budget. The advisors who have provided the development and project costs are highly experienced in estimates and the conduct of a project such as this. The construction contractor will have a signed construction contract and will have performance guarantees as part of the construction contract.

Financial Drawdowns and Monitoring

It is in the Financiers interest to monitor all aspects of the development with all drawdowns likely requiring sign off by an independent Quantity Surveyor or similar party appointed by the Financier. This monitoring and control by the Financier is also in the interests of unitholders. It is in the Financiers interest not to allow any unnecessary over costs or expenditure. Once construction commences the Financier will likely want to ensure completion within the timeframes as identified in Section 2.3 of the PDS.

Mitigating factors

It is in the First Mortgage Financier's interest to monitor all aspects of the development with all First Mortgage Finance drawdowns requiring sign off by an independent Quantity Surveyor or similar party appointed by the First Mortgage Financier. This monitoring and control by the First Mortgage Financier is also in the interests of Marina Land as second mortgagee. It is in the First Mortgage Financier's interest not to allow any unnecessary over costs or expenditure. Once construction commences the First Mortgage Financier will want to ensure completion within the finance approval and this also provides Marina Land with some added security.

Competition Risk

The creation of similar developments within a similar location to Ramada Hervey Bay may provide additional competition and attract potential buyers to other properties.

Mitigating risks

Ramada Hervey Bay is an established hotel, well positioned, and has a proven track record in regards to occupancy with a large database of guests.

Market Risk

Prevailing property market prices may have a direct effect upon the returns provided by the Project.

Mitigating risks

As the prevailing market prices will be influenced by the general market conditions, including the levels of supply and demand for this type of product in the market, forecasts are based on the best market evidence at this time and from research on other developments underway.

Mortgage Risk

During construction and until repayment of the First Mortgage Construction Financier, it will be secured by a registered Second Mortgage on the Land and registered Second Company Charge over the assets of Marina Land. This is a mortgage security risk.

Mitigating risks

As the First Mortgage Financier holds the first mortgage on the Land, in the event of default it may, among other things, take possession of the Land and development or appoint a receiver and manager. In such an event the development is likely to be sold and the costs of such sale, together with additional costs of the receiver or mortgagee, would be added to and repaid as part of the first mortgage debt before repayment of the Marina Land loan. The preconditions such the Project being fully funded with capitalised interest built into the First Mortgage Funds along with a Base Lease amount, means default through non payment of interest is low. But there can be no surety of payment in the event of default.

First Mortgage and Construction Finance

While a Formal Offer to Fund will be obtained to provide the First Mortgage Finance, such may contain conditions. A finance risk may occur due to such conditions imposed by the First Mortgage Financier. The Formal Offer to Fund and the terms therein will be negotiated and documented in detail by the Investment Manager to mitigate such risk.

Mitigating risks

The First Mortgage Construction Finance interest rate used in the forecasts is above what the Directors are aware to be current market rates for Responsible Entity standard construction finance secured by first mortgage, as the First Mortgage Finance is anticipated to be only required for a relatively short period of time, a change in interest rate is expected to have a minimal effect on the end cash surplus.

Development Approval Risk

A risk exists that SkyHotel Investment Fund does not obtain a Development Approval from Hervey Bay City Council.

Mitigating risks

A Development Approval has been lodged and approved by the Hervey Bay City Council. There are however time frames and requirements to be followed for the Development Approval.

5.0

FEES AND COSTS

Did you know?

Small differences in both investment performance, 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 low contribution fees and management costs where applicable, 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 website moneysmart.gov.au has a managed funds fee calculator to help you check out different fee options.





5.1 Fees and other costs associated with an investment

This section shows fees and other costs that you may be charged. These fees and costs may be deducted from your money, from the returns on your investment or from the assets of Property Collect and SkyHotel Investment Fund as a whole.

Taxes and insurance costs are set out in another part of this document.

You should read all of the information about fees and costs because it is important to understand their impact on your investment.

Type of Fee or Cost	Amount	How and When Paid
Fees when your money moves in and out of the Property Collect		
Establishment fee	Nil	Not applicable
<i>The fee to open your investment</i>		
Contribution fee	Nil	Not applicable
Withdrawal fee	Nil	Not applicable
<i>The fee on each amount you take out of your investment</i>		
Exit fee	Nil	Not applicable
<i>The fee to close your investment</i>		
Management costs		
<i>The fees and costs for managing your investment</i>		
Responsible Entity Fee	\$125,000 per annum plus GST subject to annual CPI increases. This is to apply for the Construction and Operational Phase. ¹	Payable monthly in arrears directly out of that part of the scheme property comprising the SkyHotel Investment Fund.
Responsible Entity Expense recovery	Estimated to be \$70,000 plus GST for the first year of the operation of Property Collect (see sub-clause (a) of Section 6.3 below). This is to apply for the Construction and Operational Phase.	Payable as incurred out of that part of the scheme property comprising the SkyHotel Investment Fund estimated to be \$70,000 plus GST for the first year of the operation of Property Collect.
Custodial Fee	\$12,500 per annum plus GST subject to annual CPI Increases. This is to apply for the Construction and Operational Phase. ¹	Payable monthly in arrears directly out of that part of the scheme property comprising the SkyHotel Investment Fund.
Investment Management Fee	\$140,000 per annum plus GST with a fee deferral in Year 1 Operational Phase on the basis the Year 1 Operational Phase fee is included in the Total Development Cost if such is less than \$24 million or if actual construction savings occur. There is a prospective Performance Fee when the Property is sold and not a cost during the Operational Phase. ¹	Payable monthly in arrears directly out of that part of the scheme property comprising the SkyHotel Investment Fund. The Performance Fee is payable when the Property is sold based on Unitholders achieving a minimum Distribution.

¹ Part of the base management fee of 3.5% of GAV referred to in clause 10.2 of the Constitution - See clause 5.2(a) below for further explanation

Type of Fee or Cost	Amount	How and When Paid
Project Construction Phase Administration Fee	\$160,000 plus GST for the Construction Phase (included in the Total Development Cost). In addition, there is a bonus payment equal to 20% of the difference between Total Development Cost and the Actual Development Cost plus GST. This is not a cost during the Operational Phase. ¹	Payable monthly in arrears directly out of that part of the scheme property comprising the SkyHotel Investment Fund during the Project Construction Phase.
Transaction Administration Fee	2% of the sum of the total amount of monies subscribed for SIUs in the Collect Property Trust pursuant to this PDS and the total amount of the Debt Facility plus GST. This is not a cost during the Operational Phase.	Payable directly out of that part of the scheme property comprising the SkyHotel Investment Fund upon completion of the Construction Phase.
Capital raising fee	Up to 5% of total monies subscribed for SIUs in the Property Collect pursuant to this PDS plus GST. This is included as a cost in the Total Development Cost and is not a cost during the Operational Phase.	Payable directly out of that part of the scheme property comprising the SkyHotel Investment Fund upon the Drawdown Conditions Precedent being met.
Disposal Fee	Up to 1% of the sale price of the Property plus GST. This is not a cost during the Operational Phase.	Payable directly out of that part of the scheme property comprising the SkyHotel Investment Fund upon settlement of the sale of the Property.
Service fees		
Switching fee	Nil	Not applicable
<i>The fee for changing investment options</i>		

¹ Part of the base management fee of 3.5% of GAV referred to in clause 10.2 of the Constitution - See clause 5.2(a) below for further explanation

5.2 Additional explanation of fees and costs

Responsible Entity Costs and expenses

(a) Pursuant to clause 10.2 of the Constitution, the Responsible Entity is entitled to a base management fee of 3.5% of the Gross Asset Value plus GST. However the Responsible Entity has in accordance with sub-clause (b) of clause 10.2 of the Constitution chosen to limit the maximum amount of the base management fee to a lower figure. In the case of the SIUs and the SkyHotel Investment Fund, the Responsible Entity has limited the maximum amount of the base management fee to the sum of the Responsible Entity Fee, the Custodial Fee, Investment Management Fee and Project Construction Phase Administration Fee described above. However, the sum of these fees will not exceed 3.5% of the Gross Asset Value plus GST.

(b) Responsible Entity Expense recoveries

As set out in the above table, the Responsible Entity is entitled to recover out of the scheme property all costs, charges and expenses properly incurred in connection with the establishment, administration, management and winding up of Property Collect by the Responsible Entity or Custodian, for the proper performance of their duties under the Constitution or any custodian agreement. This includes without limitation:

- (1) costs of any investment manager to travel and attend monthly meetings and inspect any scheme property or any proposed Investment;
- (2) all costs, charges and expenses incurred in connection with the acquisition, custody, management, transfer, financing or disposal of the Trust Fund or any Asset (for example commissions, brokerage, legal fees, travel costs, accounting fees, financier charges and stamp duty);
- (3) fees and expenses of any agent or delegate appointed by the Responsible Entity, including the Custodian and any investment manager;

- (4) fees and expenses of the auditors retained in respect of the Trust;
- (5) financier charges on the operation of financier accounts;
- (6) costs, charges and expenses incurred in connection with borrowing money on behalf of the Unit Holders under this Constitution;
- (7) Tax payable by the Unit Holders in respect of the Trust Fund or the Trust Fund, but not Tax of the Responsible Entity which is payable by the Responsible Entity on its own account;
- (8) fees and charges of any regulatory or statutory authority;
- (9) fees and expenses of advisers or any other consultants employed by the Responsible Entity when those persons or firms are appointed to perform specific duties under this Constitution, but no reimbursement will be made for fees and expenses of these consultants if the consultant is appointed to perform functions of the Responsible Entity which would ordinarily be part of the business of the Responsible Entity;
- (10) real estate agent's fees for the Trust Fund up to the maximum laid down by the relevant authority governing agent's fees in the relevant State in Australia (if any such maximum exists);
- (11) costs of convening and holding meetings of Unit Holders;
- (12) costs of printing and postage of cheques, making electronic payments, accounts, distribution statements, notices and other documents posted to some or all Unit Holders in accordance with the provisions of this Constitution, including all stationery related to these matters;
- (13) all costs, charges and expenses incurred in relation to preparation and distribution of any report or document required by law to be prepared in respect of the Trust, or prepared by the Responsible Entity in good faith in respect of the Trust;

- (14) expenses incurred in connection with the keeping and maintaining of the accounting records and registers;
 - (15) costs and disbursements incurred by or on behalf of the Responsible Entity in connection with its retirement and the appointment of a substitute;
 - (16) costs and disbursements incurred by the Responsible Entity in the initiation, conduct and settlement of any court proceedings:
 - (A) to enforce any provisions of this Constitution, or
 - (B) in relation to the Trust Fund or the Trust Fund;
 - (17) insurance premiums in respect of the Responsible Entity's professional indemnity insurance policy;
 - (18) costs and disbursements incurred in the preparation and lodgement of returns under the Corporations Act, Tax Act or any other laws for the Trust;
 - (19) costs of acquiring, establishing and developing computer software systems required for the administration of the Trust;
 - (20) costs, charges and expenses of and incidental to the preparation, execution and stamping of this Constitution, any related compliance plan or any supplemental deeds or plans;
 - (21) management fees, construction management and development management fees;
 - (22) costs and expenses incurred in conversions, rearrangements or reorganisations which are associated with complying with any new law or ASIC policy;
 - (23) all costs and disbursements in connection with the establishment, management and maintenance of any listing on any exchange or secondary market of the Trust and the performance of the functions and duties of the Responsible Entity under the Constitution;
 - (24) costs, charges and expenses related to any compliance committee to the extent it reasonably relates to the Trust, Constitution or the Compliance Plan for the Trust relating to or including the appropriate portion of compliance committee's remuneration and independent legal, accounting or other professional advice required by that committee;
 - (25) all costs, charges and expenses (including legal, accounting, tax, financial and other services) of establishing the Trust and including the preparation, due diligence, registration, promotion and distribution of a PDS and the preparation, registration, distribution, due diligence and promotion of the Trust or any scheme property;
 - (26) fees payable to any operational manager including without limitation fees payable with respect to any manager appointed to manage the Trust Portfolio; and,
 - (27) all other costs in connection with the administration and management of the Trust.
- These are estimated to be \$70,000 plus GST for the first year of the operation of Property Collect.
- (c) Investment Management fee**
- Pursuant to the IMA, the Investment Manager will be required to manage the investment on behalf of Responsible Entity for the Unitholders with the intention of maximising the performance of the Property as an investment. As stated in sub-clause (a) above of this clause 5.2 this fee forms part of the base management fee. With respect to the SkyHotel Investment Fund, the maximum amount of this fee has been reduced to \$140,000, plus GST, per annum payable monthly in arrears and is CPI indexed on 1 July in each year of the term of the SkyHotel Investment Fund. This investment management fee is only payable during the Operational Phase. The Investment Manager has agreed to defer the first-year fee until the settlement of the sale of the Property unless there are sufficient funds available to pay the same as part of the Total Development

Cost. If there are sufficient funds available to pay the Investor Manager Fee out of the Total Development Cost then the Responsible Entity will pay the fee to the Investment Manager out of that amount monthly in arrears.

(d) Project Construction Phase Administration Fee

During the Construction Phase the Investment Manager will charge a Project Construction Phase Administration Fee for project administration and project conduct. As stated in sub-clause (a) above of this clause 5.2 this fee forms part of the base management fee. This will be charged at \$160,000 plus GST. To pay for project administration prior to project commencement and as an incentive to deliver the project within budget, the Investment Manager is entitled to a bonus of up to 20% of any savings between the actual Total Development Cost of construction and the pessimistic Total Development Cost of \$24 million. They may elect to pass part or all of this bonus to third parties who assisted in achieving the savings. This bonus will be paid either at the conclusion of the construction period from actual Total Development Cost cash savings and if any residual deficit to be paid at sale of the Property from settlement proceeds. For example, if the actual Total Development Cost is \$23 million at construction completion being a \$1 million saving over the pessimistic Total Development Cost of \$24 million, the Investment Manager is entitled to a bonus of \$200,000 being 20% of the \$1 million cost saving.

(e) Transaction Administration Fee

This is the fee charged by the Investment Manager for the identification and analysis of the Property, negotiating and procuring debt finance, excess capital raise fees payable and establishing the purchasing entity, structuring the overall investment and managing all aspects of the investment up until Drawdown, as well as repaying part or all of any residual or unpaid 'seed capital' provided by Angel Hotel Management for the SkyHotel project

to be undertaken. This fee shall be payable on sale of the Property unless part or all such fee can be included in the Total Development Cost calculated prior to Drawdown up to the pessimistic Total Development Cost of \$24 million. All or part of this fee shall then be payable at Drawdown with any residual payable on sale of the Property. For example, if this fee was for instance \$300,000 and the calculated Total Development Cost prior to Drawdown was \$22 million, the Total Development Cost would be increased to \$22.3 million. If this fee was \$300,000 and the calculated Total Development Cost was \$23.9 million, then the Total Development Cost would be increased to the maximum \$24 million leaving \$200,000 to be paid from sale settlement of the Property.

(f) Special Performance Fee

As an incentive to maximise investor returns from both the operations and the sale of the Property, the Investment Manager shall be entitled to a performance fee based on the cash return paid by Property Collect through its wholly owned sub-trust the SkyHotel Investment Fund to Unitholders.

The following special performance fee will be payable to the Responsible Entity to pay to the Investment Manager, plus GST.

Step 1 – 9% IRR Performance Fee 1 Calculation

If following completion of the sale of the Property, the total amount of Distributions paid to holders of SIUs out of scheme property exceeds an IRR of 9% but is less than an IRR of 10%, the Responsible Entity is to be paid 20% of the amount of the excess. This amount will be paid by the Responsible Entity to the Investment Manager.

Step 2 – 10% IRR Performance Fee 2 Calculation

If following completion of the sale of the Property, the total amount of Distributions paid to holders of SIUs out of scheme property exceeds an IRR of 10% but is less than an IRR of 11%, the Responsible Entity is to be paid 25% of the amount of the excess, plus Performance Fee 1. This amount will be paid by the Responsible Entity to the Investment Manager.

Step 3 – 11% IRR Performance Fee 3 Calculation

If following completion of the sale of the Property, the total amount of Distributions paid to holders of SIUs out of scheme property exceeds an IRR of 11% but is less than an IRR of 12%, the Responsible Entity is to be paid 30% of the amount of the excess, plus Performance Fee 1 and 2. This amount will be paid by the Responsible Entity to the Investment Manager.

Step 4 – 12% IRR Performance Fee 4 Calculation

If following completion of the sale of the Property, the total amount of Distributions paid to holders of SIUs out of scheme property exceeds an IRR of 12%, the Responsible Entity is to be paid 35% of the amount of the excess, plus Performance Fee 1, 2 and 3. This amount will be paid by the Responsible Entity to the Investment Manager.

Example of Performance Fee Calculation

1. No Performance Fee shall be payable to the Investment Manager unless the Unitholders have been paid Distributions from the Construction and Operational Phase, as well as proceeds from the sale of the Property up to an amount equating to 9% IRR on Subscriptions.
2. Pertinent descriptive 'Areas' below are identified in the financial model being Areas 1 to 8.
3. For this example the Property is sold in Year 6 for a net \$24 million (after all costs of sale) [Area 1]. A Debt Facility of \$12 million [Area 2] was repaid from sale proceeds leaving a net amount available to distribute to Unitholders of \$12 million [Area 3]. This comprises the original \$10 million Subscriptions adopted for the example [Area 4] and residual \$2.0 million capital growth.
4. Distribution amounts from the Operational Phase are known at the settlement date and have been paid to Unitholders. The amounts selected for this example are the Distributions at the Median Subscription level of \$10 million [Area 4] in the Financial Section of this PDS.
5. Into the Investment Manager Performance Fee Model (IMPF Model) held by the Responsible Entity will be inserted each of the Operational Phase Distributions to Unitholders on the date made. [Area 5]
6. On the elected day of final Distribution insert the net amount of sale proceeds available for Distribution to Unitholders into the IMPF Model, which in this example is \$12 million stated in 1 above. [Area 6]
7. Then where possible, reduce the \$12 million in each Base IRR Rate Sale Amounts until each IRR base rate is met being the base rates of 9% IRR, 10% IRR, 11% IRR and 12% IRR. [Area 6]. If not possible it means such IRR has not been reached.
8. Calculate the difference amount between each IRR base level. [Area 7]
9. Calculate the bonus where the IRR is between 9% and 10%, 10% and 11% and 11% and 12%. [Area 8]
10. Calculate the Bonus % where the IRR exceeds 12%. [Area 9]
11. Add the Area 8 figures where applicable to the Area 9 figure if applicable.
12. In this example the Unitholders would be paid a total \$16,155,408 from the Construction and Operational Phase as well as from the sale of the Property, with such amounts including the Subscriptions of \$10 million. In this example this equates to an IRR of 11.34% to Unitholders. The Investment Manager Performance Fee is \$517,305.

Example Analysis of Investment Manager Performance Bonus

Net Sale Price of Property (Area 1)	\$24,000,000	IRR Base Rates to Calculate Investment Manger Performance Fee			
Debt Facility (Area 2)	\$12,000,000	9% IRR	10% IRR	11% IRR	12% IRR
Net Debt and Costs (Area 3)	\$12,000,000	Amounts	Amounts	Amounts	Amounts
Total Subscription Amount Invested (Area 4)	30-Mar-22	-\$10,000,000	-\$10,000,000	-\$10,000,000	-\$10,000,000
Yr 1 Distribution to Unitholders (Area 5)	30-Mar-23	\$700,000	\$700,000	\$700,000	\$700,000
Yr 2 Distribution to Unitholders (Area 5)	30-Mar-24	\$891,596	\$891,596	\$891,596	\$891,596
Yr 3 Distribution to Unitholders (Area 5)	30-Mar-25	\$932,156	\$932,156	\$932,156	\$932,156
Yr 4 Distribution to Unitholders (Area 5)	30-Mar-26	\$1045,186	\$1045,186	\$1045,186	\$1045,186
Yr 5 Distribution to Unitholders (Area 5)	30-Mar-27	\$1,103,775	\$1,103,775	\$1,103,775	\$1,103,775
Yr 6 Sale : Sale Amounts (Area 6) to achieve base IRR	28-Apr-27	\$9,965,400	\$10,598,000	\$11,255,000	\$11,939,300
Total Distribution ot Unitholders		\$14,638,113	\$15,270,713	\$15,927,713	\$16,612,013
IRR before taxation, depreciation and performance fee (Area 8)		9.00168%	10.00310%	11.00215%	12.00217%
Bonus Range			Bonus >9% =< 10%	Bonus >10% =< 11%	Bonus >11% =< 12%
Difference Amount (Area 7)			\$632,600	\$657,000	\$684,300
Bonus % of Difference Amount			20%	25%	30%
Bonus Amounts Payable to Investment Manager (Area 8)			\$126,520	\$164,250	\$205,290
	Bonus > 12% IRR = 35% Payable to Investment Manager (Area 9)				\$21,245
	Total Bonus Payable to Investment Manager				\$517,305

(g) Capital Raising Fees

A capital raising fee up to 7% of total monies subscribed for SIUs in Property Collect pursuant to this PDS plus GST. This is payable directly out of that part of the scheme property comprising the SkyHotel Investment Fund upon the Drawdown Conditions Precedent being met. The expected capital raising fee is 5% as there will be fee arrangements in place with third parties at lower rates. A capital raising fee of 5% has been allowed for in the Total Development Cost model.

This fee is to be charged by the Responsible Entity for payment to Collective Wealth Capital who will be paying for the use of various databases to tele-market prospective investors, paying telemarketers, paying for various media advertising, and utilising third parties such as accountants, capital facilitators and financial planners to raise the capital pursuant to this Offer.

(h) Disposal Fee

A fee charged by the Investment Manager in respect of coordinating the sale of the Property (and/or any other real estate asset of the

SkyHotel Investment Fund). The commission payable to outside agents on the sale of a property of this nature would generally vary between 2% and 4% of the sale price. However, in certain circumstances if a premium sale price can be obtained a higher commission may be payable in the interests of investors. The Investment Manager shall be entitled to a minimum fee of 0.5%, excluding GST, of the sale price for organising and facilitating the Property for sale but in the event the sale price is higher than the valuation of \$25.5 million plus CPI from the date of Drawdown the Investment Manager shall be entitled to a 1% fee of the sale price.

(i) Adviser remuneration

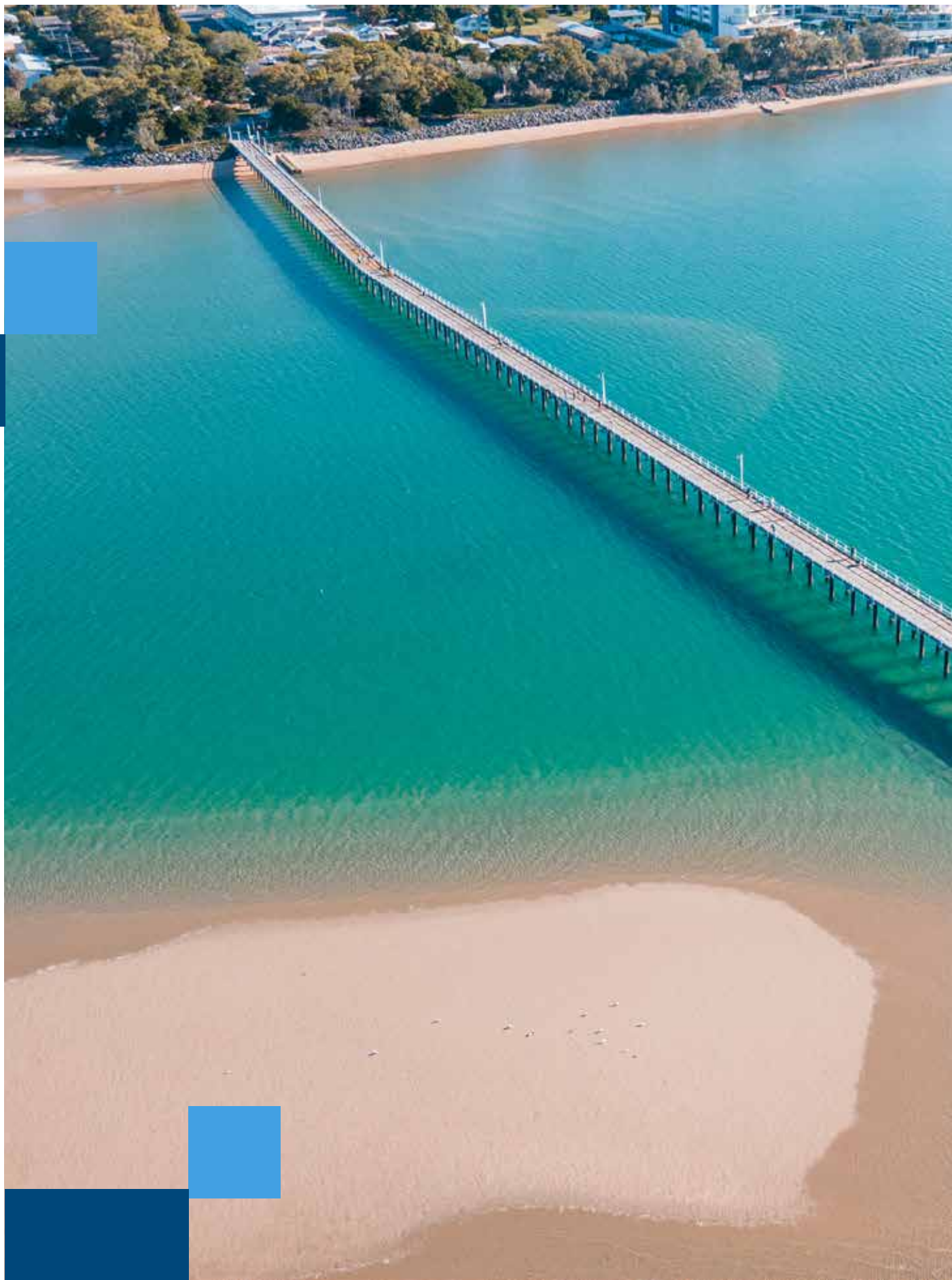
The Responsible Entity does not pay any commission to financial advisers and other intermediaries where it is prohibited to do so under the Corporations Act.

Example of annual fees and costs

This table gives an example of how the fees and costs for this product can affect your investment over a 1 year period. You should use this table to compare this product with other managed investment products.

Example		Balance of \$50,000 with total contributions of \$5,000 during year
Establishment Fee	Nil	For every \$5,000 you put in you will be charged Nil
PLUS Management Costs	1.36% (ICR)*	And for every \$50,000 you have in the fund, you will be charged \$681 each year
EQUALS Cost of fund		If you had an investment of \$50,000 at the beginning of the year and you put in an additional \$5,000 during that year, you would be charged fees of \$681 What it costs you will depend on the fees you negotiate with your financial adviser.

*The Indirect Cost Ratio (ICR) is based on the 'as complete' value of the Property as per the PHV Valuation in this PDS, the base management fee (0.49%), recoverable expenses (0.32%) and investment manager fee (0.55%).



6.0

OPERATOR AND LEASE

6.1 Operator and Lease Overview

The Property will be leased and operated by SkyHotel Resort Management (Lessee) from the SkyHotel Investment Fund (Lessor). SkyHotel Resort Management is a subsidiary of Angel Hotel Management and Angel Hotel Management will guarantee the performance of SkyHotel Resort Management

Angel Hotel Management owns the Management and Letting Rights of Ramada Hervey Bay and operate the existing Ramada Hervey Bay. In 2017 Angel Hotel Management extended for 10 years the franchise agreement with Wyndham Hotel Group to use the Ramada branding and such franchise expanded to include Ramada SkyHotel. Angel Hotel Management will provide SkyHotel Resort Management with a license to operate under the Ramada franchise. Both Ramada Hervey Bay and Ramada SkyHotel will be operated as one unit with respect to management.

The existing Ramada Hervey Bay is an apartment hotel with 46 apartments comprising 44 dual key apartments (44 one-bedroom suites and 44 hotel rooms), 1 triple key apartment (one bedroom suite and 2 hotel rooms) and a 2 bedroom managers apartment. There is an onsite restaurant and 2 small meeting rooms as well as all other hotel facilities for housekeeping and reception. The apartments are titled and owned individually by apartment owners. So that there is no confusion,

this is not part of the scheme property of Property Collect and is informational only. You will not obtain any interest in the adjoining Ramada Hervey Bay by investing in Property Collect other than entitlement to community facilities pursuant to the Community Management Statement (CMS).

As Ramada Hervey Bay has been operating for over 10 years, there is an established network of corporate business as well as key associations with third party accommodation providers.

6.2 SkyHotel Lease Payment Formula and Calculation of Additional Rent

SkyHotel Investment Fund will receive a Fixed Rent payment plus a prospective Additional Rent payment from SkyHotel Resort Management under the Lease. All Gross Rooms Revenue from the operation of SkyHotel Resort Management will be income received by SkyHotel Resort Management. SkyHotel Resort Management will be required to meet all hotel operational costs.

The Fixed Rent is an amount which is calculated by multiplying the actual Total Development Cost by 6%. This is the amount is payable by quarterly instalments and is subject to CPI increased on an annual basis.

The following sets out the Formula under which the Additional Rent shall be calculated and payable to SkyHotel Investment Fund.

Step 1 of the Formula: From the Gross Room Revenue of SkyHotel is deducted the following expenses, fees and costs (Formula Expenses) from each subsequent balance in the following order.

1	Franchise Fees	<ul style="list-style-type: none"> • 2% excluding GST being the Ramada Royalty Fee for the property trading under the Ramada brand and Tenant management • 2% excluding GST Ramada International Marketing Fee • deduction of all 3rd party agents' fees (such as wotif, booking.com etc) and any costs generally to obtain room bookings • other fees that are or may be payable pursuant to the Ramada Franchise cost
2	Room Revenue Management	<p>The Tenant needs to have the right as hotel operator to manage room occupancy and room rate with respect to room pricing and 'value add' guest benefits with the objective of increasing or maintaining Gross Rooms Revenue or to remain competitive in the marketplace. This includes room rate price increase or decrease, or to include benefits with the objective of increasing room revenue or mitigating prospective loss of room revenue. Where a direct or indirect cost or administration cost is incurred by the Tenant, the Tenant needs to be re-imbursed for such cost, and the cost of administration, from the Gross Rooms Revenue.</p> <p>As an example, if the provision of free internet to guests is in the interests of maintaining or increasing room revenue and the Tenant incurs the cost and administration of such, the Tenant is entitled to be reimbursed from Gross Rooms Revenue.</p> <p>As another example, if the Tenant considers that the room rate needs to include breakfasts (or a dinner, drinks package or free bikes) to maintain or increase room revenue and to remain competitive in the marketplace, and the Tenant (or an external party) provides such breakfasts, the Tenant shall be paid for such costs and administration cost from Gross Rooms Revenue.</p> <p>Further, for instance, if the Tenant undertakes a marketing program such as TV or social media or other forms of marketing to increase Gross Rooms Revenue, which may replace expensive 3rd party marketing, the Tenant shall be entitled to be paid for such costs and administration cost from Gross Rooms Revenue.</p> <p>The Tenant will need to notify the Investment Manager in writing of these costs associated with the objective and strategy to increase room revenue or to mitigate the risk of room revenue reduction, with the Investment Manager having the right to seek verification and validity of such costs.</p>
3	Operational Cost Fee	From the Gross Room Revenue, less Items 1 and 2 above, is deducted 45% of the balance excluding GST for all operational costs such as housekeeping costs, reception costs, administration costs, marketing costs and costs of day to day repairs and maintenance not of a capital nature.
4	Telephone and infrastructure cost	\$60 excluding GST per room per month for the management and costs related to the telephone system used in the property.
5	TV + Movie infrastructure costs	\$40 excluding GST per room per month for the management and costs relating to the inhouse LSP entertainment connection.
6	Cost of electricity and power	The cost of electricity and power associated with the operation of the hotel rooms.

Step 2 of the Formula: After deduction of expenses Items 1 to 6 (Formula Expenses) above from the Gross Rooms Revenue, the Fixed Rent is deducted to derive the Additional Rent payable under the Lease by SkyHotel Resort Management to the SkyHotel Investment Fund. Additional Rent is subject to the 'Clawback' provision described in 6.3 below.

6.3 Lease and SkyHotel Investment Fund return

SkyHotel Resort Management has entered into an Agreement to Lease with the Investment Manager, and it is a condition precedent of Drawdown that the Agreement to Lease is assigned to SkyHotel Investment Fund by the Investment Manager. The Agreement to Lease is in 2 parts:

Part 1 – Incentive Payment to, and a rental payment from, SkyHotel Resort Management under the Agreement to Lease.

Part 2 – Parties to enter into a Lease with a Fixed Rent payment plus the Additional Rent payment for 5 years (or any extended period) upon SkyHotel Resort Management commencing to operate the SkyHotel.

Part 1 – Incentive Payment and Lease Payments for during construction of SkyHotel

SkyHotel Investment Fund will make a lease incentive payment to SkyHotel Resort Management calculated on the Drawdown amount (being total accepted Subscriptions) equivalent to 7% per annum to be distributed over a 16 month period. Such payment is in consideration for Angel Hotel Management's support in project execution and includes:

- 1) SkyHotel Resort Management entering into the Agreement to Lease prior to occupancy.
- 2) Agreement for SkyHotel Investment Fund to utilise the Wyndham Hotel Group Ramada branding pursuant to the franchise agreement between Wyndham Hotel Group and Angel Hotel Management.
- 3) Consideration for Angel Hotel Management risk in meeting the seed capital costs of the SkyHotel development.

- 4) Use of Ramada Hervey Bay for marketing purposes for SkyHotel.
- 5) Angel Hotel Management undertaking marketing prior to Lease commencement to optimise Additional Rent.

SkyHotel Resort Management shall pay rental to SkyHotel Investment Fund an amount equivalent to 7% per annum for a 16 month period such calculated on the Drawdown amount (being total accepted Subscriptions).

Part 2 – Fixed Rent payment plus Additional Rent payment for 5 years upon commencing to operate SkyHotel

Upon SkyHotel construction completion and title issue for the 83 hotel rooms, SkyHotel Resort Management and SkyHotel Investment Fund will enter into a Lease whereby SkyHotel Resort Management shall pay to SkyHotel Investment Fund a Lease payment on a quarterly basis from the Lease Commencement Date.

The Lease shall be for a period of five years from the Lease Commencement Date (or any extended period) with an option for SkyHotel Resort Management to extend for a further 5 years. However, if the Premises are sold during the initial 5 years, the new owner may refuse an extension and terminate the Lease.

Fixed Rent calculation step by step

The SkyHotel Investment Fund shall be entitled to a Fixed Rent Payment calculated as follows:

1. SkyHotel Investment Fund to advise SkyHotel Resort Management of the actual Total Development Cost excluding GST of the Project and to provide written evidence of such.
2. Multiply the actual Total Development Cost by 6% to calculate the annual Fixed Rent payable quarterly with such escalated by CPI annually.
3. For analysis purposes the Fixed Rent will be between \$1,260,000 and \$1,440,000 based on 6% of Optimistic and Pessimistic forecast Total Development Cost.

Fixed Rent amount payable for the Expected, Optimistic and Pessimistic forecast Total Development Cost with CPI Escalation assumption

Fixed Rent excluding GST as a % of Total Development Cost (TDC)		6.0%	6.0%	6.0%	6.0%	6.0%
Year 2 to 6 – CPI Assumption of 1.5%	TDC	Year 1	Year 2	Year 3	Year 4	Year 5
Optimistic Total Development Cost	\$21,000,000	\$1,260,000	\$1,278,900	\$1,298,084	\$1,317,555	\$1,337,318
Expected Total Development Cost	\$22,500,000	\$1,350,000	\$1,370,250	\$1,390,804	\$1,411,666	\$1,432,841
Pessimistic Total Development Cost	\$24,000,000	\$1,440,000	\$1,461,600	\$1,483,524	\$1,505,777	\$1,528,364

Note – a CPI of 1.5% per annum has been applied to the Year 1 Rent

Additional Rent calculation step by step

The SkyHotel Investment Fund shall be entitled to an Additional Rent payment calculated as follows:

1. SkyHotel Resort Management as the tenant is to receipt all revenue generated from the Premises into a SkyHotel Resort Management bank account and reconcile what is Gross Rooms Revenue excluding GST for the purposes of the Additional Rooms Revenue calculation.
2. Within 7 business days of the conclusion of each quarter during the Operational Phase, SkyHotel Resort Management is to deduct Formula Expenses as above from the GRR, and deduct Fixed Rent paid or payable, to calculate Additional Rent. The SkyHotel Investment Fund is to invoice SkyHotel Resort Management for the Additional Rent.
3. In the event in any quarter this Additional Rent is a deficit from the calculation in 2 above, SkyHotel Investment Fund is to be advised of such and SkyHotel Resort Management shall be entitled to Clawback this deficit (or any

cumulative deficits) from future Additional Rent amounts when and if they should occur prior to payment of further Additional Rent to SkyHotel Investment Fund.

Clawback

Step 1 – Calculate the Additional Rent for each quarter as per the formula described above.

Step 2 – In the event this Additional Rent is a deficit for any one or more quarters then such deficit shall be cumulative and repaid from future Additional Rent amounts prior to further payment to SkyHotel Investment Fund of Additional Rent.

Additional Rent amount payable

Based on the forecast Gross Rooms Revenue and forecast Formula Expenses of SkyHotel Resort Management in Section 7, and the Fixed Rent Calculation based on Maximum Subscription of \$12 million in 6.3 above, the forecast Additional Rent is calculated as follows for the Operational Phase Years 1 to 5:

Operational Phase	Year 1	Year 2	Year 3	Year 4	Year 5
SkyHotel Resort Management Revenue	\$3,665,264	\$4,083,693	\$4,362,495	\$4,540,335	\$4,717,871
SkyHotel Resort Management Formula Expenses	\$1,941,568	\$2,142,240	\$2,277,056	\$2,364,266	\$2,451,381
SkyHotel Investment Fund Income	\$1,723,696	\$1,941,453	\$2,085,439	\$2,176,069	\$2,266,490
Less Fixed Rent at Maximum Subscription	\$1,440,000	\$1,461,600	\$1,483,524	\$1,505,777	\$1,528,364
Additonal Rent to SkyHotel Investment Fund	\$283,696	\$479,853	\$601,915	\$670,292	\$738,126
Total Rent Payable to SkyHotel Investment Fund	\$1,723,696	\$1,941,453	\$2,085,439	\$2,176,069	\$2,266,490
Fixed Rent as a % of Total Rent	84%	75%	71%	69%	67%
Additonal Rent as a % of Total Rent	16%	25%	29%	31%	33%

The increase in forecast Gross Rooms Revenue from Year 1 to Year 5 displays the opportunity for increased Distribution to Unitholders and hence an increase in forecast Annualised Distribution Yield. The forecast Fixed Rent over 5 years comprises 73% of Total Rent with forecast Additional Rent comprising an average 27% of Total Rent.

6.4 Forecast Annualised Distribution Yield based on Fixed Rent

Based on the forecasts of Administrative Costs and Finance Costs in Section 7, the following is an analysis of anticipated Annualised Distribution Yield calculated solely on the Fixed Rent payment to SkyHotel Investment Fund. It excludes the anticipated Additional Rent as described in Section 6.3. The analysis forecasts the Fixed Rent payable as an Annualised Distribution Yield is a minimum 5%. However, as Administration Costs and Finance Costs are variable this Fixed Rent Annualised Distribution Yield is not guaranteed.

Fixed Rent excluding GST as a % of Total Development Cost (TDC)		6.0%	6.0%	6.0%	6.0%	6.0%
Year 2 to 6 – CPI Assumption of 1.5%	TDC	Year 1	Year 2	Year 3	Year 4	Year 5
Optimistic Total Development Cost	\$21,000,000	\$1,260,000	\$1,278,900	\$1,298,084	\$1,317,555	\$1,337,318
Expected Total Development Cost	\$22,000,000	\$1,350,000	\$1,370,250	\$1,390,804	\$1,411,666	\$1,432,841
Pessimistic Total Development Cost	\$23,500,000	\$1,440,000	\$1,461,600	\$1,483,524	\$1,505,777	\$1,528,364

Forecast SkyHotel Investment Fund Owner Costs	Year 1	Year 2	Year 3	Year 4	Year 5
Administration Costs	\$512,100	\$689,297	\$720,253	\$752,294	\$775,136
Finance Costs at Median Subscription	\$320,000	\$320,000	\$320,000	\$320,000	\$320,000
Add Back RE Fees Paid with Additional Rent	\$35,000	\$35,525	\$36,058	\$36,599	\$37,148
Add Back IM Fees Paid with Additional Rent	\$0	\$140,000	\$142,100	\$144,232	\$146,395
SIF Net Ownership Costs	\$797,100	\$833,772	\$862,095	\$891,464	\$911,594

Note: Investment Manager fees are deducted solely from Additional Rent. Of the Responsible Entity costs an amount of 50% is deducted solely from the Additional Rent.

Forecast Distribution from Fixed Rent	Subscription Amount	Year 1	Year 2	Year 3	Year 4	Year 5
Minimum Subscription	\$8,500,000	\$462,900	\$445,128	\$435,988	\$426,091	\$425,725
Median Subscription	\$10,000,000	\$552,900	\$536,478	\$528,709	\$520,202	\$521,247
Maximum Subscription	\$12,000,000	\$642,900	\$627,828	\$621,429	\$614,313	\$616,770

The Forecast Annualised Distribution Yield from the Fixed Rent Component of the Total Rent Payable is as follows:

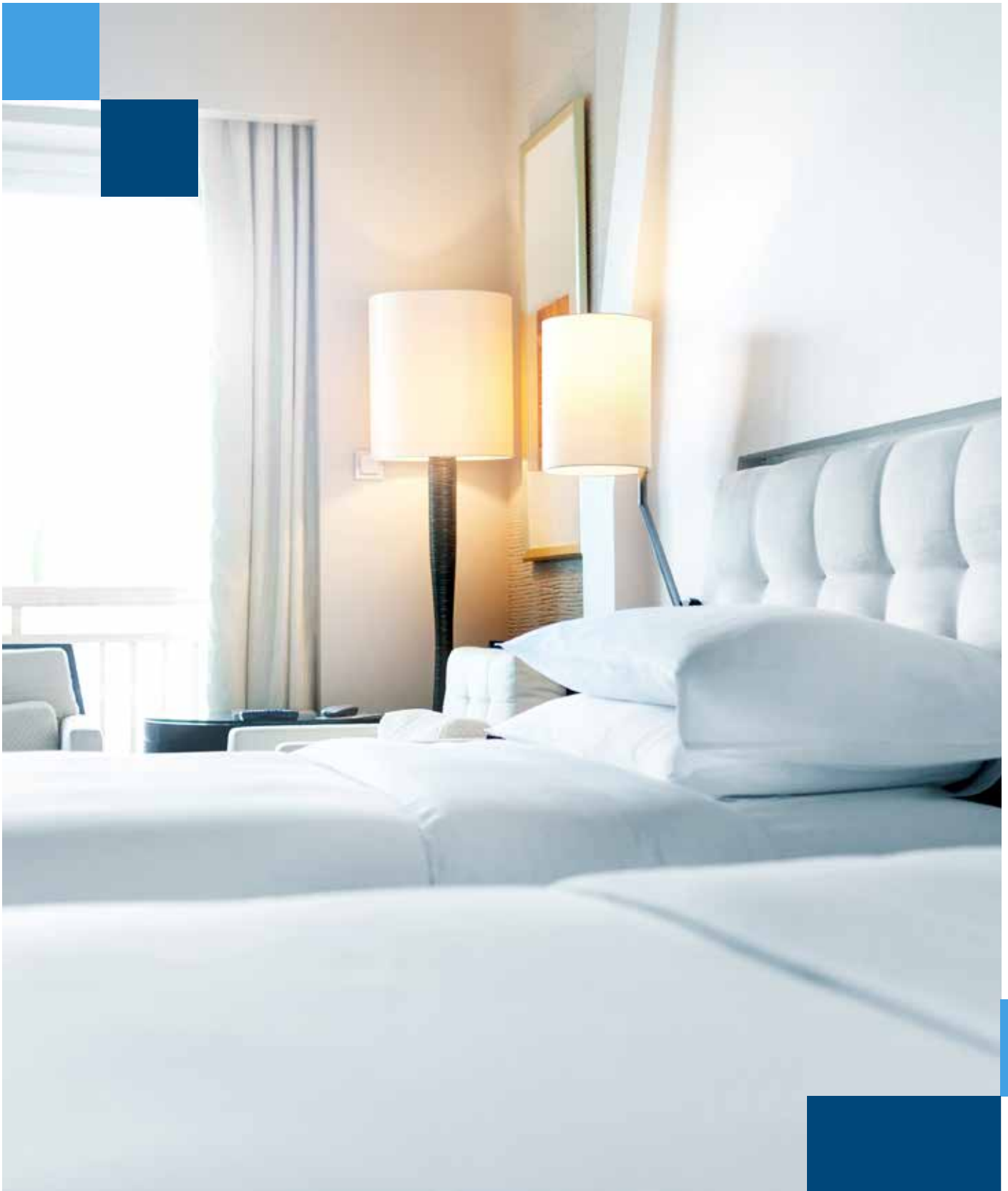
Forecast Annualised Distribution Yield	Subscription Amount	Year 1	Year 2	Year 3	Year 4	Year 5
Minimum Subscription	\$8,500,000	5.4%	5.2%	5.1%	5.0%	5.0%
Median Subscription	\$10,000,000	5.5%	5.4%	5.3%	5.2%	5.2%
Maximum Subscription	\$12,000,000	5.4%	5.2%	5.2%	5.1%	5.1%

6.5 Disclosure and Reporting

The terms of the Lease will provide for the Tenant to keep appropriate books and records in relation to the income from the Premises. The Tenant will allow the SkyHotel Investment Fund, Responsible Entity and Investment Manager to review or audit the holding account and its books and records in relation to the calculations of the Additional Rent at anytime. There is to be dispute resolution clauses in the Lease if there is a difference of opinion in respect to the calculations performed for the Additional Rent.

The terms of the Lease will provide for the Tenant that they provide within 7 days following the end of each month to the Responsible Entity and Investment Manager a monthly report detailing no less than:

1. Room occupancy and room rate for the month
2. Gross Revenue with all appropriate deduction to calculate GRR
3. Feedback on guest experience
4. Issues of a capital nature
5. Any FFE required to be replaced
6. Future room bookings for the next 6 months
7. Proposed room rate and occupancy strategy
8. Competitor feedback
9. Any changes to executive/management team to be advised and approved by Investment Manager and such approval not to be unreasonably withheld
10. All reasonable reporting and task manager requested by the Investment Manager



7.0

FINANCIAL INFORMATION

7.1 Financial information overview

This section provides details of the:

- forecast income and distribution statement for the Financial Year 2023 ("Forecast Construction Phase")
- forecast income and distribution statements for the Financial Years 2024 to 2028 ("Forecast Operating Phase")
- proforma balance sheet after the issue of SIUs and at the end of Construction Phase
- sources and application of funds from this Offer

The forecast financial information in this section should be read in conjunction with the statement of significant accounting policies and the best estimate assumptions as set out in this section along with the Investigating Accountants Report in Section 7.8, the Quantity Surveyor's report in Section 3.15, the THSA summary letter in Section 7.9, and the Novak summary letter in Section 7.10.

Key assumptions upon which the forecast income and distribution statements and proforma balance sheet are based:

- include that the Minimum, Median or Maximum Subscription Amount has been achieved at the date of the forecast financial information
- the Total Development Cost estimates of Optimistic, Expected and Pessimistic as provided by the Quantity Surveyor Janivco in its report
- the agreement with the Tenant in respect to the Lease
- on forecasted gross rooms revenue and other key parameters of the independent hotel experts THSA and Novak as provided in their reports.

Future returns from an investment in Property Collect are not guaranteed. The Responsible Entities forecasts have been prepared on best estimate assumptions. While the directors of the Responsible Entity believe the assumptions used are appropriate and reasonable at the date of this document, some factors that may affect the actual results cannot be foreseen or accurately predicted and many of these factors are beyond the control of the directors of the Responsible Entity. As such,

actual results may differ from these forecasts. Consequently, the Responsible Entity and its directors cannot guarantee that the results in the Forecast financial information will be achieved.

The forecast financial information has been prepared in accordance with the measurement and recognition criteria of the Australian Accounting Standards. All amounts disclosed in the tables are presented in Australian dollars and unless otherwise notes are rounded to the nearest thousand dollars. Rounding may result in some immaterial discrepancies between the sum components and the totals within the tables and percentage calculations.

The forecast financial information has been presented in an abbreviated form and does not contain all of the disclosures that are usually provided in an annual report prepared in accordance with the Corporations Act.

The forecast financial information has been reviewed by Nexia Brisbane Corporate Finance Pty Ltd AFSL 478534. The Financial Information has been reviewed in accordance with the Australian Standard on Assurance Engagements ASAE 3450 Assurance Engagements involving Fundraising and/or Prospective Financial Information. The Independent Accountants Report on the Financial Information is contained in Section 7.8. Investors should note the scope and limitations of the report.

The information in this section should be read in conjunction with the risk factors set out in section 4 and other information contained in this PDS.

7.2 Forecast income and distribution statements

Set out below is the forecast income and distribution statements of SkyHotel Investment Fund (SIF) for the Forecast Period assuming the Minimum, Median and Maximum Subscription Amount have been raised, which along with the required Debt Facility, meet the Optimistic, Expected and Pessimistic Total Development Cost. The forecast income and distribution statements display the net income available for distribution to Unitholders by adjusting the forecast net income for non-cash and significant items. The forecast income statement excludes GST.

**Minimum subscription of \$8.5 million with Debt Facility of \$12.5 million:
Optimistic Total Development Cost of \$21 million**

		FY23	FY24	FY25	FY26	FY27	FY28
	Notes	Construction Period	Op Year 1	Op Year 2	Op Year 3	Op Year 4	Op Year 5
SkyHotel Resort Management GRR	1		\$3,665,264	\$4,083,693	\$4,362,495	\$4,540,335	\$4,717,871
Less SRM Formula Expenses	2		\$1,941,568	\$2,142,240	\$2,277,056	\$2,364,266	\$2,451,381
Less Calculated Fixed Rent to SIF	3		\$1,260,000	\$1,278,900	\$1,298,084	\$1,317,555	\$1,337,318
= Additional Rent to SIF	4		\$463,696	\$662,553	\$787,355	\$858,515	\$929,172
<i>[GRR = Gross Rooms Revenue] [SRM = SkyHotel Resort Management] [OP = Operational]</i>							
SIF Revenue							
Fixed Rent	3	\$595,000	\$1,260,000	\$1,278,900	\$1,298,084	\$1,317,555	\$1,337,318
Additional Rent	4	\$0	\$463,696	\$662,553	\$787,355	\$858,515	\$929,172
SIF income		\$595,000	\$1,723,696	\$1,941,453	\$2,085,439	\$2,176,069	\$2,266,490
SIF Expenses							
Administrative Costs	5	\$0	\$512,100	\$689,297	\$720,253	\$752,294	\$775,136
Finance Costs	6	\$0	\$320,000	\$320,000	\$320,000	\$320,000	\$320,000
SIF Expenses		\$0	\$832,100	\$1,009,297	\$1,040,253	\$1,072,294	\$1,095,136
SIF EBTDA	7	\$595,000	\$891,596	\$932,156	\$1,045,186	\$1,103,775	\$1,171,354
Return to Unitholders	8	\$595,000	\$891,596	\$932,156	\$1,045,186	\$1,103,775	\$1,171,354
Net distribution per Unit (cents)	9	\$0.07	\$0.10	\$0.11	\$0.12	\$0.13	\$0.14
Annualised Distribution Yield	10	7.0%	10.5%	11.0%	12.3%	13.0%	13.8%
Interest Coverage Ratio	11		3.8	3.9	4.3	4.4	4.7

**Median subscription of \$10 million with Debt Facility of \$12.5 million:
Total Development Cost of \$22.5 million**

	Notes	FY23 Construction Period	FY24 Op Year 1	FY25 Op Year 2	FY26 Op Year 3	FY27 Op Year 4	FY28 Op Year 5
SkyHotel Resort Management GRR	1		\$3,665,264	\$4,083,693	\$4,362,495	\$4,540,335	\$4,717,871
Less SRM Formula Expenses	2		\$1,941,568	\$2,142,240	\$2,277,056	\$2,364,266	\$2,451,381
Less Calculated Fixed Rent to SIF	3		\$1,350,000	\$1,370,250	\$1,390,804	\$1,411,666	\$1,432,841
= Additional Rent to SIF	4		\$373,696	\$571,203	\$694,635	\$764,404	\$833,649

[GRR = Gross Rooms Revenue] [SRM = SkyHotel Resort Management] [OP = Operational]

SIF Revenue

Fixed Rent	3	\$700,000	\$1,350,000	\$1,370,250	\$1,390,804	\$1,411,666	\$1,432,841
Additional Rent	4	\$0	\$373,696	\$571,203	\$694,635	\$764,404	\$833,649
SIF income		\$700,000	\$1,723,696	\$1,941,453	\$2,085,439	\$2,176,069	\$2,266,490

SIF Expenses

Administrative Costs	5	\$0	\$512,100	\$689,297	\$720,253	\$752,294	\$775,136
Finance Costs	6	\$0	\$320,000	\$320,000	\$320,000	\$320,000	\$320,000
SIF Expenses		\$0	\$832,100	\$1,009,297	\$1,040,253	\$1,072,294	\$1,095,136

SIF EBTDA	7	\$700,000	\$891,596	\$932,156	\$1,045,186	\$1,103,775	\$1,171,354
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Return to Unitholders	8	\$700,000	\$891,596	\$932,156	\$1,045,186	\$1,103,775	\$1,171,354
Net distribution per Unit (cents)	9	\$0.07	\$0.09	\$0.09	\$0.10	\$0.11	\$0.12
Annualised Distribution Yield	10	7.0%	8.9%	9.3%	10.5%	11.0%	11.7%
Interest Coverage Ratio	11		3.8	3.9	4.3	4.4	4.7

**Maximum subscription of \$12 million with Debt Facility of \$12 million:
Pessimistic Total Development Cost of \$24 million**

	Notes	FY23 Construction Period	FY24 Op Year 1	FY25 Op Year 2	FY26 Op Year 3	FY27 Op Year 4	FY28 Op Year 5
SkyHotel Resort Management GRR	1		\$3,665,264	\$4,083,693	\$4,362,495	\$4,540,335	\$4,717,871
Less SRM Formula Expenses	2		\$1,941,568	\$2,142,240	\$2,277,056	\$2,364,266	\$2,451,381
Less Calculated Fixed Rent to SIF	3		\$1,440,000	\$1,461,600	\$1,483,524	\$1,505,777	\$1,528,364
= Additional Rent to SIF	4		\$283,696	\$479,853	\$601,915	\$670,292	\$738,126

[GRR = Gross Rooms Revenue] [SRM = SkyHotel Resort Management] [OP = Operational]

SIF Revenue

Fixed Rent	3	\$840,000	\$1,440,000	\$1,461,600	\$1,483,524	\$1,505,777	\$1,528,364
Additional Rent	4	\$0	\$283,696	\$479,853	\$601,915	\$670,292	\$738,126
SIF income		\$840,000	\$1,723,696	\$1,941,453	\$2,085,439	\$2,176,069	\$2,266,490

SIF Expenses

Administrative Costs	5	\$0	\$512,100	\$689,297	\$720,253	\$752,294	\$775,136
Finance Costs	6	\$0	\$307,200	\$307,200	\$307,200	\$307,200	\$307,200
SIF Expenses		\$0	\$819,300	\$996,497	\$1,027,453	\$1,059,494	\$1,082,336

SIF EBTDA	7	\$840,000	\$904,396	\$944,956	\$1,057,986	\$1,116,575	\$1,184,154
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Return to Unitholders	8	\$840,000	\$904,396	\$944,956	\$1,057,986	\$1,116,575	\$1,184,154
Net distribution per Unit (cents)	9	\$0.07	\$0.08	\$0.08	\$0.09	\$0.09	\$0.10
Annualised Distribution Yield	10	7.0%	7.5%	7.9%	8.8%	9.3%	9.9%
Interest Coverage Ratio	11		3.9	4.1	4.4	4.6	4.9

Notes:

1. The median of THSA and Novak assumptions has been adopted for forecast occupancy and average room rate from their reports in Section 7.9 and 7.10. Based on the forecast occupancy and average room rate, and the deduction of third-party sales fees and other similar agencies, the Gross Rooms Revenue for SkyHotel Resort Management has been calculated.
2. While all actual operational costs will be met by SkyHotel Resort Management, the Formula Expenses are deducted from Gross Rooms Revenue. See Section 6 for the Lease terms to see the assumptions for calculating this expense.
3. Fixed Rent is the fixed amount of rent according to the Agreement to Lease. See Section 6. The amount adopted in the Forecast Income and Distribution Statements to be payable during the Construction Phase is for the target 12 months to develop SkyHotel at 7% per annum for the construction period.
4. Additional Rent is the additional rent payable to SkyHotel Investment Fund in accordance with the Agreement to Lease. See Section 6.
5. Overhead and administration costs include building ownership costs and scheme management costs such as body corporate fees, sinking fund, FFE replacement fund, rates and utilities, land tax, Responsible Entity Costs, investment managers costs, insurance and contingency.
6. Finance cost is based on a Debt facility at 2.56% per annum interest. See Section 11.6 for Financier facility details.
7. This is the Earnings before Tax, Depreciation and Amortisation ("EBTDA") for SkyHotel Investment Fund.
8. Return to Unitholders is the EBTDA.
9. Net distribution per unit at the Subscription Amount based on the Return to Unitholders.
10. Net distribution per unit is a percentage of the Subscription Amount based on the Return to Unitholders.
11. This is the anticipated Interest Coverage Ratio on the proposed debt facility based on the annual EBITDA and Finance costs in the forecast. See Section 11.6 for debt facility details.

7.3 Proforma balance sheet

The proforma balance sheet has been prepared to present SkyHotel Investment Fund's net asset position as at the Minimum, Median and Maximum Subscription Amounts as if it had at completion of the Construction Phase.

Assets	Notes	Minimum subscription based on Optimistic TDC	Median subscription based on Target TDC	Maximum subscription based on Pessimistic TDC
Cash	1	\$1,740,832	\$1,842,141	\$1,876,941
Transaction costs	2	\$1,525,833	\$1,740,833	\$2,027,500
Borrowing Costs	3	\$180,000	\$180,000	\$180,000
Property at TDC	4	\$18,148,335	\$19,437,026	\$20,755,559
Asset Revaluation of Property	5	\$7,351,665	\$6,062,974	\$4,744,441
Total assets		\$28,946,665	\$29,262,974	\$29,584,441
Liabilities				
Borrowings	6	\$12,204,168	\$12,207,859	\$11,713,059
Capitalised interest on Borrowings	7	\$295,832	\$292,141	\$286,941
Total liabilities		\$12,500,000	\$12,500,000	\$12,000,000
Net Assets		\$16,446,665	\$16,762,974	\$17,584,441
Equity				
Issued units	8	\$8,500,000	\$10,000,000	\$12,000,000
Asset revaluation reserve	5	\$7,351,665	\$6,062,974	\$4,744,441
Construction phase income	9	\$595,000	\$700,000	\$840,000
Total Equity		\$16,446,665	\$16,762,974	\$17,584,441
Number of Units Issued		8,500,000	10,000,000	12,000,000
NTA per unit	10	\$1.73	\$1.48	\$1.28
Gearing	11	49%	49%	47%
Financier LVR debt facility limit	12	60%	60%	60%

Notes:

1. This is the estimated cash available after construction completion from the Total Development Cost consisting of: refund of establishment costs, debt finance set aside interest, debt finance construction interest and the project contingency on the assumption it has not been drawn for construction.
2. The Responsible Entity and Custodian Costs, the estimated PDS Marketing and Brokerage Costs and Lease Incentive based on the Minimum, Median and Maximum Subscription Amounts.
3. Finance and broker establishment fees.
4. This is the cost of construction of the SkyHotel taken from the Total Development Cost inter alia land acquisitions costs, insurances, council and statutory costs, consultants, project administration and Furniture, Fixtures and Equipment.
5. This is the asset revaluation reserve being the difference between the PHV valuation in Section 9 for the Property and the Property at its Optimistic, Target and Pessimistic Total Development Cost.
6. Finance cost is based on a Debt facility at 2.56% per annum interest. See Section 11.6 for Financier facility details.
7. Interest cost that will be capitalised during the construction phase based on a Debt facility at 2.56% per annum interest. See Section 11.6 for Debt Facility details.
8. This is the equity raised with the number of SIUs issued at \$1 each in Property Collect at the Minimum, Median and Maximum Subscription Amount.
9. This is the Lease payment made by SkyHotel Resort Management during construction in according with the Agreement to Lease. See Section 6 for the Lease details.
10. Net Tangible Assets ("NTA") per unit is the Net Assets less Transaction and Borrowing Costs by the number of SIUs issued based on the Minimum, Median and Maximum Subscription Amounts. This shows the value attributable to each unit based on the NTA of this SIF.
11. Gearing is the Total Liabilities over the Property value of \$25.5 million in the PHV valuation in Section 9.
12. This is the anticipated Financier LVR on the proposed debt facility. See Section 11.6 for debt facility details.

7.4 Source and application of funds

The forecast source and application of funds has been prepared to present SkyHotel Investment Fund's net asset position at the Minimum, Median and Maximum Subscription Date as if it had occurred on completion of the Construction Phase.

Application of funds	Notes	Minimum subscription based on Optimistic TDC	Median subscription based on Target TDC	Maximum subscription based on Pessimistic TDC
Property Costs				
Construction and Property		\$18,128,335	\$19,417,026	\$20,735,559
Stamp duty		\$20,000	\$20,000	\$20,000
Total	1	\$18,148,335	\$19,437,026	\$20,755,559
Fund establishment costs				
Cash reserve for working capital		\$1,740,832	\$1,842,141	\$1,876,941
Transaction Costs		\$1,525,833	\$1,740,833	\$2,027,500
Debt establishment costs		\$180,000	\$180,000	\$180,000
Total	2	\$3,446,665	\$3,762,974	\$4,084,441
Source of funds				
Debt	3	\$12,500,000	\$12,500,000	\$12,000,000
Equity	4	\$8,500,000	\$10,000,000	\$12,000,000
Construction Phase Income	5	\$595,000	\$700,000	\$840,000
Total		\$21,595,000	\$23,200,000	\$24,840,000

Notes

1. This is the Property at its Total Development Costs as taken from the Proforma Balance Sheet less Stamp Duty which has been estimated at \$20,000.
2. This is the Cash, Transaction and Borrowing costs from the Proforma Balance Sheet.
3. Debt is the Borrowing Costs with Capitalised Interest on Borrowings from the Proforma Balance Sheet.
4. Equity is the monies raised from Unitholders at the Minimum, Median and Maximum Subscription Amounts.
5. This is the Lease payment made by SkyHotel Resort Management during construction in accordance with the Agreement to Lease. See Section 6 for the Lease details.

own independent assessment of the future performance and prospects of SkyHotel Investment Fund.

Impact of COVID-19

The financial information set out in this section of the PDS has been prepared based on the key assumptions set out below.

- on forecast gross income and other key parameters of the independent hotel experts THSA and Novak reports;
- the Total Development Cost estimates of Optimistic, Expected and Pessimistic as provided by the Quantity Surveyor Janivco in its report;
- the agreement with the Tenant in respect to the Lease; and,
- COVID-19 may impact the financial information (including the valuation of the Property) and the expected Total Development Cost in ways that cannot be foreseen at this time.

7.5 Best estimate assumptions

Applicants are advised to review the assumptions and financial information and make their

Assumptions as to capital raising amounts

The financial information assumes that:

- the Minimum Subscription Amount of \$8.5 million is raised with a Debt Facility of \$12.5 million in order to cover the Optimistic Total Development Cost;
- the Median Subscription Amount of \$10 million is raised with a Debt Facility of \$12.5 million in order to cover the Expected Total Development Cost; and,
- the Maximum Subscription Amount of \$12 million is raised with Debt Facility of \$12 million in order to cover the Pessimistic Total Development Cost.

Debt Facility

The terms of the anticipated Debt Facility are set out in Section 11.6 of this PDS and there is no event of default or breach of the Debt Facility terms during the Forecast Period.

Net property income

Net property income comprises rental income from the Property and recoverable outgoings charged to tenants less property expenses. The main assumptions underlying SkyHotel Investment Fund's forecast net property income are:

- income reflects lease terms and conditions;
- income increases in accordance with lease provisions;
- as the Property is fully leased, there are no allowances for leasing costs or vacancy periods as no leases expire during the Forecast Period; and,

- there are no tenant defaults during the Forecast Period.

Management Fees

The Management Fees are payable from SkyHotel Investment Fund to the Responsible Entity and Investment Manager and are charged based on the terms as set out in Sections 5 of this PDS.

Administrative costs

Normal administrative and operational costs such as accounting, audit, legal, compliance, Custodian, and Registry fees are paid by SkyHotel Investment Fund. These amounts have been forecast relative to the size of SkyHotel Investment Fund.

Distributions

Distributions are expected to be made quarterly in arrears from Drawdown during the Construction Phase. The first Distribution during the Operating Phase is anticipated to be paid quarterly in arrears from Lease commencement.

The distribution entitlement for a Unit is calculated from the date of issue of the Unit. Distributions are expected to be paid to Unitholders within four weeks from the end of each distribution quarter. The forecast annualised cash distributions during the Forecast Period are based on the assumptions set out in Section 7.5 of this PDS.

Financial Year	Distribution at Minimum Subscription Amount	Distribution at Median Subscription Amount	Distribution at Maximum Subscription Amount
FY23	\$595,000	\$700,000	\$840,000
FY24	\$891,596	\$891,596	\$904,396
FY25	\$932,156	\$932,156	\$944,497
FY26	\$1,045,186	\$1,045,186	\$1,057,986
FY27	\$1,103,775	\$1,103,775	\$1,116,575
FY28	\$1,171,354	\$1,171,354	\$1,184,154

Tax deferred distributions

The Responsible Entity anticipates that the SIU distributions for the Construction Phase and the first 2 years of the Operational Phase will be 100% tax deferred, primarily due to tax deductions for capital allowances on depreciating assets and capital works deductions for buildings and assuming that and no change in tax law or its interpretation during the Forecast Period. Please refer to Section 8 of this PDS for further details on the tax treatment of tax deferred distributions.

Litigation and change of law

SkyHotel Investment Fund is not involved in any material dispute or litigation during the Forecast Period and there is no change of law or interpretation which affects SkyHotel Investment Fund or the Responsible Entity during the Forecast Period.

Finance costs

Finance costs include interest and other costs incurred in connection with the establishment of the Debt Facility. The Debt Facility assumes that the interest expense is made up of the sum of interest, all financial charges and line fees. The line fee is payable on the Facility Limit. Interest expenses are capitalised in the Construction Phase and not capitalised thereafter.

Fair value adjustments

The Balance Sheet includes an asset revaluation reserve at the end of the Construction Phase, this revaluation amount is based on the PHV valuation of the Property in Section 9. The Property is expected to have a higher valuation once constructed as only the construction costs and no developer margin have been included in the Total Development Cost.

The Forecast Period does not include any other future revaluations or changes in fair value of the Property or movements in the market values of derivatives as required by Australian Accounting Standards as the Responsible Entity believes that there is not any reasonable basis to make forecasts in relation to future capitalisation rates, property yields, interest rates or general market conditions, all of which are outside the control of the Responsible Entity. For these reasons, it is not

possible to accurately quantify the impact on the forecast financial information of these matters.

7.6 Statement of significant accounting policies

The principal accounting policies that have been adopted in the preparation of the financial forecasts are outlined below.

Basis of preparation

The forecast income and distribution statements and proforma balance sheet have been prepared adopting the accruals and historical cost basis of accounting (except for investment properties and derivative financial instruments, which are at fair value) and in accordance with the recognition and measurement principles of Australian Accounting Standards and interpretations issued by the Australian Accounting Standards Board and the Corporations Act.

Investment property

The Property will be recognised at fair value (being the valuation amount) following completion of Construction Phase. Any change resulting from revaluation will be recorded in the income statement. The carrying value of the Property recorded in the balance sheet will include components relating to straight lining of rental income in respect of fixed increases in rentals in future periods.

Distributions

A distribution payable is recognised when the Unitholders' right to receive the payment is established. Distributions determined will be payable quarterly in arrears.

Revenue

Rental income is brought to account on a straight-line basis. Interest revenue is recognised as the interest accrues using the effective interest method.

Expenses

Expenses are brought to account on an accruals basis. Ongoing fees payable to the Responsible Entity are recognised as expenses when the services are received. A Performance Fee is Only recognised once it is assessed as probable that

the amount will be payable in the future based on SkyHotel Investment Fund performance.

Taxation

Under current income tax legislation, SkyHotel Investment Fund and Property Collect is not liable to pay tax provided Unitholders are presently entitled to all the income of Property Collect in each income year.

Borrowings

Borrowings are initially recognised at fair value. Interest expense is accrued over the period when it becomes due and is recorded in the income statement with the offsetting amount recorded as part of payables in current liabilities.

GST

Revenues and expenses are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office. In these circumstances the GST is recognised as part of the cost of acquisition of the asset or as part of an item of the expense. Receivables and payables in the balance sheet are shown inclusive of GST.

7.7 Sensitivity Analysis

The forecasts in this PDS have been based on certain economic and business assumptions about future events. The forecast distribution payable during the Forecast Construction Phase and Forecast Operating Phase is sensitive to a number of factors. With respect to Forecast Operating Phase this includes, but not limited to:

- Occupancy and Room Rate Risk
- Tenant Risk
- Capital and operating costs
- Construction timetable and costs
- Interest Rate and Finance Risk

A summary of the possible impact on different outcomes in key assumptions underlying the forecasts at the Minimum, Medium and Maximum Subscription Amounts is set out in the table below. However, the disclosed movements in these key assumptions are not intended to be indicative of the complete variations that may occur.

Occupancy Risk	Forecast distributions are based on the Occupancy assumptions. If the Occupancy is varied by -5% per annum during the forecast period this would have a -1 cent per Unit impact on the average distribution over the 6 years.
Average Daily Rate Risk	Forecast distributions are based on the Average Daily Rate assumptions. If the Average Daily Rate is varied by -5% per annum during the forecast period this would have a -1 cent per Unit impact on the average distribution over the 6 years.
Construction Phase extended by 6 Months	The anticipated Construction Phase is 12 months, if the construction contractor is unable to commit to a 12 month timetable and/or there are delays this will impact on the period of the Forecast Operating Phase. If the Construction Phase is longer by 6 months this would have a -1 cent per Unit impact on the average distribution over the 6 years.

A summary of the impact on annualised distribution yield for the Forecast Operating Phase due to the change in GRR is shown below.

Year 1 Annualised Distribution Yield (%)
(GRR = Forecast Gross Rooms Revenue) Sensitivity Analysis

	Optimistic	Anticipated	Conservative	Pessimistic
Sensitivity	+5% GRR	GRR	-5% GRR	-10% GRR
Median Subscription	9.9%	8.9%	8.0%	7.0%
Minimum Subscription	11.6%	10.5%	9.4%	8.3%
Maximum Subscription	8.3%	7.5%	6.7%	6.0%

Average 5 Year Annualised Distribution Yield (%)
(GRR = Forecast Gross Rooms Revenue) Sensitivity Analysis

	Optimistic	Anticipated	Conservative	Pessimistic
Sensitivity	+5% GRR	GRR	-5% GRR	-10% GRR
Median Subscription	11.4%	10.3%	9.2%	8.1%
Minimum Subscription	13.4%	12.1%	10.8%	9.5%
Maximum Subscription	9.6%	8.7%	7.8%	6.9%

A summary of the impact on IRR for the Forecast Construction Phase and the Forecast Operating Phase due to change in GRR is shown below:

Average 6 Year – IRR Sensitivity Analysis (GRR = Forecast Gross Rooms Revenue)

Construction and Operating Phase	Optimistic	Anticipated	Conservative	Pessimistic
GRR Sensitivity	+5% GRR	GRR	-5% GRR	-10% GRR
Median Subscription IRR	10.7%	9.8%	8.9%	8.0%
Minimum Subscription IRR	12.3%	11.3%	10.3%	9.2%
Maximum Subscription IRR	9.3%	8.5%	7.8%	7.0%

7.8 Investigative Accountants Report



1 November 2021

The Directors
Huntley Management Limited
SkyHotel Investment Fund
By email

Dear Directors

INDEPENDENT LIMITED ASSURANCE REPORT FOR HUNTLEY MANAGEMENT LIMITED'S PRODUCT DISCLOSURE STATEMENT ISSUED TO RAISE FUNDS IN SKYHOTEL INVESTMENT FUND

Introduction

We have been engaged by Huntley Management Limited (the Company), as the Responsible Entity (RE) for SkyHotel Investment Fund (SIF), to report on the Forecast Financial Information (FFI) for inclusion in a Product Disclosure Statement (PDS) dated on or about 4 November 2021. The PDS is proposed to be released in connection with funding required to develop stage 2 known as SkyHotel for the Ramada Hotel Hervey Bay.

Expressions and terms defined in the PDS have the same meaning in this report.

Scope

You have requested our firm review FFI of SIF as set out in Section 7 of the PDS:

- forecast income and distribution statements for Financial Year 2023 (Forecast Construction Period) and Financial Years 2024 to 2028 (Forecast Operating Period);
- proforma balance sheet after the issue of Units representing the Total Offer Amount; and
- sources and application of funds from this Offer.

(collectively referred to as the **Financial Information**).

The forecast financial information in Section 7 should be read in conjunction with the statement of significant accounting policies and the best estimate assumptions along with the Quantity Surveyors report in Section 3, the THSA summary letter in Section 7, and the Novak summary letter in Section 7.

Key assumptions upon which the forecast income and distribution statements and proforma balance sheet are based:

- include that the Minimum Subscription Amount has been achieved at the date of the forecast financial information; and

Nexia Brisbane
Corporate Finance Pty Ltd
AFSL 478534
Level 28, 10 Eagle Street
Brisbane QLD 4000
GPO Box 1189
Brisbane QLD 4001
p +61 7 3229 2022
f +61 7 3229 3277
e email@nexiabrisbane.com.au
w nexia.com.au

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- on forecast gross income and other key parameters of the Quantity Surveyor, independent hotel experts THSA and Novak reports.

The Financial Information is presented in the PDS in an abbreviated form, insofar as it does not include all of the presentation and disclosures required by Australian Accounting Standards and other mandatory professional reporting required by Australian Accounting Standards and other mandatory professional reporting requirements applicable to general purpose financial reports prepared in accordance with the Corporations Act 2001.

The Pro Forma Financial Information has been derived from the FFI of the SIF, after adjusting for the effects of pro forma adjustments described in Section 7 of the PDS. The stated basis of preparation is the recognition and measurement principles contained in Australian Accounting Standards applied to the FFI and the events or transactions to which the pro forma adjustments relate, as described in Section 7 of the PDS, as if those events or transactions have occurred on or before 30 June 2023. Due to its nature, the Pro Forma Financial Information does not represent the Company's actual or prospective financial position.

Directors' responsibility

The directors of Huntley Management are responsible for the preparation and presentation of the FFI and Pro Forma Balance Sheet including selection and determination of best estimate adjustments included in the FFI and Pro Forma Financial Information. This includes responsibility for such internal controls as the directors determine are necessary to enable the preparation of the FFI and Pro Forma Financial Information that is free from material misstatement, whether due to fraud or error.

Our Responsibility

Our responsibility is to express limited assurance conclusions on the FFI and the Pro Forma Financial Information, based on the procedures performed and the evidence we obtained. We have conducted our review engagement in accordance with the Standard on Assurance Engagement ASAE 3450 Assurance Engagements involving Corporate Fundraisings and/or Prospective Financial Information.

A review consists of making enquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Australian Auditing Standards and consequently does not enable us to obtain reasonable assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion.

Conclusions

Forecast Financial Information

Based on our review, which is not an audit, nothing has come to our attention that causes us to believe that the Forecast Financial Information of Huntley Management, as described in Section 7 of the PDS, and comprising:

- forecast income and distribution statements for Financial Year 2023 (Forecast Construction Period) and Financial Years 2024 to 2028 (Forecast Operating Period);
- proforma balance sheet after the issue of Units representing the Total Offer Amount; and
- sources and application of funds from this Offer.

**Nexia Brisbane
Corporate Finance Pty Ltd**
AFSL 478534
Level 28, 10 Eagle Street
Brisbane QLD 4000
GPO Box 1189
Brisbane QLD 4001
p +61 7 3229 2022
f +61 7 3229 3277
e email@nexiaaustralia.com.au
w nexia.com.au

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are not presented fairly, in all material respects, in accordance with the stated basis of preparation, as described in Section 7 of the PDS.

Pro Forma financial information

Based on our review, which is not an audit, nothing has come to our attention that causes us to believe that the Pro Forma Financial Information being the Statement of Financial Position of SIF, consisting:

- the pro forma balance sheet of SIF as at 30 June 2023, including the pro forma adjustments to demonstrate the events and transactions related to the Offer as if they had occurred at 30 June 2023.

are not presented fairly, in all material respects, in accordance with the stated basis of preparation, as described in Section 7 of the PDS.

Restriction on Use

Without modifying our conclusions, we draw attention to Section 7 of the PDS, which describes the purpose of the Forecast Financial Information, being for inclusion in the PDS. As a result, the Forecast Financial Information may not be suitable for use for another purpose.

Consent

Nexia Brisbane Corporate Finance Pty Ltd (Nexia) has consented to the inclusion of this Independent Limited Assurance Report in the PDS in the form and context in which it is included.

Liability

The liability of Nexia is limited to the inclusion of this report in the PDS. Nexia makes no representation regarding, and has no liability for, any other statements or other material in, or omissions from, the PDS.

This report has been prepared for inclusion in the PDS. Nexia disclaims any assumption of responsibility for any reliance on this report or on the Forecast Financial Information to which this report relates for any purpose other than the purposes for which it was prepared. This report should be read in conjunction with the PDS.

Nexia holds an Australian Financial Services Licence (AFS Licence Number 478534) and our Financial Services Guide ('FSG') has been included in this report as Appendix I in the event you are a retail investor. Our FSG provides you with information on how to contact us, our services, remuneration, associations, and relationships.

Independence and Disclosure of Interest

Nexia Brisbane Corporate Finance Pty Ltd does not have any interest in the outcome of this PDS other than the preparation of this report and participation in due diligence procedures, for which normal professional fees will be received.

This Report has been prepared, and included in the PDS, to provide investors with general information only and does not take into account the objectives, financial situation or needs of any specific investor.

**Nexia Brisbane
Corporate Finance Pty Ltd**
AFSL 478534
Level 28, 10 Eagle Street
Brisbane QLD 4000
GPO Box 1189
Brisbane QLD 4001
p +61 7 3229 2022
f +61 7 3229 3277
e email@nexiabrisbane.com.au
w nexia.com.au

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It is not intended to be a substitute for professional advice and potential investors should not make specific investment decisions in reliance on the information contained in this Report. Before acting or relying on any information, potential investors should consider whether it is appropriate for their objectives, financial situation or needs.

Your faithfully

A handwritten signature in black ink, appearing to read 'KJ Robertson', with a long horizontal stroke extending to the right.

KJ Robertson
Director

**Nexia Brisbane
Corporate Finance Pty Ltd**
AFSL 478534
Level 28, 10 Eagle Street
Brisbane QLD 4000
GPO Box 1189
Brisbane QLD 4001
p +61 7 3229 2022
f +61 7 3229 3277
e email@nexiabrisbane.com.au
w nexia.com.au

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7.9 THSA summary letter



Address: Tourism and Hospitality Services AustralAsia
Level 8, 261 George Street
SYDNEY NSW 2000
ABN 77 602 813 883

Phone: +61 417 488 881

Timothy Wright and Bryce Wedemeyer
Ramada Hervey Bay and Property Collect
627 Charlton Esplanade
Urangan 4655
Hervey Bay

7 June 2021

Market Assessment & Operating Projections for Proposed Development of SkyHotel, Hervey Bay

Dear Timothy and Bryce

Further to the submission of our Final Report dated 21 May 2021 titled '*Market Assessment and Operating Projections for Proposed Development of the SkyHotel Hervey Bay*' which is planned to open in early 2023, you have requested us to provide a Summary Letter to be used as part of your capital raising documentation including Product Disclosure Statement (PDS).

With respect to such we confirm that this Summary Letter must be read by any prospective investor in conjunction with the full report which you will also make available to prospective investors. We further confirm we consent to the use of this Summary Letter in the capital raising documentation and PDS and note although we are recognised hotel experts THSA is not authorised to provide investment advice.

Overview

Hervey Bay is located 240km to the North of Brisbane on the Fraser Coast and is sheltered by Fraser Island. The existing Ramada Hervey Bay was completed in 2009 by property developer Timothy Wright and since then operated by entities associated with him under a Ramada / Wyndham Hotel franchise. Timothy is also the key proponent for the development of Ramada SkyHotel. The land on which Ramada SkyHotel is to be built is currently owned by entities associated with Ramada Hervey Bay.

Property Collect proposes to develop an extension to the existing Ramada Hervey Bay to be called Ramada SkyHotel to comprise of 83 hotel rooms (78 standard rooms, four executive rooms and a presidential suite) as well as a rooftop multipurpose facility for conference, restaurant and bar in a seven-story building.

We are advised that Ramada Hervey Bay will be developed under the Property Collect syndication program of which Bryce Wedemeyer is CEO and Development Director.

Key Summary Findings

1. Hervey Bay and the Fraser Coast are experiencing a transformation from its agricultural past and relaxed seaside village to a modern economy.
2. There is an estimated 1,150 accommodation rooms in Harvey Bay across a range of hotels, serviced apartments, hostels and B&B. Ramada Harvey Bay is the only full-service establishment in Hervey Bay.
3. From our analysis of the market and discussions with various industry stakeholders there is a need for a new hotel accommodation (not serviced apartments) Ramada SkyHotel rather than serviced apartments and that the rooftop facility will be unique to the Fraser Coast.
4. Pre-COVID, the average occupancy was 64% and ADR \$140. This has increased to 69% and \$165 respectively post-COVID.



5. Located at the marina in Hervey Bay the new hotel will continue to benefit from the internationally known Wyndham Hotel and Ramada brands.
6. The current Ramada Hervey Bay still presents as modern and appealing and for this reason along with its on-site restaurant and other hotel services offered has enjoyed a higher than average occupancy. Ramada SkyHotel and the current Ramada will complement each other operationally and for product offering.
7. Ramada Hervey Bay has a very strong corporate guest business due to it having hotel rooms as well as other hotel services offered, which can assist greatly in underpinning revenue and occupancy consistency.
8. Council and other organisations are proactively and highly supportive of tourism and development of the region in a number of sectors (including tourism, health, energy, education) and this is reflected in the modern airport capable of large jets and serviced with a number of flights daily from both Brisbane (30 mins) and 3 times a week from Sydney (90 mins).
9. In 2019 the region and Fraser Island welcomed 1.8 million tourists generating 3.7 million visitor nights which reflects the underlying strength of the market and the need for quality accommodation and services such as the proposed Ramada SkyHotel.
10. The region has a very strong drive market (3.5 hours from Brisbane) being next to the populous South East Queensland and is one of Australia's premier whale watching destinations and only one of four Whale Heritage Sites in the world.
11. The development of the roof top multipurpose facility which will have excellent views over the marina out to Fraser Island, for conference (including a focus on weddings, meetings and social events) restaurant and bar will complement and be very beneficial for the hotel accommodation.
12. Based on the market assessment and opportunity presented in our report by the proposed 83-room SkyHotel, we estimate that the property could achieve a stabilised annual room occupancy of 83.0% and ADR of \$177.52 by the third year of operation (2025) and generate a total estimated rooms revenue of \$4.46 million increasing to an ADR of \$187.18 by the fifth year and generate a total estimated rooms revenue of \$4.7 million.

As advised this letter must be read in conjunction with our comprehensive report dated May 2021, *'Market Assessment and Operating Projections for Proposed Development SkyHotel Hervey Bay'* and no statement in this Summary Letter should be taken out of context relative to that report or should be construed as THSA providing investment advice.

For optimal operations, international branded accommodation hotels often need to be above 150 rooms in scale. We conclude from our study that there appears to be a clear need, market opportunity and niche for the development of Ramada SkyHotel of 83 rooms in Hervey Bay with such adding to the 90 rooms of the existing Ramada Hervey Bay to total 173 rooms. This should provide sufficient rooms to allow the hotel to maximise operational efficiency with respect to marketing and services offered. Having two restaurants with one of these being a roof top (suitable for weddings and conferences) will be a drawcard for tourists, corporates, and locals.

Yours sincerely



Rodger Powell
Managing Director



7.10 Novak summary letter

Nova Advantage Pty Ltd

13 September 2021

The Directors
Collective Wealth Pty Ltd
627 Charlton Esplanade
Hervey Bay 4655

Messrs: Wright and Wedemeyer

Dear Sirs

MARKET ASSESSMENT – FORECASTS – OPERATIONAL SUMMARY REPORT – RAMADA SKYHOTEL

We were requested to undertake a market assessment, forecasts, and operational report on the proposed Ramada SkyHotel by Collective Wealth Pty Ltd (investment manager for the SkyHotel Investment Fund). We were further requested to issue a Summary Report to be included in a Product Disclosure Statement (PDS) to be issued by Huntley Management Limited as Responsible Entity. We consent to this Summary Report being included in the PDS. This Summary Report must be read in conjunction with the full report issued and dated 20 August 2021.

We confirm that we have no pecuniary interest in Ramada SkyHotel or any company or person associated with Ramada SkyHotel. This report has been prepared on a complete independent basis. As to my experience I have had 30 years involved in operational, marketing and consulting aspects of hotels nationally and internationally.

Our key findings are summarised as follows:

- A. Ramada Hervey Bay completed in 2009, and operated under a Wyndham Hotel Group Ramada franchise since opening, has been a very successful 90 room hotel in Hervey Bay for the following key reasons:
 - Well-appointed rooms and ambient reception
 - Provision of hotel rooms as well as 1-bedroom suites in a dual key arrangement
 - The demand for hotel rooms which can be priced to suit the corporate market
 - On site restaurant which is ideal for corporates of which Ramada Hervey Bay has a strong following
 - Room service and provision of other value add services
 - Excellent management and optimisation of guest experience
 - Fraser Coast, Fraser Island and Hervey Bay continued growth
- B. Ramada SkyHotel will be a ground plus 7 level building comprising 83 hotel rooms (78 standard, 4 executive and a presidential suite) with the rooms over ground to level 6 and level 7 being conference, restaurant and bar. The upper levels will have excellent views over the marina and out to Fraser Island. The addition of Ramada SkyHotel to the current Ramada Hervey Bay to then be a 170-room hotel will offer excellent opportunity with marketing, rate differential, operational and economy of scale aspects to optimise hotel revenue.
- C. The room combinations, sizes and proposed high standard of fit out have been designed for the Hervey Bay corporate and leisure market with the rooms being:
 - 41 Standard rooms – 26sqm internal
 - 27 Standard rooms with balcony – 26sqm + 6sqm balcony
 - 5 Standard rooms with terrace – 26sqm + 7sqm terrace
 - 4 PWD (People with Disabilities) Standard rooms – 31sqm internal
 - 1 PWD Standard room with balcony – 31sqm internal + 6sqm balcony
 - 4 Executive room – 47sqm internal + 6sqm balcony (there is the one with a 18sqm balcony)
 - 1 Presidential suite – 100sqm internal + 12sqm balcony

Nova Advantage Pty Ltd

- D.** The level 7 conference, restaurant and bar facility will be instrumental in driving occupancy and rate and providing a full-service quality hotel experience. Ramada SkyHotel will essentially launch Hervey Bay hotel accommodation, conference, and dining to a new level. The level 7 conference area serviced by 3 high speed lifts is forecast to be very popular for weddings (locally and nationally) as well as small and large conferences locally and nationally.
- E.** With respect to the Fraser Coast and Hervey Bay accommodation market, being right next door to the population growth hubs of Southeast Queensland, provides a growing, sound and stable demand for hotel accommodation in Hervey Bay and my full report details and explains all the reasons why. The Fraser Coast and Hervey Bay is a leading growth area. With over 2 million room night historically in the region, the provision of a further 30,000 room nights with Ramada SkyHotel, only represents 1.5% of the total room nights. With Ramada Hervey Bay being quality product excellent occupancies are forecast.
- F.** Importantly, it is considered that the introduction of a first-class quality hotel to Hervey Bay with excellent food and beverage facilities will attract many guests who may now been staying elsewhere. Plus, Ramada Hervey Bay is the closest hotel to the airport which has services daily from Brisbane and regularly from Sydney.
- G. Occupancy:** My assessment of occupancy considering the past strong track record of Ramada Hervey Bay is that occupancy levels of Ramada SkyHotel will commence with opening in 2023 at the lower 80% range and increase to the higher 80% range over a 5-year period. An important consideration is not solely occupancy but rate, and rate management is critical to optimising gross room revenue. From observations the Ramada Hervey Bay management team are skilled in rate management to optimise revenue and have excellent relations with the third-party providers such as booking.com. wotif and other groups. The hotel already has clearly established relations with bus tour operators. A key component of the current Ramada Hervey Bay is the corporate market and the introduction of Ramada SkyHotel with its facilities such will only strengthen.
- H. Room Rates:** My assessment of room rate, taking into account historical rate s with the quality product and facilities proposed, is that such will commence in the early \$170 per night and increase to \$210 over a 5-year period with REVPAR increasing from \$140 to \$190 over the 5-year period.
- I. Gross Room Revenue:** My assessment of gross room revenue excluding GST is that such will increase from \$3.8 million in Year 1 to \$5.1 million over the 5-year period commencing with opening in 2023.

In summary, it is considered that the proposed Ramada SkyHotel will have strong success due to:

- ✓ Strong growth in the region and direct access to the iconic Fraser Island
- ✓ Location next to the growth area of Southeast Queensland
- ✓ Previous proven track record of Ramada Hervey Bay
- ✓ No new hotel in Hervey Bay for 10 years with Ramada SkyHotel being modern and appealing
- ✓ Product type as in high quality well fitted out hotel rooms targeted at market demand especially corporate
- ✓ The provision of first-class conference, food, and beverage facilities with excellent outlook
- ✓ Management focused on the guest experience

Chris Novak
Managing Director
Nova Advantage Pty Ltd

8.0

**TAX
INFORMATION****8.1 Taxation for Australian residents**

The summary below only addresses likely tax implications for Australian resident investors who hold Units in Property Collect as capital assets.

The summary also relates to the taxation law as it exists at the date of this product disclosure statement and is subject to any future changes in Australian tax laws and tax office rulings.

The taxation consequences for non-resident investors and investors who do not hold their investment on capital account may differ from the treatment outlined below and they should rely upon their own independent legal and taxation advice.

8.2 Income Tax if Property Collect becomes an AMIT

The Responsible Entity may choose to be an attribution managed investment trust (AMIT) for taxation purposes once it meets the requirements to make that choice. The Responsible Entity cannot

revoke that choice once it has been made. When the Responsible Entity has made that choice the taxation treatment is as set out in this clause 2.1 rather than in Section 2.2. If the Responsible Entity proposes to make that choice, investors will be notified under the continuing disclosure obligations that apply to the Responsible Entity.

An AMIT maintains the principle of “character flow through” that applies to taxation of trusts generally, namely, the income of the trust of a particular character in the hands of the trustee has the same character in the hands of the beneficiaries. In summary, effectively the AMIT does this in the following manner:

- the trustee determines the overall amounts of particular characters for the AMIT for an income year and attributes amounts with particular characters for that income year to members on a fair and reasonable basis in accordance with the constituent documents of the trust being based on their membership interests in the AMIT;





- these “determined trust components” then become the “determined members’ components” so that if such “determined trust components” have a particular tax character, the member is treated as if those amounts had been derived, received, made by or paid to them directly, rather than through the trust, and in the same circumstances as the trustee to the extent those circumstances gave rise to the particular character.

Where the determined trust component includes a discount capital gain, the amount reflected in the determined member component will need to be doubled. This ensures that the member may apply any capital losses against that amount and applying the appropriate discount, if applicable, in working out the member’s own net capital gain.

Where the determined trust component includes a franked distribution then the determined trust component will include the amount of the franking credit gross up component with respect to that franked distribution.

A trustee of an AMIT is required with respect to each income year to issue to every member of the trust an AMMA statement for that income year. The AMMA statement is required to include information that reflects the amount and character of each member component for that member for the income year and state what the trustee reasonably estimates to be the AMIT cost base net amount for the income year in respect of the CGT asset that is the member’s unit or interest in the AMIT. Each member will be taxable in respect of the attributed amounts as shown in the AMMA statement in the member’s own right, rather than as a member of the trust. Effectively the member can be described as “standing in the shoes” of the trustee.

In addition:

- if the member’s entitlements from the AMIT exceeds the amounts of the determined trust components included in the member’s assessable income, the cost base and reduced cost base of membership interests held by the member are adjusted downwards (which cannot be below nil);
- if the member’s entitlements from the AMIT is less than the amounts of the determined trust components included in the member’s assessable income, then the cost base and reduced cost base of membership interests are adjusted upwards.

Where the cost base and reduced cost based of the membership interest is adjusted downwards, this can result in a capital gain arising for a member where the downward adjustment exceeds nil or a greater capital gain, or reduced capital loss, on the disposal of the membership interests because of the reduction in the amount of the cost base and reduced cost based of the membership interest.

Where the cost base and reduced cost based of the membership interest is adjusted upwards this can result in a reduced capital gain, or greater capital loss, on the disposal of the membership interests because of the increase in the amount of the cost base and reduced cost based of the membership interest.

Therefore, Australian resident investors in Property Collect will be subject to tax on the income of Property Collect which is attributed to them under the above rules which will be set out in the AMMA statement that is issued to them for each income year. The tax payable (if any) depends on the investor's individual tax profile and applicable tax rate.

If an investor disagrees with the Responsible Entity's attribution of income, the investor can object to that attribution and substitute the Responsible Entity's determination with their own attribution. However, if you decide to take this course, it is important that you obtain professional tax and legal advice before doing so. You must contact the Responsible Entity before notifying the Commissioner of Taxation of this choice.

8.3 Income tax where Fund is not an AMIT

General

Property Collect will not be subject to tax on Property Collect's net income unless Property Collect derives net income to which no beneficiary is presently entitled. The Unit Holders in Property Collect will collectively be presently entitled to the full net income of Property Collect.

Therefore:

- Property Collect will not be subject to any income tax on the net income of Property Collect; and
- investors will be assessed on their share of the net income from Property Collect in the same proportion as they share in the accounting income.

However, in the case of Unit Holders who are under a legal disability or a non-resident, the Responsible Entity will be liable to pay tax in respect of the relevant Unit Holder with respect to that Unit Holder's share of the net income of Property Collect, as is attributable to a period that the Unit Holder was a resident, and so much of the share of the net income, as is attributable to a period when the Unit Holder was not a resident and is also attributable to sources in Australia. Non-resident Unit Holders are also subject to tax

on their share of the net income but are entitled to a tax credit for the income tax we have paid on that share of the net income.

Tax Deferred Amounts

A cash distribution may be made to Unit Holders that exceeds their share of Property Collect's net income for the particular year. Where that occurs, the excess ("tax deferred amount") is not assessable income of the Unit Holder. Instead, the Unit Holder is required to reduce the cost base of their Units by that tax deferred amount. The effect is to increase the capital gain (or reduce the capital loss) that would otherwise arise at the time the Unit Holder disposes of their units in Property Collect.

If the cost base of a Unit Holder's Units is reduced to "nil" by tax deferred distributions, further tax deferred distributions received after that time will be assessable as capital gains. The taxable amount of capital gains arising as a result of further tax deferred distributions may qualify for concessional tax treatment as a discount capital gain.

A Unit Holder who has held their units for at least 12 months, will be entitled to reduce the taxable amount of a capital gain (i.e. the amount of the gain reduced by any capital losses available to the Unit Holder) by:

- 50% in the case of units held by individuals (i.e. natural persons) or a trust provided that the trust distributes the gain to an individual;
- 33.33% for Unit Holders who are complying superannuation funds.

Unit Holders that are companies are not eligible for the CGT discount.

Capital gains

The net income to which a Unit Holder is presently entitled may include a component which is a net capital gain made by Property Collect. This net capital gain will be calculated using a 50% discount capital gain. Therefore, where a distribution made by Property Collect which includes an amount attributable to a discount capital gain, the Unit Holder will be required to gross-up the distribution and then apply any current or prior year capital losses, to arrive at their own net capital gain for

the relevant year. Depending upon their individual circumstances, Unit Holders may then be entitled to reduce their net capital gain by the appropriate discount percentage (namely, 50% for individuals or trusts, or 33.33% for complying superannuation entities) to arrive at their assessable net capital gain for that year.

However due to the nature of the underlying investments of first mortgages over real property, it is highly unlikely that there would be any capital gains made by Property Collect.

Disposal of Units

Unit Holders may realise a capital gain or loss on the disposal or redemption of their units in Property Collect. A capital gain will arise where the proceeds on disposal or redemption of the units exceed the Unit Holder's cost base, as determined under the CGT provisions. As noted above, the CGT cost base will be reduced by tax deferred distributions.

8.4 Tax file number (TFN) and Australian business number (ABN)

On your application form you may provide us with your TFN or advise us of your TFN exemption. We are authorised to collect your TFN(s) or exemption number(s) which will only be used for tax related purposes in accordance with the Income Tax Assessment Act 1936, Income Tax Assessment Act 1997 and Taxation Administration Act 1974. Alternatively, an ABN may be quoted instead of a TFN where the Units are held as part of a business.

It is not compulsory for you to quote a TFN, TFN exemption or ABN, but if you do not then we are required to deduct tax from any income distribution payable to you at the maximum marginal tax rate plus the medicare levy and any other applicable government charges. For more information about TFNs and ABNs, please contact the Australian Taxation Office.

We will store your TFN(s) and exemption number(s) securely and as is reasonable in the circumstances. Access to unit holder TFN(s) or exemption number(s) is restricted to authorised employees or agents of the Responsible Entity who require them for legitimate purposes. Unit holder TFN(s) or exemption number(s) will be securely disposed of when no longer required for administrative or legal purposes.

8.5 Tax position of overseas investors

If you are a non-resident, then we will withhold tax from your distributions where these distributions consist of income and capital gains sourced in Australia, even if this income is reinvested as additional Units in Property Collect. Tax will be withheld at the rate applicable to non-resident investors. You may be able to claim a credit for this tax in your country of residence.

Individuals either becoming or ceasing to be an Australian resident should seek advice about their particular circumstances.

8.6 Social security

Investing in Property Collect may affect social security pension entitlements. The Department of Veteran Affairs (DVA) and Centrelink will classify your investment in Property Collect as a financial investment. Therefore it will be included in your income and assets tests. As government policy in this area can change regularly, you should contact your financial adviser, the DVA or Centrelink office for further details on how your investment may affect you.

8.7 Foreign Account Tax Compliance Act (FATCA)

FATCA is United States (US) tax legislation that enables the US Internal Revenue Service (IRS) to identify and collect tax from US residents that invest in assets through non-US entities. If you are a US resident for tax purposes, you should note that Property Collect is or is expected to be a "Foreign Financial institution" under FATCA and it intends to comply with relevant FATCA obligations. As determined by either the FATCA regulations or any inter-governmental agreement (IGA) entered into by Australia and the US for the purposes of implementing FATCA. Under these obligations, Property Collect will have to obtain and disclose information about certain investors to the Australian Taxation Office.

In order for Property Collect to comply with relevant obligations, the Trustee will also request that you provide certain information about yourself, including your US Taxpayer identification Number (TIN). The Trustee will only use such

information for this purpose from the date Property Collect is required to do so. You are also required to provide information within 30 days in case of a change of circumstances.

8.8 Common Reporting Standard (CRS)

CRS is the single global standard set by the Organisation for Economic Co-operation and Development (OECD) for the automatic exchange of information with revenue authorities for tax non-residents that invest in certain financial accounts. The standard covers both the identification of tax non-residents and reporting on the applicable financial accounts. The Trustee will be a 'Reporting Financial institution' under CRS and intend to comply with its CRS obligations under any relevant Australian laws and regulations. Including obtaining and disclosing information about certain investors to the ATO or other foreign tax authorities as required. To facilitate these disclosures, Investors will be required to provide certain information such as that relating to their country of tax residence and their relevant taxpayer identification number (if applicable). You are also required to provide information within 30 days in case of a change of circumstances.



9.0

VALUATION



5th November 2021

Our Ref 80810

Collective Wealth Pty Ltd
627 Charlton Esplanade
Urangan 4655
Hervey Bay

Attn: Bryce Wedemeyer

Dear Sir

VALUATION REPORT- EXECUTIVE SUMMARY – RAMADA SKYHOTEL 83 ROOMS

I have been instructed by Collective Wealth Pty Ltd (CW), to be appointed investment manager of the SkyHotel Investment Trust by the Responsible Entity Hunley Management Limited, to undertake a Fair Market Valuation on the 83 rooms in the proposed Ramada SkyHotel (87 to 89 Miller St, Urangan, Hervey Bay), 'as if complete' in mid 2023.

The land on which Ramada SkyHotel is to be constructed is owned by Marina Land Pty Ltd (Lot 99).

Special Comment: It is mandatory that this Summary Valuation Report be read in conjunction with the Full Report dated 13th September 2021 and that this letter forms part of such report and the contents therein.

This summary provides an overview of the full valuation instructed to be undertaken by Collective Wealth Pty Ltd and is to be included in a Product Disclosure Statement (PDS) to which I consent. This company states that it has no pecuniary interest that could conflict with this valuation.

Valuation Executive Summary as extracted from the valuation report is as follows:

The 'Ramada Hotel & Suites Hervey Bay' at 627 the Esplanade was built in 2009 (opened in October of that year) and consists of a 2 and 4 storey complex of 2 buildings. The rear buildings (2 storey) are arranged around the feature lap pool within the complex. The accommodation format in the Ramada Hotel are dual key serviced apartments (a 1 bedroom module + a hotel room module, with a common foyer), with the dual key units being owner individually by investors.

To the rear of the rear building is a vacant lot (Lot 99), which is the proposed site for the construction of the SKYHOTEL, with pedestrian access to the existing Ramada complex and vehicular access of the adjoining street, at 87 Miller Street.

Angel Hotel Management Pty Ltd (AHM) entered into a License agreement with Ramada International (a subsidiary of Wyndham Hotels and Resorts) on 31st December 2017, for a period of 10 years (renewable). The existing Ramada Hotel & Suites Hervey Bay operates under this license agreement and it is proposed the new SKYHOTEL, when complete, will also operate under this agreement via Angel Hotel Management Pty Ltd (via associated entity SkyHotel Resort Management Pty Ltd- SRM).

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PROPERTY AND HOSPITALITY VALUATIONS PTY LTD ACN 143 200 364
5 Skiff Street Southport Q 4215 PO Box 9260 GCMC Qld 9726
T 07 5574 2599 W www.propertyhospitalityvaluations.com

DIRECTOR
Chris Kogler AAPI CPV
E chris@expressval.com.au
M 0418753436
Consultant
Ray Allsop AAPI CPV
E ray@expressval.com.au
M 0414787267



The proposed conference and restaurant facility on Level 7 of the new building will have its own title and be owned by another entity, however still managed under License by SkyHotel Resort Management Pty Ltd.

The project will be developed by the Skyhotel Investment Fund (SHIF) after investment and debt funds are raised, with interests associated with CW undertaking the project management on behalf of SHIF.

It is proposed that the hotel will be leased for a 5 year term with SHIF being the lessor and SRM being the Lessee. The draft Lease Principal Terms Deed allows for annual rental payment to SHIF.

The project received Development Approval from the local authority on 26th August 2021 with construction due to commence in early 2022 with completion expected mid 2023, coinciding with the proposed Hotel opening.

This valuation assessment is being undertaken on an 'As if Complete' basis, to enable investors within the fund to analyse the value of the 83 hotel room asset 'as if complete' at the date of the Hotel opening in mid 2023, the expected future cash flows from the asset and the opportunities and risks associated.

KEY COMMENTARY ON THE FRASER COAST AND HERVEY BAY REGION

The Fraser Coast region is a holiday playground for over 1.8 million visitors each year who enjoy exploring K'gari (Fraser Island) World Heritage Area, spectacular coastal and hinterland landscapes, the historic streetscapes of Maryborough, the popular beaches of Hervey Bay and the marine life of the Great Sandy Strait. The Region's close proximity to Brisbane and its location between the Sunshine Coast and Bundaberg make it a popular destination, particularly for intrastate visitors.

During 2019 the Fraser Coast region welcomed 1.8 million visitors of which 51% were day visitors, 42% were domestic overnight visitors and 7% were international visitors. Collectively, domestic overnight and international visitors generated 3.7 million visitor nights who stayed for an average of 4.1 nights. In terms of growth, the leisure market has recorded the strongest growth in visitor nights across all visitor types, increasing by an average of 16% per annum over the last three years (2017-2019). Important to note is the upward trend in overnight visitor nights generated by the corporate market, which has increased by over 50% from 164,400 in 2018 to 256,500 in 2019. Visitation by other visitors (notably education and medical-related travel) has also recorded strong growth.

Looking towards 2021 and 2022, in light of ongoing restrictions and gatherings, the day and overnight domestic markets will continue to underpin Fraser Coast's visitor economy. Collective promotional efforts undertaken by Fraser Coast Tourism, Tourism & Events Queensland and individual tour operators will serve to highlight and strengthen the Region's appeal as a tourism destination and the concerted efforts to convert day visitors into overnight visitors will not only boost the Region's economic output but will drive increased demand for, and support and encourage further investment in, overnight accommodation.

KEY COMMENTARY ON CURRENT RAMADA HERVEY BAY TRADIJNG

Ramada Hervey Bay, a 45 apartment (91 rooms) development consisting of 44 dual key apartments, a triple key apartment and a manager's unit, was completed in 2009 and has been operating for 12 years, enjoying high occupancy and room rates in recent years with market maturity.

SkyHotel is proposed to be a new 83 room hotel and become part of Ramada Hervey Bay Resort, increasing the size of the complex to 174 rooms and apartments. These combined assets will offer both self-contained apartment-style accommodation and hotel rooms and will meet the diverse needs of different market segments and budgets.

Importantly and uniquely for the Hervey Bay region, the resort offers fully integrated resort services such as a large pool and spa, a fully equipped gymnasium, two restaurants and conference facilities.



SkyHotel is planned to boast a Level 7 bar and a restaurant with sweeping views of Hervey Bay overlooking Fraser Island and the Hinterland. This is coupled with extensive conference facilities, capable of catering for up to 269 guests, patrons, and delegates.

Demand for Ramada Stage 1 rooms has been consistently high and growing from 2016 to 2021, outstripping demand for one-bedroom style accommodation. Trading figures from the existing Ramada Hotel show the Hotel rooms perform better than the 1 bedroom units in both respects but also total revenue per square metre.

The large asset being the Level 7 restaurant/bar and flexible conference facility will have the benefit of building significant M.I.C.E business beyond existing levels and provide (needed) additional amenity to the whole of the hospitality business on site. This includes a room count (including the Ramada Hotel) of some 174 keys (Ramada- 91, SKYHOTEL- 83) which I consider, as a whole, a strategically significant room inventory. The existing management model is expected to provide operational efficiencies for both the Ramada and SKYHOTEL.

The development has the advantage of having access to infrastructure already built in Stage 1 of the Ramada Hotel, which would otherwise have had to be built within the SKYHOTEL. The development also has the advantage of a development scheme with no developers margin, significantly lowering the overall cost of development.

KEY COMMENTARY AND JUSTIFICATION OF THE RAMADA SKYHOTEL OFFERING

A single Hotel title would lead to lower annual taxes/ costs compared to a Strata title model and the proposed lease between SRM as operator and SHIF as owner has the advantage of normalising annual returns and reducing SHIF's exposure to market and operating Risk.

The valuation result is significantly below the QS's estimated cost of the Hotel adopting an allowance for Stage 1 infrastructure and a normal developers margin, of circa \$30 million. This implies that if it were not for the proposed development scheme without a developers margin or the advantages of developing a Hotel on this particular site, the development of this Hotel would not be viable.

KEY COMMENTARY THREATS SUMMARY

- ✓ Accommodation Supply (Short Term) increasing
- ✓ Changing Macro and Micro Economic
- ✓ Further International Health Emergencies
- ✓ Competing regional markets.
- ✓ Workforce pressure.

KEY COMMENTARY OCCUPANCY, ROOM RATES AND ADR

During the first two years of operation (i.e. 2023 and 2024), I estimate ADR to grow strongly to reflect the growing economic position of the Region, increasing visitor appeal of Hervey Bay as a tourism destination and limited increase in future hotel supply. The combination of these elements should enable the proposed hotel to generate demand from diverse market segments. I anticipate that ADR will continue to gradually increase from Year 3 onwards in line with CPI as the market stabilises and new supply (currently unknown) will enter the market.



KEY COMMENTARY VALUATION COMPARISONS, DCF AND NPV

The accepted method of valuing this form of going concern property ('As if Complete') is typically on a walk in walk out basis, subject to the existing management or franchise agreements and costs and inclusive of all fixtures, fittings, equipment and plant that would be necessary to operate a going concern hotel.

The valuation is made on the basis of a return to the owner on a pre interest, depreciation and taxation basis taking into account the projected income.

In undertaking my assessment of value I have considered the following three valuation approaches, with the first two methods forming the basis of my valuation with the third method being used as a check method:-

- Capitalisation Approach – Stabilised (year 3) Forecast
- 5 year Discounted Cash Flow Approach
- Sales Comparable Approach – Dollar Rate per Room

The two primary Valuation approaches have indicated the following value ranges;

83 Key Hotel

Capitalization Method: \$24 million to 27 million

Discounted Cashflow Method: \$23.75 million to \$28 million (within a narrowed range- mid point \$25.875 mill)

I have chosen to apply the mid point-range between the Capitalisation method and DCF method, of **\$25,500,000**.

Overall, this shows a passing yield at Stabilised Year 3 EBITDA of 7.506%.

This figure represents a rate per room of \$307,230, which fits within the rationalisation of the Direct Comparison method, as shown within the body of the valuation report.

A handwritten signature in black ink that reads 'Chris Kogler'.

Chris Kogler

AAPV, CPV

Registered Valuer Qld # 1548

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Attached:

- Assumptions and Limitations



Assumptions and Limitations:

I confirm that the Valuer is a properly qualified, licensed and reputable Valuer who has at least five years continuous experience in Valuation and has experience in valuing property of the same nature as the property being valued.

This valuation is current at the date of issue of the valuation only and reflects my market assessment of the property at a future time, based on the state of the market as at the date of issue of this report.

In the event that a forced sale figure is required the matter should be referred back to the valuer for review. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of general market movements or factors specific to the particular property including management accumen and Acts of God). I do not accept liability for losses arising from such subsequent changes in value. Without limiting the generality of the above comment, I do not assume responsibility or accept any liability where the valuation is relied upon after the expiration of ninety (90) days from the date of the valuation, or such earlier date if you become aware of any factors that have any effect on the valuation.

This valuation is conducted on the basis that I am not engaged to carry out all possible investigations in relation to the property. I have, however, identified certain limitations to my investigations to enable you to instruct further investigations if you consider this appropriate. PHV are not liable for any loss occasioned by a decision not to instruct further investigations.

This document contains a significant volume of information, which is directly derived from external sources without verification by me including, but not limited to, cost estimates, planning documents and environment or other expert reports. I confirm that I have not been instructed to verify such information. Further, the information is not adopted by PHV as our own, even where it is used in our calculations.

Where the content of this document has been derived, in whole or in part, from external sources, PHV does not warrant or represent that such information is accurate or correct.

It should be noted that any subsequent amendments or changes in any form thereto, would only be notified to and known by the parties to whom it is authorised. Reliance on this report should only be taken upon sighting the original document duly signed by the Valuer and Director of PHV. The signatory verifies that this report is genuine, and has been issued and endorsed by PHV. The opinion of value expressed is that of the Valuer who has made the valuation in accordance with the instructions given. The original document can be issued in electronic (pdf) format.

I advise that while I have carried out only an external and superficial inspection of exposed / readily accessible areas of existing improvements, the Valuer is not a building construction or structural expert and is therefore unable to certify the structural soundness of the improvements. Readers of this report should make their own enquiries.

This valuation has been prepared on specific instructions from Mr Tim Wright of Collective Wealth Pty Ltd for Market Value Purposes. This report is not suitable for Mortgage Security Purposes.

The proposed Hotel legal and financial arrangement between the Operator (SkyHotel Resort Management Pty Ltd, wholly owned by AHM) and the Owner (SHIF) based on a proposed Lease includes numerous commercial clauses that may require professional legal, accounting and financial advice prior to any decision to provide equity or debt funding to the project.

Property and Hospitality Valuations Pty Ltd (PHV) has consented to this summary being included in this PDS, but Property and Hospitality Valuations Pty Ltd (PHV) is not providing advice about a financial product, nor the suitability of the investment set out in this PDS. Such an opinion can only be provided by a person that holds an Australian Financial Services Licence. Property and Hospitality Valuations Pty Ltd (PHV) does not hold such a licence and is not operating under any such licence in providing its opinions of value as detailed in this summary and our valuation report.

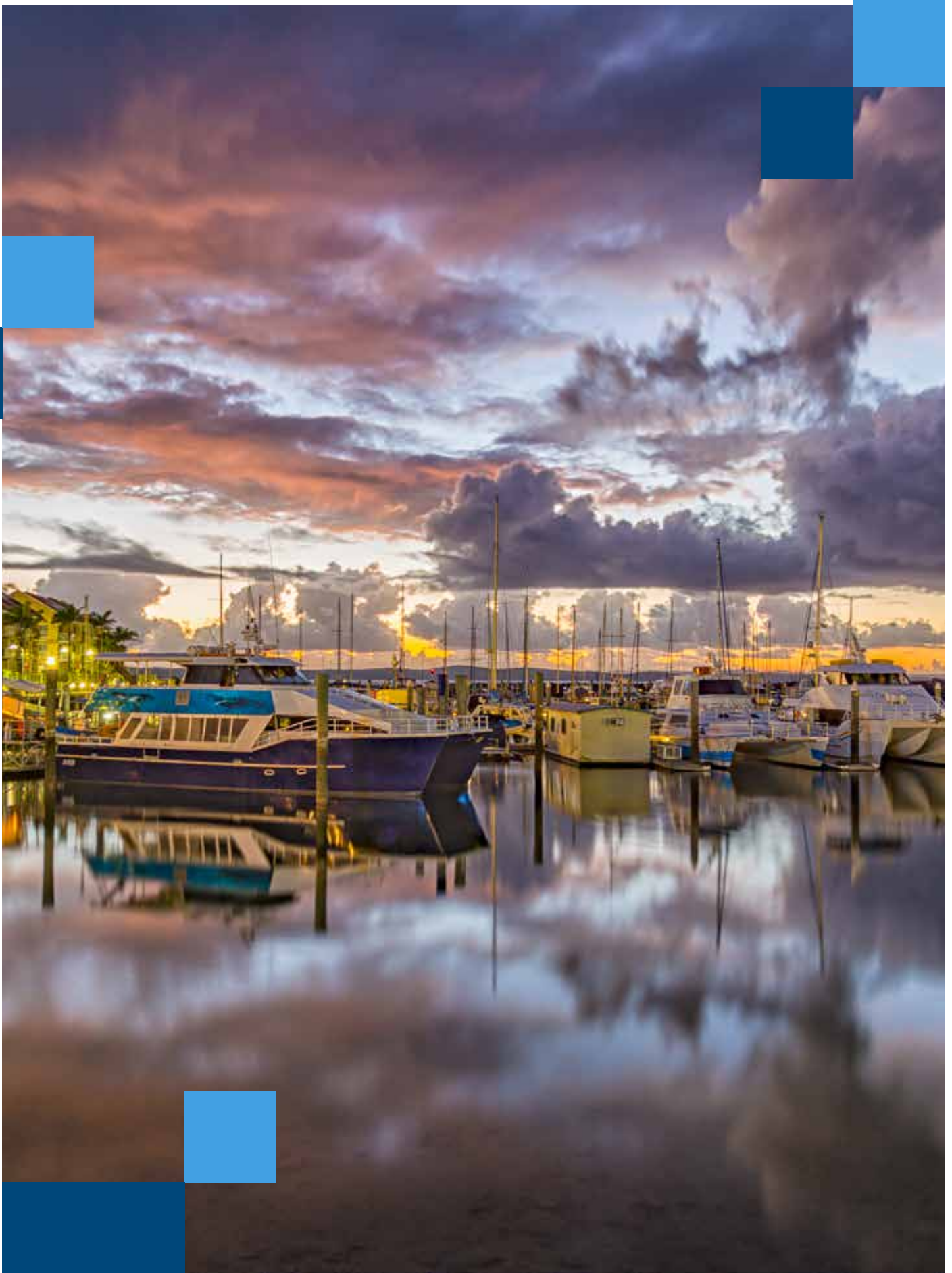


In the case of advice provided within this report which is of a projected nature, we must emphasise that specific assumptions have been made which appear reasonable based upon current market perceptions. It follows that any one of the assumptions set out in the text of this summary may be proved incorrect during the course of time and no responsibility can be accepted in this event.

Market Uncertainty Clause, Australin Property Institute (API):

"The outbreak of the Novel Coronavirus (COVID-19) was declared as a 'Global Pandemic' by the World Health Organisation on 11 March 2020. We have seen global financial markets and travel restrictions and recommendations being implemented by many countries, including Australia. The real estate market is being impacted by the uncertainty that the COVID-19 outbreak has caused. Market conditions are changing daily at present. As at the date of valuation we consider that there is a significant market uncertainty. This valuation is current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of factors that the Valuer could not reasonably have been aware of as at the date of valuation). We do not accept responsibility or liability for any losses arising from such subsequent changes in value. Given the valuation uncertainty noted, we recommend that the user(s) of this report review this valuation periodically."

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10.0

TEAM AND MANAGEMENT

10.1 Roles and Responsibilities

Below is a summary of the key parties involved in Property Collect and the SkyHotel Investment Fund:

Entity	Role	Description/Responsibility
Huntley Management	Responsible Entity (RE)	<p>The RE is a specialist responsible entity for hire and is responsible for operating the scheme and performing the functions conferred on it by the scheme's constitution and this Act. This includes:</p> <ul style="list-style-type: none">• issuing the PDS• Compliance Plan with ASIC including complying with the annual financial reporting and auditing obligations• appointment of the Investment Manager• ensure regular reporting and accountability• appointing the custodian• consulting and give direction to the custodian• consulting regularly with the Investment Manager• directing and authorising all payments• preparing and approving budgets in conjunction with the Investment Manager
Huntley Custodians	Custodian	<p>The Custodian will hold the scheme property as agent for the Responsible Entity who holds the scheme property on trust for the holders of the SIUs.</p>

Entity	Role	Description/Responsibility
Collective Wealth	Investment Manager	<p>The Investment Manager will:</p> <ul style="list-style-type: none"> act on behalf of the RE in accordance with the investment management agreement identify, undertake, and coordinate extensive research and due diligence on the Property commission independent reports and ensure independent valuations are conducted manage the Construction Phase, including value optimisation ensure professional property management is in place to optimise rent and maintain the Property monitor and report all progress to the RE and the Unitholders deal with investor enquiries and keep Unitholders regularly informed by email or the SkyHotel website strategically manage the sale of property at Trust end to optimise the return to the Unitholders.
Collective Wealth Capital	Capital raise	Assisting with raising capital under the PDS.
Piper Alderman	Lawyers	Advise on PDS and legal matters for the RE.
Macpherson Kelley Lawyers	Lawyers	Advise on property matters for the Investment Manager.
Nexia Corporate Finance Brisbane	Accountants	Independent Accountants that reviewed the financial forecasts, the financial statements and related financial information and provided the Investigative Accountant's Report.
Property and Hotel Valuations	Valuer	Provided valuation of Property on an 'as is' and 'as complete' basis for the PDS.
Mullarch	Architect	Architect for SkyHotel.
Adventro Design	Interior Design	Interior designer for SkyHotel.
Urban Planet	Town Planner	Advised on development approval for SkyHotel.
THSA	Hotel Expert	Advised on the likely occupancy and rate including suitability of the SkyHotel for the Accountants and the PDS.
Novak	Hotel Expert	Advised on the likely occupancy and rate including suitability of the SkyHotel for the Accountants and the PDS.
Janivco	Quantity Surveyor	Advised on the Total Development Cost for the Accountants and the PDS. Proposed to be the RE's Quantity Surveyor during construction.
Novus Capital	Lead Manager/ Broker	Lead Manager for the capital raise under the PDS.

10.2 The Responsible Entity

Huntley Management, a part of the Huntley Group, holds an Australian Financial Services Licence No. 229754 and is licensed to operate a number of registered schemes. Huntley Custodians also part of the Huntley Group is able to provide custodial services for registered schemes which hold Tier \$500,000 assets. As such, the Huntley Group is able to provide a range of responsible entity, custodian, trustee, and compliance services to a diverse client base.

HML has extensive and diverse experience spanning over 15 years operating a wide variety of managed investment projects. The company has acted for over 40 investment schemes and represented thousands of private investors in the areas of agribusiness, energy, property and mortgage trusts across Australia.

Key members of the Responsible Entities management team are:

- **Brian Silvia – Chairman**

Brian is a chartered accountant and principal of Ferrier Silvia Pty Ltd. He is a registered and official liquidator and a registered trustee in bankruptcy with over 40 years' insolvency experience. As a founding principal of Ferrier Silvia, Brian has worked throughout Australia, New Zealand, Southeast Asia, Europe and the Cayman Islands. He has undertaken engagements in the property, primary industry, financial services, logistics, manufacturing, mining, retail, tourism and hospitality sectors.

- **John Knox – Managing Director**

John is a Fellow of the Institute of Chartered Accountants in Australia & New Zealand. He practised for 20 years, specialising in the areas of business development, management and tax. John has worked in Australia and overseas.

In 2002 he, together with Stephen Law, acquired The Huntley Group which holds an Australian Financial Services Licence and has acted as responsible entity, custodian, and trustee and/or manager for over forty managed investment schemes registered by the ASIC and regulated by the Corporation Act. John continues as managing director of The Huntley Group.

- **Stephen Law – Director**

Stephen holds a Diploma of Law and has been admitted as a solicitor to the Supreme Court of New South Wales. He has had over 40 years' experience as a company secretary and corporate counsel specialising in corporate and administrative management of small to medium-sized listed public companies. He has also been widely involved in the development of managed investment schemes and the preparation of prospectuses for public offerings.

10.3 The Investment Manager

The Responsible Entity has appointed Collective Wealth as the Investment Manager of SkyHotel Investment Fund. The Investment Manager has been established to:

- Identify the property.
- Undertake due diligence investigation. Assist in the formation of SkyHotel Investment Fund.
- Monitor the performance of SkyHotel Investment Fund.

Key members of Investment Manager



Timothy Wright – Founder of Property Collect and Ramada Hervey Bay, SkyHotel

Tim Wright is a specialist in financial strategy, financial analysis and packaging of debt and equity transactions as well as an experienced property developer. He has acted on behalf of individuals, corporations and governments both nationally and internationally.

Tim Wright's experience in property and financial affairs is international and diverse. This includes substantial experience in management rights and MLR operations which includes Ramada Hervey Bay (which he developed) for 10 years operation as well as BayLife more recently.

Tim Wright is a Queenslander by origin, educated in Brisbane and the University of New England, and has travelled the world extensively on real estate and business affairs. His current passion in business is the Property Collect residential syndication program - the direct alternative to outright ownership of residential investment property which he believes will revolutionise residential property investment. With Property Collect he can optimise his skills in property acquisition (BuyPower), property development (BuildPower) and rental and management rights.



Bryce Wedemeyer – CEO Collective Wealth and Property Collect

Bryce is the CEO of Property Collect and with Tim Wright is responsible for bringing to market the SkyHotel project. Bryce is an admitted legal practitioner in Queensland and is a Chartered Accountant.

Bryce also holds a Graduate Diploma in Applied Finance and Investment and has qualifications in Project Management. Bryce has previously been an ASX public company Director; whereby he has listed various companies and one of these companies he led a turnaround team before successfully dealing with an on-market takeover.

Bryce has 20+ years' finance and business operations experience. Bryce is an entrepreneur at heart having started businesses in industries he identifies that have potential. Bryce has experience in health, property, construction, automotive/transport, and services industries. Bryce believes in partnering with the right people and projects to achieve successful outcomes.

- Undertake all fund administration and reporting.
- Services as requested by the Responsible Entity.
- Carry out additional duties as required by the Responsible Entity. These services may include development and asset management.

The appointment of the Investment Manager complies with the Responsible Entity's Related Party and Conflicts of Interest Policy.



Dennis Mackenzie – Operations and Compliance

Dennis Mackenzie is regarded as an Industry expert in Queensland Management Rights Business. He has been involved with Australian and Overseas Developers for over 20 years with Planning and Development of Resort complexes. Dennis is the CEO and Owner of Property Training Australia and Resort Management and Licensing Training Pty Ltd – Registered Training Organisation and Resort Consultancy Services - based on the Gold Coast with locations on the Sunshine Coast, Brisbane and North Queensland. This Business has been established since 2003.

With this extensive knowledge and experience, Dennis has established Professional Management Teams to manage and operate these businesses to be successful with excellent rental returns for owners and investors ensuring long term capital growth.



Simon Wright – Investor Relations

Simon has extensive experience in property through working for developers, as a real estate agent, and also as a property lawyer. This experience provides Simon with a holistic understanding of the property industry and the importance of the various aspects required to develop a property, make a deal, and take it through to settlement.

Simon began working in-house for developers and actively assisted in all aspects of the project. This included capital raising, the construction of the property, extensive marketing campaigns and the final sale of the properties. Simon then began his own project marketing division in REMAX and worked closely with developers as a project marketer to direct the sales and marketing of their project. This included PR activities, design, content writing, managing investment sellers, and general marketing and sales activities to ensure the project was successful. These projects include Flourish, a 33 apartment development, and Cielo Centro, a 50 apartment development.

Simon is a qualified lawyer who was admitted in Queensland and worked in a property firm to gain more experience with the legal aspects of property. He has provided legal advice for property sales and purchases, lease agreements, options contracts, off-the-plan contracts, and numerous other legal documents required in property transactions.



11.0

ADDITIONAL INFORMATION

11.1 Fund constitution

Property Collect is governed by a constitution. The Constitution (including any amendments to the original trust deed) has been lodged with ASIC.

The Responsible Entity cannot amend the Constitution without the consent of Unitholders (by way of a Special Resolution at a meeting convened in accordance with the Corporations Act) unless the Responsible Entity reasonably believes that such amendment will not adversely affect the rights of Unitholders.

In summary, the Constitution addresses the following matters:

Unitholders and obligations

The beneficial interest in Property Collect is divided into Units. Units may be issued in different classes. The SIUs are a class of Unit issued in Property Collect which confer on the

Unitholder an interest in that part of the scheme property comprising the wholly owned sub-trust SkyHotel Investment Fund.

Issue of SIUs

The Responsible Entity may issue SIUs in accordance with the Constitution. The Responsible Entity may accept or refuse, in whole or in part, any application for SIUs without being bound to give a reason.

Issue Price of SIUs

The Constitution contains provisions for calculating the Issue Price of Units. The Issue Price of SIUs issued under this PDS will be \$1.00 per Unit. At other times, the Responsible Entity may issue SIUs at NAV per Unit (plus Transaction Costs).

Redemption/Withdrawal and transfer

Unitholders have no right to withdraw their investment other than in accordance with the terms of a withdrawal offer made by the Responsible Entity pursuant to section 601KB of the Corporations Act. The Responsible Entity is under no obligation to make Unitholders a withdrawal offer.

Subject to applicable stamping and registration requirements, SIUs may be transferred by a written document in the form required by the Responsible Entity. The Responsible Entity may suspend registration of transfers for any period and in some circumstances may refuse to register a transfer.

Responsible Entity's powers and duties

The Responsible Entity has all the powers that it is possible to confer on a trustee and has all the powers that are incidental to ownership of Property Collect assets as though it were the absolute and beneficial owner of those assets.

The Responsible Entity may, without limitation, acquire, dispose of or otherwise deal with any real or personal property, borrow or raise money, encumber or secure any asset, incur any liability, enter into derivatives, grant any indemnity or guarantee or fetter any power.

The Responsible Entity may appoint delegates or agents (including the Manager) to perform any act 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, at any time, arrange for a Property Collect asset to be valued and must also do so as and when required by the Corporations Act. The Responsible Entity is not to be regarded as having the knowledge of a valuer or any other expertise in respect of the valuation of assets. The value of an asset must be determined by the Responsible Entity using an appropriate method the Responsible Entity decides to adopt, which method must be consistent with the range of ordinary commercial practice for valuing that type of asset and produce a value that is reasonably current.

Indemnities

The Responsible Entity has all the rights of indemnity of a trustee at law. In addition to any other right of indemnity which it may have under the Constitution or at law, the Responsible Entity is indemnified for and entitled to be reimbursed out of or to have paid from Property Collect assets all costs and liabilities incurred in the proper performance of its duties, in the exercise of its powers, in the course of its office or in relation to the administration or management of Property Collect. The Constitution also provides for certain indemnities to be provided in favour of Compliance Committee members.

Unitholder meetings

The Responsible Entity may at any time convene a meeting of Unitholders.

Voting rights

On a show of hands, each Unitholder present in person or by proxy will have one vote. On a poll, each Unitholder will be entitled to one vote for each dollar of the value of their Unit holding.

Rights on winding up

Under the Constitution, the Responsible Entity may terminate Property Collect at any time. On winding up of Property Collect following its termination, the net proceeds of realisation of the assets of Property Collect, after discharging or providing for all liabilities of Property Collect, must be distributed pro rata to Unitholders according to the number of Units held.

11.2 Corporate governance and compliance

Role as Responsible Entity

The Responsible Entity's main responsibilities are to operate and manage Property Collect in accordance with the Constitution and the Corporations Act.

In carrying out its duties the Responsible Entity must act honestly and in the best interests of Unitholders; exercise care and diligence; and treat Unitholders of the same class equally and Unitholders of different classes fairly.

Board composition

The board of the Responsible Entity meets on a regular basis and is required to discuss pertinent business developments and review the operations and performance of Property Collect. The board of the Responsible Entity currently comprises three directors.

The Compliance Plan

As required by law, the Responsible Entity has prepared and lodged with ASIC a Compliance Plan that sets out the measures which the Responsible Entity will apply in operating Property Collect to ensure compliance with the Corporations Act and the Constitution. A copy of the Compliance Plan is available upon request, free of charge, from the Responsible Entity's offices.

Continuous disclosure

Property Collect is subject to regular reporting and disclosure obligations either as a disclosing entity pursuant to Chapter 6CA of the Corporations Act as it applies to managed investment products or pursuant to section 1017B of the Corporations Act. Copies of documents lodged with ASIC in relation to Property Collect may be obtained from, or inspected at, an ASIC office. Unitholders have a right to obtain a copy of the following documents: the annual financial report most recently lodged with ASIC by Property Collect; any half-year financial report for Property Collect lodged with ASIC by Property Collect after the lodgement of that annual financial report and before the date of this PDS; and any continuous disclosure notices given by Property Collect after the lodgement of that annual report and before the date of this PDS.

The Responsible Entity's main method of communicating with Unitholders, including giving any continuous disclosure notices, will be through its website www.huntleygroup.com.au. All important information will be placed on the website in a timely manner. Unitholders will also be provided the option to receive information updates by email. Property Collect updates will be placed on the website at least every six months.

11.3 Complaints handling

We have procedures in place for handling Investor complaints. Please contact the Complaints Handling Officer at Huntley Management Limited.

Attn: Complaints Handling Officer

Company: Huntley Management Limited
(A.C.N 089 240 513)

Address: Level 30, Australia Square 264
George Street, Sydney, NSW 2000

Telephone: +61 2 9233 544

Fax: +61 2 9233 3119

Website: huntleygroup.com.au

The Responsible Entity undertakes to investigate your concern and report back to you in a timely manner.

If your complaint is not resolved to your satisfaction or is not resolved within 30 days, you may refer it to the Australian Financial Complaints Authority (AFCA) of which the Responsible Entity is a member. AFCA is an external dispute resolution scheme that provides assistance to consumers to help resolve complaints relating to financial service providers. AFCA's contact details are:

Name: Australian Financial Complaints Authority Limited

Mail: GPO Box 3 Melbourne VIC 3001

Telephone: 1800 931 678

Fax: 61 3 96136399

Before you contact AFCA, first try to resolve your concern with the Responsible Entity by contacting us by telephone or in writing.

11.4 Privacy statement

Property Collect respects your right to privacy. In completing the Application Form and communicating with us, you provide the Responsible Entity with your personal contact details. The disclosed personal information will only be used for the purpose for which it was disclosed. Your personal information will be used to identify you, process your application, establish and manage your investment and maintain our records for a related purpose, which would reasonably be expected without your permission. The Responsible Entity may not be able to do these things without your personal information. Some personal information is collected as required or authorised by laws such as the Corporations Act and the AML/CTF Act.

From time to time the personal information may be used to inform you on an ongoing basis of investment opportunities or to provide information about products and services, which the Responsible Entity considers may be of interest to you. By completing the Application Form, you consent for the purpose of the Spam Act 2003 (Cth) to receiving commercial electronic messages and other promotional communications from the Responsible Entity or any other entity associated with the Responsible Entity. However, if you wish to request no information of that nature be sent to you, please contact the Privacy Officer (contact details below) and the Responsible Entity will not send this information to you.

Privacy Compliance Manager

Property Collect Growth Trust
GPO Box 3121, Brisbane QLD 4001
Telephone: 1300 040 457
Email: info@propertycollect.com.au

Your personal information may be disclosed to tax and regulatory authorities, service providers who provide services in connection with your investment to the Responsible Entity (e.g. Registry, technology, administration and mailing services) or the Responsible Entity may provide information about you to your nominated financial adviser.

The Responsible Entity takes all reasonable steps to protect your personal information. Under the Australian Privacy Principles, you may access personal information about you held by the Responsible Entity. If you have any queries or

concerns about privacy or wish to access or correct any personal information the Responsible Entity may hold about you, please contact our Privacy Officer as set out above. The Responsible Entity may need to verify your identity. In the case of access and correction requests, please provide as much detail as you can about the particular information you seek, in order to help the Responsible Entity locate it. The Responsible Entity will provide its reasons if it denies any request for access to or correction of personal information. The Responsible Entity takes your privacy concerns seriously. Where you express any concerns that it has interfered with your privacy, the Responsible Entity will respond to let you know who will be handling your matter and when you can expect a further response.

11.5 Custodian

The Responsible Entity has appointed Huntley Custodians Limited to act as custodian of SkyHotel Investment Fund's assets.

The Custodian is indemnified under the Custody Agreement by Property Collect and SkyHotel Investment Fund for a range of matters, including for liabilities incurred for acting as custodian and holding Property Collect and SkyHotel Investment Fund assets. The Custodian is also indemnified for the Responsible Entity's breaches and other misconduct. Either party may terminate the Custody Agreement on 60 days' notice.

The Custodian's role is limited to holding assets of SkyHotel Investment Fund and Property Collect as agent of the Responsible Entity. The Custodian has no supervisory role in relation to the operation of SkyHotel Investment Fund and Property Collect and is not responsible for protecting the interests of the Unitholders. The Custodian has no liability or responsibility to the Unitholders for any act done or omission made in accordance with the terms of the Custody Agreement.

11.6 Debt Facility details

SkyHotel Investment Fund will be securing a First Mortgage Finance facility with a Financier for the Project. The Investment Manager has been in discussions with a Financier and the following are the indicative terms sought by SkyHotel Investment Fund for the Debt Facility:

Borrower	SkyHotel Investment Trust		
Personal Guarantors	Tim Wright and Jie (Justin) Xu during the construction phase then converts to non-recourse loan		
Facility Limit	\$12 million to \$14 million		
Term	12 month construction loan converted to term loan at the end of construction for 5 years. A shorter period may be provided by the Financier, which may require a refinancing of the debt at that time.		
Fees	Establishment fee to be negotiated with Financier but generally 0.75% to 1.5% this is to include broker costs.		
Interest rates	Indicative per annum rates:		
	Pricing Component	Construction Phase	Operational Phase
	Base Rate	0.06%	0.06%
	Margin/Usage Fee	1.50%	2.50%
	Line Fee	2.00%	0.00%
	All in Rate	3.56%	2.56%
	SkyHotel Investment Fund will assess entering into a fixed rate interest rate agreement for the Debt Facility.		
Loan to Value Ratio covenants	Financier loan-to-valuation ("LVR") ratio of up to 60%. The LVR means, at anytime, the Facility Limit divided by the financier approved valuation of the Property at that time (expressed as a percentage).		
Review Events	Customary for a facility of this nature.		
Events of Default	Customary for a facility of this nature.		
Covenants	Individual Financiers will have their own Interest Cover Ratio ("ICR"). ICR means, for a period, the ratio of EBITDA for that period to the interest expense for that period.		
Security	<p>The Debt Facility is proposed to be 'limited recourse' in that the Financier will only have recourse to the assets of SkyHotel Investment Fund, except during the construction period where personal guarantees may be provided.</p> <p>The Responsible Entity and the Custodian will grant security for the obligations under the Debt Facility. These securities include:</p> <ul style="list-style-type: none"> • first ranking registered mortgage over Title 1 granted by the Custodian; • general security arrangement between the Custodian, Responsible Entity and the Financier; and • security agreement – restricted accounts between the Custodian and the Financier. <p>The Responsible Entity considers these securities to be appropriate for a Debt Facility of this nature.</p>		
Additional Security	Marina Land under the Security and Interest Deed will allow a first ranking registered mortgage over the Title 2 for the Debt Facility. SkyHotel Resort Management may also be a guarantor of the Debt Facility.		

11.7 Summary of Important Agreements

The following are important agreements that the Investment Manager has entered into on behalf of the SkyHotel Investment Fund that as a precondition be assigned to the SkyHotel Investment Fund.

1. Land Transfer and Title 2 Options

Marina Land is the registered owner of the Land, on which the proposed development and construction of Ramada SkyHotel will take place. Collective Wealth as Investment Manager has secured the right to purchase the Land from Marina Land by way of an Option (referred to as Land Transfer Option).

SkyHotel Investment Fund shall transfer Title 2 in SkyHotel to Marina Land. This transfer of Title 2 shall be for the 'Shell construction' of the top floor (level 7) conference rooms, restaurant and bar as well as ground floor facilities and will not include the fit-out. See this section for summary of Fit-Out Deed. This transfer is secured by Marina Land having entered into an Option with the Investment Manager for the right to purchase Title 2 (referred to as Title 2 Option).

The parties will be entering into standard REIQ contracts with special conditions reflecting the terms of the Land Transfer Option and Title 2 Option. There is no cash provided between the parties as it is an exchange of titles with each reflective of the others value. There will be GST and stamp duty payable in respect to these contracts that will be the responsibility of the respective parties.

It is a condition precedent of Drawdown that the Land Transfer Option and Title 2 Option is assigned to SkyHotel Investment Fund by the Investment Manager contemporaneously. The Responsible Entity is willing to accept assignment of the Land Transfer Option and Title 2 Option from the Investment Manager. SkyHotel Investment Fund will need to exercise its Option to acquire the Land prior to funds draw down in order for the development and construction of Ramada SkyHotel to take place.

2. Agreement to Lease

A summary of the Agreement to Lease is provided in Section 6 which includes details of the Lease that will be entered into for the Operational Phase.

3. Fit-Out Deed

The Suppliers have facilitated several strategic advantages for SkyHotel Investment Fund with respect to development and construction including amongst other things:

- council infrastructure dispensation and previous site infrastructure;
- personal guarantees for construction finance and providing collateral security for the ongoing financier funding; and,
- forgoing profit on developing the Land.

In return for the above financial and physical services, SkyHotel Investment Fund will perform the Fit-out of Title 2 at its cost which is forecast at \$808,000 plus GST. The expected cost of the fit-out is to be equal or less than the services provided by the Suppliers. The parties will exchange tax invoices reflective of their respective contributions with the Suppliers claim to not exceed SkyHotel Investment Fund costs of the Fit-Out of Title 2. The Investment Manager and the Suppliers have entered into a Fit-Out Deed, and it is a condition precedent of Drawdown that this Deed is assigned to SkyHotel Investment Fund by the Investment Manager. The Responsible Entity is willing to accept assignment of the Fit-out Deed from the Investment Manager.

4. Security and Interest Deed

The Investment Manager has entered into an agreement with Marina Land whereby transfer of Title 2 being the seventh level multipurpose roof top bar, restaurant and conference along with related facilities on ground is transferred to Marina Land on completion of construction. See this section for summary of Land Transfer and Title 2 Option.

Prospective lenders have indicated they consider the seventh level conference, restaurant, and bar multipurpose facility as integral to the valuation and security for the Debt Facility to optimise the loan to value ratio.

The Investment Manager and Marina Land have entered into a Security and Interest Deed, allowing for the Financier to mortgage Title 2 (including the fit-out) for the Debt Facility. It is a condition precedent of funds Drawdown that this Deed is

assigned to SkyHotel Investment Fund by the Investment Manager. The Responsible Entity is willing to accept assignment of the Security and Interest Deed from the Investment Manager.

SkyHotel Investment Fund has the responsibility to pay and maintain its obligations under the Debt Facility but in the event of default the Financier may sell Title 2 in addition to its other security to repay its debt. If this occurs, Marina Land will have no recourse against SkyHotel Investment Fund. In the event there is a surplus of monies after repayment of the Debt Facility, an amount equal to the Unitholder's Subscription, with such amount to include Distributions paid to Unitholder's from the Construction Phase and Operational Phase, shall be paid to SkyHotel Investment Fund, and the balance, if any, shall be paid to Marina Land.

Further, that the top floor conference center, restaurant, and bar will remain as security for the SkyHotel Investment Fund until an amount equal to the Unitholder's Subscription has been paid to Unitholders', by adding the Distributions paid to Unitholder's, from the Construction Phase, Operational Phase and End Sale Phase of the Property.

In all circumstances, the liability of Marina Land is limited to the proceeds of Title 2 and further Marina Land reserves the right to refinance Title 2 to repay the Debt Facility and/or to repay an amount to equal to the Unitholder's Subscription, with such amount to include Distributions paid to Unitholder's from the Construction Phase and Operational Phase.

11.8 Naming consents

Each of the following parties have given their written consent to be named in this PDS in the form and context in which they are named and they have not withdrawn that consent:

- Huntley Investments Limited and its Directors as Responsible Entity
 - Huntley Custodians Limited as Custodian
 - Collective Wealth Pty Ltd as Manager and Collective Wealth Capital Pty Ltd
 - Angel Hotel Management Pty Ltd current Ramada Hervey Bay franchisee and parent of Tenant
 - SkyHotel Resort Management Pty Ltd as Tenant
 - Marina Land Pty Ltd as current owner of the Land
 - Macpherson Kelly Lawyers
 - Piper Alderman Lawyers
 - Novus Capital as Lead Manager
- In addition to consenting to being named in the PDS:
- Property and Hospitality Valuations Pty Ltd has given its written consent to the inclusion of the valuation summary in Section 9 of this PDS of this PDS in the form and context in which it appears and at the date of this PDS has not withdrawn that consent.
 - Nexia Corporate Finance Brisbane Pty Ltd has given his written consent to the inclusion of his summary letter in Section 7.8 of this PDS of this PDS in the form and context in which it appears and at the date of this PDS has not withdrawn that consent.
 - THSA has given its written consent to the inclusion of their summary letter in Section 7.9 of this PDS of this PDS in the form and context in which it appears and at the date of this PDS has not withdrawn that consent.
 - Novak has given his written consent to the inclusion of his summary letter in Section 7.10 of this PDS of this PDS in the form and context in which it appears and at the date of this PDS has not withdrawn that consent.
 - Adentro Design has given his written consent to the inclusion of his summary letter in Section 3.14 of this PDS of this PDS in the form and context in which it appears and at the date of this PDS has not withdrawn that consent.
 - Janivco Pty Ltd has given its written consent to the inclusion of his summary letter in Section 3.15 of this PDS of this PDS in the form and context in which it appears and at the date of this PDS has not withdrawn that consent.
 - Mullarch Architects has given his written consent to the inclusion of his summary letter in Section 3.13 of this PDS of this PDS in the form

and context in which it appears and at the date of this PDS has not withdrawn that consent.

- Urban Planet has given its written consent to the inclusion of his summary letter in Section 3.16 of this PDS in the form and context in which it appears and at the date of this PDS has not withdrawn that consent.

Wyndham have not consented to the inclusion of their name in this PDS. Therefore any statement that is included in this PDS in respect to Ramada and/or Wyndham is only made by reference to and reliance upon the franchise agreement between Angel Hotel Management Pty Ltd as the franchisee and Wyndham as the franchisor in order to provide investors with complete disclosure concerning that arrangement.

11.9 Anti-money laundering and counter terrorism financing

The Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) ("AML/CTF Act") requires us to conduct identification and verification checks prior to accepting your investment. You will be required to provide the identification information set out in the Application Form. We will not issue you with Units unless satisfactory identification documents are provided.

The Responsible Entity is required to collect and verify 'Know Your Customer' information, which may vary by investor type. In some instances, we may be required to conduct enhanced due diligence before being able to proceed with your application.

11.10 Labour standards, environmental, ethical considerations

The Responsible Entity does not take into account labour standards, or environmental, social or ethical considerations, when making or realising an investment.

11.11 How to apply

Other than as permitted by law, investments in Property Collect for the SkyHotel Investment Trust will only be accepted following receipt of a properly completed Application Form. The Application Form is attached to this PDS under Section 13 of this PDS.

The Responsible Entity will retain any interest earned on Application Amounts in the Application Amounts account.

11.12 Future issues of Units

The Responsible Entity may issue further Units (this does not include any Units issued under this PDS) if it considers to do so would be in the best interest of Unitholders.

Any further issue of Units is to be supported by an independent expert's report confirming that the raising is 'fair and reasonable'. The Responsible Entity may raise further equity by a number of methods, including:

- the issue of fully paid Units;
- discounted or non-discounted pro rate rights offer to all Unitholders; or
- the issue of separate classes of Units.

The Responsible Entity may enter into arrangements with underwriters or other entities to support a further issue of Units. Any fees payable to underwriters or other entities to acquire the Units will be paid for by Property Collect.

The Responsible Entity's policy in relation to the exercise of discretions in relation to Unit pricing is set out in its 'Unit Pricing Discretions Policy'. You may obtain a copy of this policy free of charge upon request by contacting us.

11.13 Unitholder enquiries and additional information

Unitholders can call Investor Services on 1300 132 099 during normal business hours.

Alternatively, you may write to the Responsible Entity at the following address:

Property Collect Growth Trust, GPO Box 3121,
Brisbane QLD 4001, Telephone: 1300 040 457
Email: info@propertycollect.com.au

Information regarding the SkyHotel Investment Fund will be available at: skyhotel.com.au

12.0

GLOSSARY

Term	Definition
ABN	Australian Business Number.
ACN	Australian Company Number.
Actual Development Costs	means the actual costs incurred by the Responsible Entity in developing the Ramada SkyHotel in Section 3.12 of this PDS as certified by the Quantity Surveyor.
AFCA or Australian Financial Complaints Authority	Australian Financial Complaints Authority Limited (ABN 38 620 494 340).
AFSL	Australian financial services licence.
Agreement to Lease	means the Deed dated 5 November 2021 between the SkyHotel Resort Management and the Investment Manager, that will be assigned to the SkyHotel Investment Fund.
Angel Hotel Management or AHM	means Angel Hotel Management Pty Ltd (ACN 604 622 817).
AML/CTF Act	Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).
Applicant	an applicant for a Unit under the Offer.
Application Amount	for fully paid Units (if any) under the Offer (Units issued after the Minimum Subscription Date and on or before the Offer Closing Date) \$1.00.
Application Form	the application form attached to this PDS.
ASIC	Australian Securities and Investments Commission.
Financier LVR	the loan-to-value ratio calculated under the Debt Facility, being the ratio of the Debt Facility limit to the Financier approved valuation of the Property.
CGT	capital gains tax.
Compliance Committee	the compliance committee of the Responsible Entity as required under the Corporations Act.
Compliance Plan	the compliance plan for Property Collect lodged with ASIC, as amended from time to time.
Constitution	the constitution for Property Collect, as amended from time to time.
Construction Phase	being the period expected to be from FY22 or such other period as determined by the Investment Manager necessitating the construction of the SkyHotel.

Term	Definition
Corporations Act	Corporations Act 2001 (Cth).
Custodian	Huntley Custodians Limited (ABN 53 082 237 241).
Debt Facility	the First Mortgage Finance facility provided by a Financier to the Responsible Entity as described in Section 11.6 of this PDS.
Development Approval	means the approval from the Hervey Bay City Council for the development of the Project.
Disposal Fee	the disposal fee described in Sections 5 of this PDS.
Distribution(s)	means money paid to the Unitholders.
Drawdown	being the date that Property Collect issues SIUs and draws down the monies invested by Unitholders to commence the construction of the SkyHotel.
Drawdown Conditions Precedent	means the conditions precedent for Drawdown set out in section 2.2 of this PDS
EBITDA	earnings before interest, tax, depreciation, straight lining of rentals and amortisation of borrowing costs.
EBTDA	earnings before, tax, depreciation, straight lining of rentals and amortisation of borrowing costs.
End Sale Phase	the Property has been marketed and sold in a full and proper manner in all respects consistent with a property of this type, to obtain the highest and best price, reflecting fair market value as determined by valuation, and in the event of a dispute regarding this, refer to the Interest and Security Deed for all terms.
Facility Limit	the amount that can be drawn under the Debt Facility as described in Section 11.6 of this PDS. The initial facility limit is estimated to be \$12.5 million at the Minimum Subscription to \$11.5 million at the Maximum Subscription but should not exceed \$14 million.
FFE	means Furniture, Fixture and Equipment
Financier or Debt Financier	is an Australian financial institution licensed to received deposits and make loans, or the financier providing First Mortgage Finance or Funds for construction or other finance required by SkyHotel
Fit-out Deed	means the Deed dated 5 November 2021 between the Suppliers and the Investment Manager, that will be assigned to the SkyHotel Investment Fund.
Fit-out of Title 2	this is the fixtures, fittings, furniture and other items in accordance with the Fit-out Deed.
First Mortgage Finance or Funds	means the finance or funds provided by the Financier.
Forecast Construction Phase or Forecast Operating Period	being the financial forecast for the duration of the Construction Phase.
Forecast Operating Phase or Forecast Operating Period	being the financial forecast for the duration of Operational Phase.
Forecast Period	1 July 2022 to 30 June 2028.

Term	Definition
Formal Offer to Fund	means a written offer to provide First Mortgage Finance from a known Financer where such offer prior to first drawdown of funds may contain first mortgage finance preconditions.
Formula	means the Gross Rooms Revenue to SkyHotel Resort Management less the Formula Expenses to calculate the Additional Rent payable to SkyHotel Investment Fund.
Formula Expenses	means the prescribed costs and expenses which are deducted from the Gross Rooms Revenue as set out in Section 6.2 of this PDS.
Fully Funded	means that the Drawdown funds plus the approved Debt Facility is equally or greater to the Total Development Cost after receiving final construction contract and contractor costs.
FY	the financial year between 1 July to 30 June.
Gearing Ratio	the ratio as set out in Section 7 of this PDS.
Gross Asset Value or GAV	the gross value of the Property owned by SkyHotel Investment Fund.
Gross Rooms Revenue	means the revenue derived from the 83 hotel rooms in SkyHotel after deducting GST. This revenue excludes revenue derived from a hotel room, such as food and beverage costs, tour costs, room service fees and charges, charges as part of the room rate for food and beverage, and 'value add' charges from time to time either as part of or separately for services such as internet, movies, bike hire, and restaurant.
GST	goods and services tax.
Indirect Investor	an investor who accesses the Property Collect Growth Trust through a Wrap Account.
Initial Term or Term	means the initial term of the SkyHotel Investment Fund, and is anticipated to be 6 years from Drawdown.
Interest Cover Ratio or ICR	the ratio as set out in Section 7 of this PDS.
Investment Manager or Collective Wealth	Collective Wealth Pty Ltd ACN 109 856 591.
Investor(s), you or your	means a prospective Applicant, Applicant or a Unitholder, or any or all of them, as the context requires.
Investor Hurdle Rate	means the cash payment in any one year (plus any amount owing but not paid in that year) from the Lease Commencement Date as a percentage of the Total Investor Funds.
IRR	internal rate of return.
Issue Price	the price at which an SIU is offered to the public. The issue price per Unit issued under this PDS is \$1.00.
Janivco or Quantity Surveyor	means Janivco Pty Ltd ACN 054 546 011 or James Niven as quantity surveyor and construction cost consultant.
Land	means Lot 99 on SP 225553 as part of 627 Esplanade, Urangan QLD 4655.
Landlord or Lessor	means the SkyHotel Investment Fund.

Term	Definition
Land Transfer Option	means the Option dated 5 November 2021 between the Marina Land and the Investment Manager for the purchase of the Land, that will be assigned to the SkyHotel Investment Fund.
Lease	means the Lease between the SkyHotel Investment Fund and SkyHotel Resort Management according to the Agreement to Lease.
Lease Commencement Date	is when all common areas, services and rooms in SkyHotel are available for occupancy by guests with all required furnishings and the first guest stays at the hotel.
Lessee Rent	means the rent paid by SkyHotel Resort Management to SkyHotel Investment Fund by way of the Fixed Rent and Additional Rent.
Lessee Distributable Funds	being the funds defined in the Agreement to Lease
Marina Land	means Marina Land Pty Ltd ACN 607 930 058.
Maximum Subscription Amount	a minimum subscription of \$12 million.
Median Subscription Amount	a minimum subscription of \$10 million.
Minimum Subscription Amount	a minimum subscription of \$8.5 million.
Minimum Subscription Date	2021, or other such date as determined by the Responsible Entity at its discretion. This date may not exceed 12 months from the date of this PDS.
Net Asset Value or NAV	the value of the assets of the SkyHotel Investment Fund less the following: <ul style="list-style-type: none"> • all amounts required to repay any borrowings and to meet all liabilities (including the amount of any provisions the Responsible Entity determines) but excluding liabilities (if any) to Unitholders in respect of Units; and, • following any distribution calculation date, and without double counting, the amount of any distributable income payable but not paid to Unitholders on the day on which the Net Asset Value is determined.
NAV per Unit	NAV by the number of Units on issue in the SkyHotel Investment Fund.
Net Tangible Assets or NTA	the net tangible assets of the SkyHotel Investment Fund as set out in Section 7 of this PDS.
Novak	means hotel expert Chris Novak as Nova Consulting or Nova Advantage Pty Ltd ACN 600 783 935.
Novus Capital	means Novus Capital Limited ABN: 32 006 711 995 AFS Licence No: 238168.
Offer	the offer of ordinary Units under this PDS.
Offer Closing Date	the date the Total Offer Amount is reached unless the Responsible Entity closes the Offer at an earlier time in its discretion.
Operator	the operator or custodian of the Wrap Account.

Term	Definition
Operating or Operational Phase	being the period commencing from FY23 to FY28 or such other period as determined by the Lease.
Operational Expenses	mean the operating expenses of SkyHotel Resort Management.
Owner Costs	means costs of SkyHotel Investment Fund and SkyHotel that are not costs of the Lessee.
PDS	Product Disclosure Statement.
Performance Fee	the performance fee described in Section 5 of this PDS.
Preconditions	means various conditions that comprise the Drawdown Conditions Precedent as described in Section 2.3 of this PDS.
Property	means the 83 hotel rooms under Title 1 which will be owned by the SkyHotel Investment Fund.
Project	means the development and construction of 83 hotel rooms contained in a ground level plus 6 levels with a 7th level roof top bar, restaurant and conference multipurpose facility to be constructed on the Land along with all related facilities and carparks.
Property Collect	means the registered scheme known as Property Collect Growth Trust ARSN 621 450 397.
PHV	Property Hospitality Valuations Pty Ltd ACN 143 200 364.
Registry	being managed by the Investment Manager.
Responsible Entity, us or our	Huntley Management Limited (ABN 52 089 240 513). See Section 10.2 of this PDS.
RG46	ASIC Regulatory Guide 46 Unlisted property schemes: Improving disclosure for retail investors.
Security and Interest Payment Deed	means the Deed dated 5 November 2021 between the Marina Land and the Investment Manager that will be assigned to the SkyHotel Investment Fund.
Shell	means the 7th level roof top bar, restaurant and conference multipurpose facility before the Fit-out of Title 2.
SIU	means a Unit in Property Collect directly attached to the SkyHotel Investment Fund.
SkyHotel or Ramada SkyHotel	means the name by which the Project and building will be known and branded for marketing and operational purposes.
SkyHotel Investment Fund	means the wholly owned sub-trust of Property Collect which will own the Property.
SkyHotel Resort Management	means SkyHotel Resort Management Pty Ltd ACN 653 145 183 (which is a 100% owned subsidiary of Angel Hotel Management).
Special Resolution	means a resolution passed at a meeting of Unitholders by at least 75% of the votes cast by Unitholders entitled to vote on the resolution.
Subscriptions	means the monies that are invested into the Property Collect Growth Trust by Investor(s).
Suppliers	means the following entities or persons Marina Land Pty Ltd, Angel Hotel Management Pty Ltd, SkyHotel Resort Management Pty Ltd, Jie (Justin) Xu and Tim Wright.

Term	Definition
sq.m	square metres.
Tenant or Lessee	means the SkyHotel Resort Management.
Title 1 or Property	being the ground floor plus level 1 – 6 of the building with 83 hotel rooms and carparks and other facilities to be constructed on the Land.
Title 2	being the top floor (level 7) roof top bar, restaurant, and conference centre and related facilities on ground floor to be constructed on the Land.
Title 2 Option	means the Option dated 5 November 2021 between the Marina Land and the Investment Manager for the exchange of Title 2, that will be assigned to the SkyHotel Investment Fund.
TFN	tax file number.
THSA	Tourism and Hospitality Services AustralAsia.
Total Development Cost	means the total costs of developing the Ramada SkyHotel in Section 3.12 of this PDS.
Total Development Cost Optimistic or Minimum	means the lowest total costs of developing the Ramada SkyHotel in Section 3.12 of this PDS including inter alia Fees and Costs in Section 6, Development Contingency, Lease incentive.
Total Development Cost Target or Median	means the lowest total costs of developing the Ramada SkyHotel in Section 3.12 of this PDS including inter alia Fees and Costs in Section 6, Development Contingency, Lease incentive.
Total Development Cost Pessimistic or Maximum	means the highest total costs of developing the Ramada SkyHotel in Section 3.12 of this PDS included inter alia Fees and Costs in Section 6, Development Contingency, Lease incentive.
Total Investor Funds	means the amount raised and drawn down pursuant to this Offer.
Total Rent	means the sum of the Fixed Rent and the Additional Rent.
Total Offer Amount	\$12 million.
Transaction Charges	<p>an amount, which may be nil, determined by the Responsibility Entity:</p> <ul style="list-style-type: none"> • in calculating the issue price of Units, as the estimated cost of acquiring the SkyHotel Investment Fund assets on the issue of the relevant Units; and • in calculating the redemption price of Units, as the estimated cost of selling or disposing of the SkyHotel Investment Fund assets on the redemption of the relevant Units.
Transaction Administration Fee	the transaction fee described in Sections 5 of this PDS and is also referred to as the Acquisition Fee in the Property Collect Growth Trust Constitution.
Unit	a unit in the Property Collect Growth Trust identified by its specific designation (i.e. SIU).
Unitholder	a holder of a Unit.
Unitholders Capital	a holder of a Unit in the Property Collect Growth Trust based on its paid-up capital.
Wrap Account	an investor directed portfolio service ("IDPS"), superannuation wrap, wrap account, platform, IDPS-like scheme or similar product.



13.0

**APPLICATION
FORM**

Section 1 – Guide to complete

1.1 How to complete and submit this application form

This application form can be completed and submitted in hard copy or electronically (via email).

To submit in hard copy

Print the Application Form, complete by hand and **SEND ALL 5 SECTIONS OF THE FORM ALONG WITH THE REQUIRED IDENTIFICATION DOCUMENTS** either:

By mail to:

Huntley Management Limited
Level 30, Australia Square
264 George Street
Sydney NSW 2000

OR

Scan and email to **sydney@huntleygroup.com.au** and cc to **rebecca@skyhotel.com.au**

To submit electronically

- Download the Application Form to your computer.
- Complete the Application Form on screen and ensure that you save once complete.
- Email **ALL 5 SECTIONS OF THE FORM ALONG WITH THE REQUIRED IDENTIFICATION DOCUMENTS** to **sydney@huntleygroup.com.au** and cc to **rebecca@skyhotel.com.au**
- Make your electronic payment as per Section 2 of the Application Form.

You are welcome to contact our Client Manager Rebecca Dennis on 0432 485 849 for assistance with completing the Application Form. Ideally, once you have completed and submitted your application you should advise Rebecca by emailing **rebecca@skyhotel.com.au** to ensure it has been received and recorded.

1.2 Application structure

1. Sections 2 and 3 of this Application Form are the means by which you subscribe to SkyHotel Investment Units in the Property Collect Growth Trust.
2. If you are completing this form electronically you can select and tick the box(es) in Sections 2 and 3. Please do not hesitate to contact us if you need assistance.
3. Section 2 seeks information about the identification documents you are submitting with your application, while Section 3 is where you provide your contact details, indicate the amount you wish to invest, and provide information related to the type of investor you are.
4. Importantly, you must read Section 3.3, Acknowledgements, in full, including particulars regards anti-money laundering and terrorism financing. Then tick the box to confirm that you have read them.
5. Section 3.4 requires information related to the type of investor you are. You do NOT need to fill in all parts of Section 3.4, only those parts that are relevant to your investor type. Table 1 below lists the various investor types and the parts of Section 3.4 that are relevant to each.
6. Section 4 addresses foreign ownership.
7. Section 5 is the Acknowledgement declaration. The Application Form does not need to be signed. Instead, you must again tick the Acknowledgement at the end of the Application Form and enter the date you completed the Application Form. **Returning this Application Form together with certified ID documents and your investment payment acts as your acceptance of all terms and conditions of this PDS.**

Relevant parts of Section 3.4 to be completed for each investor type

		Part/s to complete				
		A	B	C	D	E
Investor type	Note					
Individual	1	✓				
Jointly	2	✓	✓			
Individual trustee	3	✓			✓	✓
Company Pty Ltd	4			✓		✓
Company Public	5			✓		
Unregulated Trust corporate trustee	6			✓	✓	✓
Unregulated Trust individual trustee	7	✓			✓	✓
SMSF corporate trustee	8			✓	✓	
SMSF individual trustee	9	✓			✓	
Regulated Trust corporate trustee	10			✓	✓	
Regulated Trust individual trustee	11	✓			✓	
Other/Overseas	12	Please contact us				

Notes on how you are investing

1. **Individual** – if you are investing in your own personal name.
2. **Jointly** – if you are investing with someone else in personal names.
3. **Individual Trustee** – if you are investing where you are personally the trustee of the trust such as a family discretionary trust.
4. **Company Pty Ltd** – if you are investing as a Proprietary Limited company.
5. **Company Public** – if you investing as a public company.
6. **Unregulated trust corporate trustee** – if you are investing as a corporate trustee of a family trust, discretionary trust or private unit trust.
7. **Unregulated trust individual trustee** – as above but a person as trustee rather than a corporate trustee.
8. **SMSF Corporate Trustee** – if you are investing using your Self Managed Super Fund with a corporate trustee.
9. **SMSF Individual Trustee** – if you are investing using your Self Managed Super Fund with an individual trustee.
10. **Regulated Trust Corporate Trustee** – A Regulated trust includes an SMSF, registered retail managed investment scheme and a wholesale managed investment scheme that doesn't make small scale offerings.
11. **Regulated Trust Individual Trustee** – as above but a person as trustee rather than a corporate trustee.
12. **Foreign investor** – please contact us.

1.3 Investor Identification

In 2006 the Federal Government enacted the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF Act). The purpose of this legislation is to enable Australia's financial sector to maintain international business relationships, detect and prevent money laundering and terrorism financing by meeting the needs of law enforcement agencies and to bring Australia in line with international standards.

As Huntley Management Limited is the Responsible Entity for managed investment products, we have to meet stringent investor identification and verification requirements. This means that prior to units in Property Collect Growth Trust being issued, we must be 'reasonably satisfied' that investors are who they claim to be.

What you need to do

If you invest in the Fund through a financial adviser or an IDPS facility then they will request and collect any identification (ID) verification materials. If you are investing directly, you need to provide certified ID documents that relate to your investor type, as indicated in Section 2 of the Application Form. There are three categories of ID documentation required:

- Category A ID documents, which must be provided by all investors
- Category B ID documents, which must be provided by Australian companies
- Category C ID documents, which must be provided by trusts, trustees, and SMSFs

We may request additional information from you where we reasonably consider it necessary to satisfy our obligations under the AML/CTF Act, and applications cannot be processed until the necessary information is provided.

Certifying your ID documents

You are required to attach a certified, legible copy of the ID documentation that you are relying upon (and any required translation) to confirm your identity. Any of the following may certify your documents.

- A Justice of the Peace.
- A member of the Chartered Accountants Australia and New Zealand, CPA Australia or the Institute of Public Accountants.
- A person who is enrolled on the roll of the Supreme Court of a State or Territory, or High Court of Australia, as a legal practitioner (however described).
- A judge of a court or a magistrate.
- A permanent employee of Australia Post employed in an office supplying postal services to the public with two years continuous service.
- A teacher employed on a permanent full-time or part-time basis at a school or tertiary institution
- A police officer.
- A person who, under a law in force in a State or Territory, is currently licenced or registered to practice one of the following occupations: Chiropractor, Dentist, Medical practitioner, Nurse, Optometrist, Pharmacist, Physiotherapist, Psychologist, Veterinary surgeon.
- An officer with, or authorised representative of, a holder of an Australian financial services licence or Australian credit licence, having two or more continuous years of service with one or more licensees.
- Any other persons mentioned in Part 1 and Part 2 of the Statutory Declarations Regulations 1993 – Schedule 2.
- A person in a foreign country who is authorised by law in that jurisdiction to administer oaths or affirmations or to authenticate documents.

Correct formatting of registerable titles/names

Only legal entities are allowed to hold Units in the Fund. Applications must be in the name(s) of natural person(s), companies or other legal entities acceptable to the Fund. At least one full given name and the surname are required for each individual. The name of the beneficiary or any other non-registerable name may be included by way of an account designation if completed **exactly** as described in the following examples of correct forms of registerable title.

Type of Investor	Correct format of Registerable Name	Incorrect format
Individual		
Use given names, not initials	John Alfred Smith	J-A-Smith
Company		
Use company name, not abbreviations. Director(s) names must be completed within the Applicant(s) Details section	ABC Pty Ltd	ABC P/L or ABC Co
Trust¹		
Use trustee(s) names	Sue Wright	Sue Wright Family Trust
Use name of the trust in the account designator section	Sue Wright Family Trust	Sue Wright
Superannuation Fund		
Use name of trustee of fund	Jan Wright Pty Ltd	Jan Wright Super Fund
Use name of fund in the account designator section	Jan Wright Super Fund	Jan Wright Pty Ltd
Deceased Estate²		
Use executor(s) names	Sue Lennon	Estate of the Late- Jon Lennon
Use name of the deceased in the account designator section Estate of the Late Jon Lennon	Estate of the Late Jon Lennon	
A Minor (less than 18 years old)³		
Use trustee, parent or guardian(s) personal names	Sue Wright	Junior Wright
Use name of Minor in the account designator section	Junior Wright	Sue Wright

1 If there are two or more trustees, please name each. All trustees should sign.

2 A copy of the grant of probate or letters of administration, certified as being a true and accurate copy of the original by a Justice of the Peace, a lawyer or a commissioner of declarations should be attached.

3 If the Minor does not hold a TFN, please supply the TFN of one of the trustees .

Section 2 – Identification documents

Category A: Identification documents required from all investors

You must provide one valid primary ID document **OR** two acceptable secondary ID documents **OR** two acceptable foreign ID documents.

Primary ID documents

Please tick and provide **ONE** of the following valid options:

- ☐ Australian State/Territory driver's licence containing a photograph of the person
- ☐ Australian passport (a passport that has expired within the preceding two years is acceptable)

- ☐ Card issued under a State or Territory for the purpose of proving a person's age containing a photograph of the person
- ☐ Foreign passport or similar travel document containing a photograph and the signature of the person*
- OR** select two forms of acceptable secondary ID documentation.

Acceptable secondary ID documents

If you cannot provide one form of valid primary documentation, you can provide **TWO** forms of secondary ID documentation instead.

Please tick and provide **ONE** of the following valid options:

- ☐ Australian birth certificate
- ☐ Australian citizenship certificate
- ☐ Pension card issued by Centrelink
- ☐ Health card issued by Centrelink

AND tick and provide **ONE** of these additional valid options:

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

Acceptable foreign ID documents

You should only tick and provide **BOTH** of these ID documents if you cannot provide suitable primary or secondary ID documents:

- ☐ Foreign driver's licence that contains a photograph of the person in whose name it issued and the individual's date of birth*
- ☐ National ID card issued by a foreign government containing a photograph and a signature of the person in whose name the card was issued*

*Documents that are written in a language other than English must be accompanied by an English translation prepared by an accredited translator.

Category B Identification documents – for Australian companies

If you are an Australian company, you must tick and provide acceptable Category A identification documents for each Director **AND** tick and provide:

- ☐ A certified copy of the company constitution

Category C Identification documents – for trusts, trustees, and SMSFs

No Trust documentation is required **IF** the investor is a trust is a registered managed investment scheme, regulated trust (e.g. SMSF) or government superannuation fund **AND** has an Australian Business Number (ABN).

For other Trust types, or if the Trust does not have an Australian Business Number (ABN), then **ONE** of the following Acceptable ID Document needs to be ticked and provided:

- ☐ A certified copy or certified extract of the Trust Deed
- ☐ A notice issued by the Australian Taxation Office within the last 12 months (e.g. a Notice of Assessment)
- ☐ A letter from a solicitor or qualified accountant that confirms the name of the trust

*Documents that are written in a language other than English must be accompanied by an English translation prepared by an accredited translator.

ALSO, please ensure that you have ticked and provided Category A ID documents for **ONLY ONE** of the trustees, and provide their details below. .

Full name	<input type="text"/>		
Date of birth (DD/MM/YY)	<input type="text"/>		
Residential address	<input type="text"/>		
Suburb	<input type="text"/>	State	<input type="text"/>
		Postcode	<input type="text"/>
Country	<input type="text"/>		

Section 3 – Application Form

To: Huntley Management Limited ABN 52 089 240 513

This Application Form relates to the application for SkyHotel Investment Units in the Property Collect Growth Trust ARSN 621 450 397 and the SkyHotel Investment Fund (**Scheme**) under Information PDS dated 15 November 2021 (**PDS**) issued by Huntley Management Limited ABN 52 089 240 513 (**HML**) AFSL No. 229754 as the responsible entity of the Scheme. This form must be accompanied by the PDS when provided to any person. Unless otherwise defined, capitalised terms in this Application Form have the meaning given to them in the PDS.

Completing and signing this form achieves 3 things:

- you apply to participate in the Property Collect Growth Trust and SkyHotel Investment Fund to the extent nominated;
- you acknowledge that you have read and understood the PDS and attached legal documents; and
- you confirm your payment method for the amounts due under the PDS and your commitment thereto.

In the event you are completing by hand, please use black pen and print in CAPITAL LETTERS. .

3.1 Contact details

Title Given name(s)

Surname

Phone Email

Postal address

Suburb State Postcode

We will upload relevant information, updates, disclosure documents, forms and reports to our website **www.huntleygroup.com.au** and/or send to your email address nominated above. Should you wish to opt out of our electronic disclosure, please contact us on 02 9233 5444.

3.2 Investment amount

By completing this form, you apply for the number of SkyHotel Investment Units specified in the following box and are thereby liable to pay for the SkyHotel Investment Units. The minimum investment is \$5,000, with increases in \$1,000 increments thereafter.

Number of SkyHotel Investment Units at \$1 per Unit Amount invested \$

You must pay the amount stated above electronically to the following account:

Account Name: Huntley Custodians Limited ACF the Property Collect Growth Trust – Application
 Bank: National Australia Bank
 BSB: 082 080
 Account No: 76 412 8055

Please include your name as the payment reference.

3.3 Acknowledgements

Please read the following Acknowledgements and then confirm that you have done so by checking the box.

☐ **By checking this box, you acknowledge that:**

- You have read and understood the PDS and you have received and accepted the offer in it, in Australia.
- You have read and understood the Constitution.
- The Responsible Entity is not bound to accept your application in whole or in part.
- Participation in the Property Collect Growth Trust and SkyHotel Investment Fund offered by this PDS is considered to be speculative and you have had the opportunity to seek independent legal, financial and taxation advice on the implications of investing in the Project.
- Huntley and/or any of its directors, employees or advisers, has not made any recommendation to you concerning participation in the Property Collect Growth Trust and SkyHotel Investment Fund.
- You have elected to appoint the attorneys specified in the following Power of Attorney to exercise the powers referred to in the Power of Attorney set out below as if you had signed the same.
- Your application is true and correct and you have legal power to invest.
- You are bound by the provisions of the Constitution as amended from time to time and this Application Form.
- If you have received the PDS from the internet or other electronic means that you received it personally or a printout of it, accompanied by or attached to this Application Form.
- If this is a joint application, each of you agrees, unless otherwise indicated on this application, that your investment is as joint tenants.

- Each of you who is able to operate the account will bind the other(s) to any transaction including investments, switches or withdrawals by any available method.
- If investing as trustee on behalf of a superannuation Scheme or trust, you confirm that you are acting in accordance with your designated powers and authority under the trust deed. In the case of superannuation Schemes, you also confirm that it is a complying Scheme under the Superannuation Industry (Supervision) Act.
- None of HML, any member of the Huntley Group or any of their officers, advisers, agents or associates in any way guarantee the performance of the Scheme nor any return of capital.
- HML and its related bodies corporate may disclose and use personal information as contemplated in HML's Privacy Policy available at www.huntleygroup.com.au. By completing the application form you are providing personal information to HML. Your personal information will be used to process your application and, if your application is successful, to administer and report on your SkyHotel Investment Units in the Scheme and the progress of the Scheme's activities. Your personal information may also be provided to other persons to enable HML to provide these services to you (e.g. service providers, consultants and advisers), or to persons that you authorise to act on your behalf in relation to your investment (e.g. your financial adviser, accountant or lawyer). We may also disclose your personal information to others as permitted under the law.
- If you do not provide all or part of the information required by the application form, HML will not be able to accept your application and you will not be able to acquire SkyHotel Investment Units in the Scheme.
- If any of your personal details change, please contact HML at the address stated in this application form. You can also contact HML to find out what personal information is held about you or if you have a complaint about the way in which your personal information has been handled.
- If you instruct HML by electronic means (for example by email) you indemnify HML all losses and liabilities arising from any payment or action HML makes based on any instruction (even if not genuine) that Huntley receives by an electronic communication which appears to indicate to HML that the communication has been provided by you.
- You will provide to HML or its nominee any information that HML reasonably requires in order to enable Huntley to comply with all its obligations under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and its associated rules and regulations (in force from time to time).
- Investments in the Scheme are subject to the risks outlined in the PDS.
- The information collected by HML (including in this application form) may be used for identification purposes, including via a third party verification service, to enable HML to comply with all its customer identification obligations under the Act and associated rules and regulations referred to above.
- You will provide HML or its nominee any information that HML reasonably requires in order to enable Huntley to meet all of its compliance, reporting and other obligations under the United States of America Foreign Account Tax Compliance Act (FATCA) and all associated rules and regulations from time to time (including, without limitation, the Inter-Governmental Agreement (IGA) entered into between the governments of the US and Australia). You understand that HML may disclose such information to the Australian Taxation Office (ATO) who may in turn disclose the information to the US Internal Revenue Service (IRS).
- You understand that where you have provided HML or its nominee with information about your status or designation under or for the purposes of FATCA (including, but without limitation, US residency or citizenship status and FATCA status as a particular entity type) and all associated rules and regulations, Huntley will treat that information as true and correct without any additional validation or confirmation being undertaken by Huntley except where it is under a legal obligation to do so.

3.4 Investor type

You do not need to complete all parts of this section, only the parts that apply to your investor type, as outlined below.

What type of investor are you?	Part/s to complete
<input type="checkbox"/> Individual/joint holding	A or A + B
<input type="checkbox"/> Australian Proprietary Company	C + E
<input type="checkbox"/> Australian Public Company	C
<input type="checkbox"/> Unregulated trust* with corporate trustee	C + D + E
<input type="checkbox"/> Unregulated trust* with individual trustee	A + D + E
<input type="checkbox"/> Regulated trust* with corporate trustee (this includes SMSF)	C + D
<input type="checkbox"/> Regulated trust* with individual trustee (this includes SMSF)	A + D
<input type="checkbox"/> Other (eg. foreign companies and partnerships)	Please contact us

* A Regulated trust includes an SMSF, registered retail managed investment scheme and a wholesale managed investment scheme that doesn't make small scale offerings. Other trusts are Unregulated Trusts.

A Individual investor or individual trustee

Title Given name(s) Surname

Date of birth (DD/MM/YY)

Email

Residential address

Suburb State Postcode

Are you an Australian resident for tax purposes?

☐ **Yes** ☐ **No** (specify relevant countries)

If you are an Australian resident for tax purposes, please provide your tax file number (TFN):

If you are a foreign resident* for tax purposes, do you have a tax identification number (TIN)?

☐ **Yes** – please provide TIN for each country

Country	TIN
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

☐ **No** – please tick **one** of the following:

- ☐ The country of tax residency does not issue TINs
- ☐ I have not been issued with a TIN
- ☐ The country of tax residency does not require the TIN to be disclosed

*Tax residency rules differ by country. You can be a tax resident of a country based on the amount of time you spend in that country, the location of your residence or place of work. Tax residence in the US can be as a result of citizenship or residency.

Are you a Politically Exposed Person*? ☐ Yes ☐ No

*A Politically Exposed Person includes a head of state or government, government minister or senior politician, senior government official, judge, governor of a central bank or any other person who holds a position of influence with a reserve bank, senior foreign representative, high ranking member of the armed forces or board chair or senior executive of a state owned enterprise or the immediate family member or associate of any such persons.

B Joint investor

Title Given name(s) Surname

Date of birth (DD/MM/YY)

Email

Residential address

Suburb State Postcode

Are you an Australian resident for tax purposes?

☐ Yes ☐ No (specify relevant countries)

If you are an Australian resident for tax purposes, please provide your tax file number (TFN):

If you are a foreign resident* for tax purposes, do you have a tax identification number (TIN)?

☐ Yes – please provide TIN for each country in which you are a tax resident

Country	TIN
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

☐ No – please tick **one** of the following:

☐ The country of tax residency does not issue TINs

☐ I have not been issued with a TIN

☐ The country of tax residency does not require the TIN to be disclosed

*Tax residency rules differ by country. You can be a tax resident of a country based on the amount of time you spend in that country, the location of your residence or place of work. Tax residence in the US can be as a result of citizenship or residency.

Are you a Politically Exposed Person*? ☐ Yes ☐ No

*A Politically Exposed Person includes a head of state or government, government minister or senior politician, senior government official, judge, governor of a central bank or any other person who holds a position of influence with a reserve bank, senior foreign representative, high ranking member of the armed forces or board chair or senior executive of a state owned enterprise or the immediate family member or associate of any such persons.

C Australian Company or corporate trustee

Full company name/corporate trustee name/sole trader business name:

Registered business address

Suburb

State

Postcode

ABN, TFN or TFN exemption:

ACN:

Is the company an Australian resident for tax purposes?

☐ Yes ☐ No

If the Company is a foreign resident for tax purposes, does it have a tax identification number (TIN)?

☐ Yes – please provide TIN for each country in which the Company is tax resident

Country	TIN
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

☐ No – please tick **one** of the following:

- ☐ The country of tax residency does not issue TINs
- ☐ The cCompany has not been issued with a TIN
- ☐ The country of tax residency does not require the TIN to be disclosed

Business activities

Is the company/corporate trustee a proprietary or public company?

☐ Proprietary ☐ Public

If you are a proprietary company, provide the full name and date of birth of each director:

Director name	Date of Birth (DD/MM/YY)
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

If there are more directors, please provide details in a separate attachment.

D Trusts

Trustee no. 1 name

Trustee no. 1 address

Suburb State Postcode

Trustee no. 2 name

Trustee no. 2 address

Suburb State Postcode

Are there additional trustees?

☐ **Yes** – please attach a separate page to this application form with the details ☐ **No**

Trust name

Business name of Trust

ABN, TFN or TFN exemption

Type of trust (e.g. family trust or SMSF)

Country in which trust was established

Only complete the remaining part of section D if the trust is an Unregulated Trust*

*A Regulated trust includes an SMSF, registered retail managed investment scheme and a wholesale managed investment scheme that doesn't make small scale offerings. Other trusts are Unregulated Trusts.

Do the terms of the trust identify the beneficiaries by reference to membership of a class?

☐ **Yes** – what are the terms?

☐ **No** – please provide the full name of each beneficiary:

If there are more beneficiaries, please provide details in a separate attachment.

Full name of settlor of trust*

*You do not need to provide the name of the settlor if you are a Regulated Trust, or if the settlor of the trust is now deceased, or if the settlor contributed to the trust at the time of its establishment a material asset contribution of less than \$10,000.

Is the Trust an Australian resident for tax purposes?

☐ **Yes** ☐ **No**

If the Trust is a foreign resident for tax purposes, does it have a tax identification number (TIN)?

☐ **Yes** – please provide TIN for each country

Country	TIN

☐ **No** – please tick **one** of the following:

- ☐ The country of tax residency does not issue TINs
- ☐ The Trust has not been issued with a TIN
- ☐ The country of tax residency does not require the TIN to be disclosed

*Tax residency rules differ by country. You can be a tax resident of a country based on the amount of time you spend in that country, the location of your residence or place of work. Tax residence in the US can be as a result of citizenship or residency.

E Beneficial ownership

Beneficial Owner means an individual who ultimately 'Owns' or 'Controls' (directly or indirectly) the investor. Owns 'means ownership (either directly or indirectly) of 25% or more of a person. 'Control' includes control as a result of, or by means of, trusts, agreements, arrangements, understandings and practices, whether or not having legal or equitable force and whether or not based on legal or equitable rights, and includes exercising control through the capacity to determine decisions about financial and operating policies.

For a typical private company or trust there will be one or two individuals who own or control at least 25% of the company or trust, in which case one or both names will need to be listed as Beneficial Owners in this part of the form. If you are uncertain about who controls 25% or more, please complete this part as Decision Maker.

Please complete for each Beneficial Owner. If you are unable to ascertain the Beneficial Owners, please complete Decision Maker section below instead.

Beneficial owner 1

Name

Date of birth (DD/MM/YY)

Residential address

Suburb State Postcode

Are you an Australian resident for tax purposes?

☐ **Yes** ☐ **No** (specify relevant countries)

If you are an Australian resident for tax purposes, please provide your tax file number (TFN):

If you are a foreign resident* for tax purposes, do you have a tax identification number (TIN)?

☐ **Yes** – please provide TIN for each country

Country	TIN

☐ **No** – please tick **one** of the following:

- ☐ The country of tax residency does not issue TINs
- ☐ I have not been issued with a TIN
- ☐ The country of tax residency does not require the TIN to be disclosed

Are you a Politically Exposed Person*? ☐ Yes ☐ No

*A Politically Exposed Person includes a head of state or government, government minister or senior politician, senior government official, judge, governor of a central bank or any other person who holds a position of influence with a reserve bank, senior foreign representative, high ranking member of the armed forces or board chair or senior executive of a state owned enterprise or the immediate family member or associate of any such persons.

Beneficial owner 2

Name

Date of birth (DD/MM/YY)

Residential address

Suburb State Postcode

Are you an Australian resident for tax purposes?

☐ **Yes** ☐ **No** (specify relevant countries)

If you are an Australian resident for tax purposes, please provide your tax file number (TFN):

If you are a foreign resident* for tax purposes, do you have a tax identification number (TIN)?

☐ **Yes** – please provide TIN for each country

Country	TIN
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

☐ **No** – please tick **one** of the following:

- ☐ The country of tax residency does not issue TINs
- ☐ I have not been issued with a TIN
- ☐ The country of tax residency does not require the TIN to be disclosed

Are you a Politically Exposed Person*? ☐ **Yes** ☐ **No**

*A Politically Exposed Person includes a head of state or government, government minister or senior politician, senior government official, judge, governor of a central bank or any other person who holds a position of influence with a reserve bank, senior foreign representative, high ranking member of the armed forces or board chair or senior executive of a state owned enterprise or the immediate family member or associate of any such persons.

Beneficial owner 3Name Date of birth (DD/MM/YY) Residential address Suburb State Postcode

Are you an Australian resident for tax purposes?

☐ **Yes** ☐ **No** (specify relevant countries)

If you are an Australian resident for tax purposes, please provide your tax file number (TFN):

If you are a foreign resident* for tax purposes, do you have a tax identification number (TIN)?

☐ **Yes** – please provide TIN for each country

Country	TIN
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

☐ **No** – please tick **one** of the following:☐ The country of tax residency does not issue TINs☐ I have not been issued with a TIN☐ The country of tax residency does not require the TIN to be disclosedAre you a Politically Exposed Person*? ☐ **Yes** ☐ **No**

*A Politically Exposed Person includes a head of state or government, government minister or senior politician, senior government official, judge, governor of a central bank or any other person who holds a position of influence with a reserve bank, senior foreign representative, high ranking member of the armed forces or board chair or senior executive of a state owned enterprise or the immediate family member or associate of any such persons.

Beneficial owner 4Name Date of birth (DD/MM/YY) Residential address Suburb State Postcode

Are you an Australian resident for tax purposes?

☐ **Yes** ☐ **No** (specify relevant countries)

If you are an Australian resident for tax purposes, please provide your tax file number (TFN):

If you are a foreign resident* for tax purposes, do you have a tax identification number (TIN)?

☐ **Yes** – please provide TIN for each country

Country	TIN

☐ **No** – please tick **one** of the following:

☐ The country of tax residency does not issue TINs

☐ I have not been issued with a TIN

☐ The country of tax residency does not require the TIN to be disclosed

Are you a Politically Exposed Person*? ☐ **Yes** ☐ **No**

*A Politically Exposed Person includes a head of state or government, government minister or senior politician, senior government official, judge, governor of a central bank or any other person who holds a position of influence with a reserve bank, senior foreign representative, high ranking member of the armed forces or board chair or senior executive of a state owned enterprise or the immediate family member or associate of any such persons.

Decision maker

Only complete if you are unable to ascertain the Beneficial Owner. If you are a **company**, please provide name and address of any individual who is entitled to exercise 25% or more voting rights including power of veto, or holds the position of a senior management official (or equivalent).

If you are a **trust**, please provide the name and address of any individual who has the power to remove the trustee.

Decision maker 1

Name

Date of birth (DD/MM/YY)

Residential address

Suburb State Postcode

Are you an Australian resident for tax purposes?

☐ **Yes** ☐ **No** (specify relevant countries)

If you are an Australian resident for tax purposes, please provide your tax file number (TFN):

If you are a foreign resident* for tax purposes, do you have a tax identification number (TIN)?

☐ **Yes** – please provide TIN for each country

Country	TIN

☐ **No** – please tick **one** of the following:

- ☐ The country of tax residency does not issue TINs
- ☐ I have not been issued with a TIN
- ☐ The country of tax residency does not require the TIN to be disclosed

Are you a Politically Exposed Person*? ☐ **Yes** ☐ **No**

*A Politically Exposed Person includes a head of state or government, government minister or senior politician, senior government official, judge, governor of a central bank or any other person who holds a position of influence with a reserve bank, senior foreign representative, high ranking member of the armed forces or board chair or senior executive of a state owned enterprise or the immediate family member or associate of any such persons.

Decision maker 2

Name

Date of birth (DD/MM/YY)

Residential address

Suburb State Postcode

Are you an Australian resident for tax purposes?

☐ **Yes** ☐ **No** (specify relevant countries)

If you are an Australian resident for tax purposes, please provide your tax file number (TFN):

If you are a foreign resident* for tax purposes, do you have a tax identification number (TIN)?

☐ **Yes** – please provide TIN for each country

Country	TIN
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

☐ **No** – please tick **one** of the following:

- ☐ The country of tax residency does not issue TINs
- ☐ I have not been issued with a TIN
- ☐ The country of tax residency does not require the TIN to be disclosed

Are you a Politically Exposed Person*? ☐ **Yes** ☐ **No**

*A Politically Exposed Person includes a head of state or government, government minister or senior politician, senior government official, judge, governor of a central bank or any other person who holds a position of influence with a reserve bank, senior foreign representative, high ranking member of the armed forces or board chair or senior executive of a state owned enterprise or the immediate family member or associate of any such persons.

Section 4 – Mandatory Foreign Account Tax Compliance Act (FACTA) declaration for companies and trusts

- Companies and Corporate Trustees must complete section 4.1 (and possibly 4.2)
- Individuals go to section 4.2
- Trusts complete section 4.3 (and possibly 4.4)

(Note dual-residents need to complete this section)

4.1 Companies and Corporate Trustees

Please select the Company/Corporate Trustee tax status from the list below:

☐ Financial institution*

*A Financial Institution is a custodial or depository institution, an investment entity or a specified insurance company for FATCA/ CRS purposes.

If the Financial Institution has a Global Intermediary Identification Number (GIIN), please quote its GIIN.

If the Financial Institution does not have a GIIN, please select its FATCA status:

- ☐ Deemed Compliant Financial Institution
- ☐ Excepted Financial Institution
- ☐ Exempt Beneficial Owner
- ☐ Non-reporting IGA Financial Institution
- ☐ Non-participating Financial Institution
- ☐ Other (describe the company's FATCA status in the box provided)

If you are a Financial Institution that is an Investment Entity, are you located in a non-participating CRS jurisdiction and managed by another Financial Institution?

☐ Yes ☐ No

☐ Australian Public Listed Company, Majority Owned Subsidiary of an Australian Public Listed company or Australian Registered Charity

☐ An Active Non-Financial Entity (NFE)*

*Active NFEs include entities where, during the previous reporting period, less than 50% of their gross income was passive income (e.g. dividends, interests and royalties) and less than 50% of assets held produced passive income. For other types of Active NFEs, refer to Section VIII in the Annexure of the OECD 'Standard for Automatic Exchange of Financial Account Information' at www.oecd.org.

Please proceed to Section 4.2.

☐ Other (Entities that are not previously listed).

Please proceed to Section 4.2.

4.2 Foreign Beneficial Owners (Individuals)

Please complete the section below for each Beneficial Owner that is a tax resident of a country other than Australia (unless already provided in section 4E above).

Alternatively, if there are no Beneficial Owners please tick this box ☐

If required, provide additional details on a separate sheet.

Foreign Beneficial Owner 1

Full name

TIN

Residential address

Suburb State Postcode

Country

Foreign Beneficial Owner 2

Full name

TIN

Residential address

Suburb State Postcode

Country

4.3 Trust

Please select the Trust tax status from the list below*

☐ Financial institution*

*A Financial Institution is a custodial or depository institution, an investment entity or a specified insurance company for FATCA/ CRS purposes.

If the Financial Institution has a Global Intermediary Identification Number (GIIN), please quote its GIIN.

If the Financial Institution does not have a GIIN, please select its FATCA status:

- ☐ Deemed Compliant Financial Institution
- ☐ Excepted Financial Institution
- ☐ Exempt Beneficial Owner
- ☐ Non Reporting IGA Financial Institution
(If the Trust is a Trustee-Documented Trust, provide the Trustee's GIIN)
- ☐ Non-participating Financial Institution
- ☐ US Financial Institution
- ☐ Other (describe the company's FATCA status in the box provided)

Is the Trust a Financial Institution that is an investment entity located in a non-participating CRS jurisdiction and managed by another Financial Institution?

☐ Yes ☐ No

☐ Australian Registered Charity or Deceased Estate

☐ A Foreign Charity or An Active Non-Financial Entity (NFE)*

*Active NFEs include entities where, during the previous reporting period, less than 50% of their gross income was passive income (e.g. dividends, interests and royalties) and less than 50% of assets held produced passive income. For other types

of Active NFEs, refer to Section VIII in the Annexure of the OECD 'Standard for Automatic Exchange of Financial Account Information' at www.oecd.org).

☐ Other (Passive NFEs)

4.4 Foreign Controlling Persons

Are any of the Trust's Controlling Persons* tax residents** of countries other than Australia?

☐ Yes ☐ No

*A Controlling Person is any individual who directly or indirectly exercises control over the Trust. For a Trust, this includes all Trustees, Settlers, Protectors or Beneficiaries.

**Tax residency rules differ by country. You can be a tax resident of a country based on the amount of time you spend in that country, the location of your residence or place of work. Tax residence in the US can be as a result of citizenship or residency.

If the Trustee is a company, are any of that company's Controlling Persons tax residents of countries other than Australia?

☐ Yes ☐ No

If Yes to either of the two above questions, please provide the details below.

Controlling Person 1

Full name

Position in Trust (e.g. Trustee, Beneficiary etc)

Tax resident of these countries

Controlling Person 2

Full name

Position in Trust (e.g. Trustee, Beneficiary etc)

Tax resident of these countries

If there are further foreign Controlling Persons please provide information separately.

Section 5: Acknowledgment, name and date

Full name

☐ I have read and accepted the Acknowledgements stated in this Application Form.

Date application form completed (DD/MM/YY)



Property Collect Growth Trust
GPO Box 3121, Brisbane QLD 4001
Telephone: 1300 040 457
Email: info@propertycollect.com.au

