VESTA MEDICAL PROPERTY FUND

PRODUCT DISCLOSURE STATEMENT

ARSN: 683 316 038

30 April 2025

VESTA

MACRO CAPITAL LIMITED

Macro Capital Ltd AFSL: 392401

DIRECTORY

RESPONSIBLE ENTITY

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Important Notice & Disclaimer

This document is a new product disclosure statement (PDS) for the purposes of section 1016E(2)(aa) of the Corporations Act and has been issued by Macro Capital Limited ABN 14 145 321 928 (Macro or Responsible Entity) which holds AFS Licence number 392401 (Responsible Entity) and is the responsible entity of the Vesta Medical Property Fund ARSN 683 316 038 (Fund). The Responsible Entity is the issuer of this PDS and the Units offered in this PDS. This is a new product disclosure document dated 30 April 2025 ("PDS Date") It replaces the product disclosure statement (Original PDS) issued by the Responsible Entity dated 3 February 2025 (Original PDS Date). For the purpose of this document, this new product disclosure statement will be referred to as the PDS. Neither the Responsible Entity, its related entities, directors nor officers make any promise or representation, or give any guarantee as to the success of the Fund, the amount (if any) of distributions, the amount (if any) you will receive on redemption, the income or capital return, or the taxation consequences of investing in the Fund. This offer is only open to persons receiving this PDS as a hard copy or electronically within Australia.This PDS does not constitute an offer or invitation in any place in which, or any person to whom, it would not be lawful to make such an offer or invitation.

The information contained in this PDS is general information only and does not take into account your individual objectives, financial situation or needs. You should read this PDS carefully and assess whether the information is appropriate for you in respect of your objectives, financial situation and needs, before making any decision about whether to acquire units in the Fund. We encourage you to seek professional advice from your accountant, financial adviser, stockbroker, lawyer or other provisional adviser before deciding to make an investment decision to determine whether an investment in the Fund meets your objectives, financial situation and needs. In this PDS, an administration service or a unitholder directed portfolio service such as a wrap account, master trust or nominee service, is referred to as an "IDPS". The Responsible Entity consents to the use of this PDS by IDPS operators that include the Fund on their investment menu.

The information in this PDS is up to date at the time of preparation. However, some information can change from time to time. The Responsible Entity will satisfy its continuous disclosure obligation by way of disclosure on the Manager's website which complies with ASIC's good practice guidance in ASIC Regulatory Guide 198 - Unlisted disclosing entities: Continuous disclosure obligations. Information will be made available at www.vestafunds.com.au and a paper copy of any updated information will be provided by the Responsible Entity free of charge upon request.

This PDS may be accessed at www.vestafunds.com.au. If an investor has received this PDS electronically, the Responsible Entity will provide a copy free of charge upon request to Vesta Capital Management Pty Ltd (**Manager** or **Vesta**) on (08) 6285 1747.

The Target Market Determination (**TMD**) for the Fund can be found at www.vestafunds.com.au and includes a description of who the Fund is appropriate for.
An investment in the Fund is subject to investment and other risks, including those risks set out in Section 13.
The PDS contains forward looking statements relating to future matters which are subject to known and unknown risks, uncertainties and other important factors that could cause the actual results, performance or achievements of the Fund to be materially different from those expressed or implied by such statements. Cooling-off rights do not apply to investment in Units offered under this PDS. This means that, in most circumstances, you cannot withdraw your application once it has been accepted. Unless otherwise indicated, references to $ are references to the lawful currency of Australia.
For convenience, some numbers referred to in the PDS have been rounded. Any discrepancies between totals and the sum of all the individual components in the tables contained in this PDS are due to rounding.

Unless otherwise specified, all figures included in the PDS are based on the assumptions that the Target Subscription is achieved, and both Properties have been acquired by the projected settlement date. The Australian Securities and Investments Commission (**ASIC**) takes no responsibility for the contents of this PDS.

Other than the front cover and images on pages 5,15,27,40 and 69, all pictures of assets are buildings in which the Fund has invested, intends to invest in or has an agreement to invest in at the date of the PDS.

For the answer to any questions you have regarding this Fund, please contact your financial adviser or the Manager.

1

Investment Overview

INTRODUCTION

The Australian healthcare sector is an essential service with demand growing with Australia's population growth (leader for developed countries) and an ageing population. Properties that provide space for medical services have potential to benefit from this demand. Macro Capital is launching a fund targeting this opportunity. The Vesta Medical Property Fund aims to provide Unitholders with an average income distribution for the 5 year term of the Fund of over 8% per annum generated by the underlying medical assets to be acquired located in Madeley and Midland.

The Vesta Medical Property Fund has the following features:

- **100% occupancy;**
- **3.7 year Weighted Average Lease Expiry (WALE), expected to provide regular income distributions;**
- **purchase price (purchase yield 7.48%) compares well to recent comparable transactions;**
- **essential health services being provided to the community from each of the Medical Centres;**
- **proven asset class – the healthcare property sector has typically delivered strong returns and low volatility when compared to other traditional real estate classes.**

INVESTMENT STRATEGY

The Fund will acquire the Madeley Property and Midland Property (each a **Property**, together the **Properties**), subject to the satisfaction of the Investment Conditions. Each Property shall be independently held via a wholly owned sub-trust of the proposed Head Trust.

Post settlement the Manager will perform asset management, administration, registry, accounting and compliance services on behalf of the investors to ensure continuity of the strong returns whilst also assessing all options to add additional value to each of the assets.

RETURNS

Upon completing settlement for all the Properties, it is projected to deliver Investor distributions commencing at 8.25% per annum through the rental income generated from the current leases at each Property.

At completion of the investment term, the Fund is projected to generate a total internal rate of return (**IRR**) to Investors of 12.4% p.a.

CAPITAL RAISING

The Responsible Entity of the Fund is seeking to raise $9,725,000 from this offer (**Target Subscription**). These proceeds combined with borrowings will be used to establish the Fund and acquire the Properties for the purchase price of $16.9 million. The minimum investment in the Fund is $20,000 (**Minimum Investment**). The Fund will be closed ended with Unitholders anticipated to be invested for a minimum period of 5 years. There will be no right of redemption from the Fund.

As with all investments there are risks, and neither income distributions, nor the return of capital is guaranteed. It is important to read Section 13 of this PDS. The Responsible Entity and the Manager will endeavour to mitigate the risks associated with investing in the Fund and encourage you to consider an investment as part of a diversified investment portfolio. In considering an investment in the Fund, please read this PDS carefully and consult your financial or other adviser to ensure it is appropriate for your objectives, financial situation and needs.

HOW TO INVEST

Applications may be made online as described in Section 16 on "How to invest". Capitalised terms are defined in the Glossary of this PDS.

2 Investment Detail

The following table is a summary of the key features of an investment in the Fund. More detail for each feature is referenced. You must read the whole of this PDS to obtain more detailed information before making a decision to invest in the Fund.

ITEM	DETAIL	REFERENCE
Responsible Entity	Macro Capital Limited (ACN 145 321 928)	10
Manager	Vesta Capital Management Pty Ltd (ACN 656 601 357)	10
Investment Type	The Fund is a closed ended registered managed investment scheme investing in two separate properties.	8
Use of Application Money	The Responsible Entity will issue Units to applicants in exchange for the Application Money. The Application Money will be placed in the Application Bank Account. The Responsible Entity intends to use the Application Money in accordance with this PDS, including without limitation, in order to: • Acquisition of the Properties and payment of the fees and costs; • Financing fees and costs; • Fund establishment costs; • Working capital; and • Interest rate derivative.	7.2, 8
Forecast Distributions	The Fund is projected to provide Unitholders with a distribution yield on Issue Price starting at 8.25% per annum, and averaging 8.4% per annum over the initial term with the potential for capital growth over the period of investment. The forecast IRR for the term of the Fund is 12.4%. The forecasts are predictive in nature and have been determined based on a number of underlying assumptions (please refer to Section 7 for further information). As such, returns may be affected by incorrect assumptions or by known or unknown risks and uncertainties and may differ materially from results ultimately achieved. Returns are not guaranteed.	7.3, 8
Properties	Madeley – Lot 2375 Plan 128768, Strata Plan SP11580 located at 210 Wanneroo Road, Madeley, Western Australia (**Madeley Property**). Midland - Lot 902 Plan 54697 Vol 2679, folio 592 located at 278 Great Eastern Highway, Midland, Western Australia (**Midland Property**).	5, 6
Target Subscription Amount	Target $9,725,000	7.2, 8
Minimum Subscription	Minimum subscription is $8,873,000. The Minimum Subscription will enable the settlement of the Madeley Property and Midland Property.	8
Issue Price	$1.00 per Unit.	8
Minimum Investment	$20,000 or such lesser amount as the Responsible Entity may accept in its discretion.	8

ITEM	DETAIL	REFERENCE
Offer Period	The Fund will be open to applications from the date of this PDS and is expected to close on 30 May 2025. The Responsible Entity reserves the right to extend the Offer or close the Offer early.	8
Issue Date	Units under this Offer are expected to be issued when the Investment Conditions are satisfied.	8
Investment Conditions	The Fund will only proceed with the acquisition of the Madeley Property and the Midland Property if the following conditions are satisfied: • The Minimum Subscription is satisfied; and • The Madeley Settlement Condition is satisfied. (the **Investment Conditions**). If the Minimum Subscription is satisfied but the Madeley Settlement Condition is not satisfied, the Fund will not proceed with the acquisition of either Property.	4, 5, 8
Investment Term and Liquidity	The initial term of the Fund is 5 years from the Issue Date. If the Properties are not sold, or a sales process commenced, prior to the fifth anniversary, the term of the Fund may be extended at the Manager's discretion for a period of up to 12 months or for a further period by Special Resolution of Unitholders. The Fund is an illiquid investment. The Responsible Entity does not intend to offer redemption opportunities to Unitholders prior to the sale of the Properties and the winding up of the Fund.	8, 13
Risks	Unitholders will be exposed to all the risks of investing in property, either directly or indirectly through an unlisted managed fund.	13

2 Investment Detail continued

KEY FINANCIAL INFORMATION

ITEM	DETAIL	REFERENCE
Distributions	The Responsible Entity expects to make distributions on a Quarterly basis. Distributions will be paid by electronic transfer, typically within 10 days of the end of each Quarter. Further information on forecast distributions and the calculation of profit available for distribution is contained in Section 7.	7.3, 8
NTA per Unit	Based on the Target Subscription being raised, the net tangible assets per Unit is forecast to be $0.96 at settlement of the acquisition of the Property on the basis of investments held at cost. On the basis that all acquisition property costs and fees are written off/expensed as part of the fair value adjustment, the net tangible assets per Unit is forecast to be $0.83 at settlement. If only the Minimum Subscription is raised the forecast is the same for the investments held at cost however with the fair value adjustments the net tangible assets per Unit is forecast to be $0.82 at settlement.	7.4, 7.6
Borrowings	The Fund intends to borrow from a lender to provide senior debt funding for the settlement of the Property and the capacity to fund expenditure on the Property over the Forecast Period. The Responsible Entity has received an offer of debt from a major Australian bank with a maximum facility enabling a loan-to-value ratio (**LVR**) of 60%, however, borrowings have not been finalised at the date of this PDS. This Offer will not proceed if the senior debt funding is not finalised. If the Fund proceeds at only the Minimum Subscription amount it is projected that the initial debt will be made at an LVR of 60%. The initial debt will be made at a LVR of 55% if the Target Subscription amount is raised. Further detail on this variance is provided in Section 8.	7.2, 7.5, 8
Interest Cover Ratio	Based on the Target Subscription being raised, the interest cover ratio for the first financial year after settlement is estimated at 3.25 times (2.98 if only the Minimum Subscription amount is raised) compared to an expected bank covenant of 1.50 times.	8

FEES AND COSTS

The Responsible Entity and/or Manager charge the Fund the following material fees:

Management fee	0.65% p.a. of the Fund's Gross Assets	Section 9
Performance fee	20% of the Fund's outperformance over a 10% IRR	Section 9
Acquisition fee	Equivalent to 2.00% of the Property's gross purchase price	Section 9
Equity raising fee	2.00% of the equity capital raised by the Fund	Section 9

This is a summary of the material fees charged by the Responsible Entity or Manager. Other fees and costs are payable. Please refer to Section 9 for a detailed explanation of fees and costs.

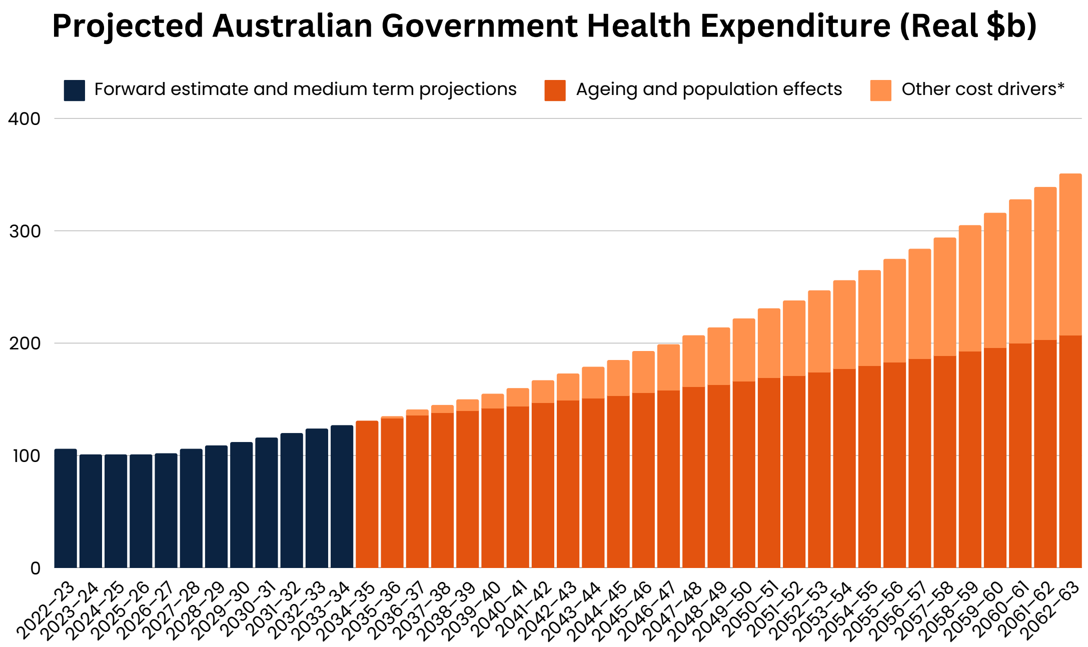
3 Investment Rationale

3.1 Why Invest?

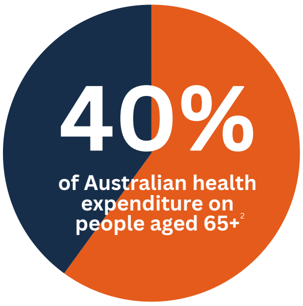
The Australian healthcare sector fundamentals are considered compelling by Vesta. The Fund is investing in properties that service this market. This section of the PDS identifies some of the general statistics in which Vesta considers support the demand for healthcare services generally in the medium to long term which, in turn, are expected to support tenant demand for the properties which are proposed to be acquired.

3.2 The Australian Healthcare Sector

The healthcare sector is underpinned by growing non-discretionary demand for healthcare services and infrastructure. The healthcare sector overall has high GDP Expenditure with healthcare representing ~9.9% of Australia's GDP[1].



Source: 2023 Intergenerational Report (Treasury). *Such as increased demand for health services and funding of new health technologies



1. Based on the web report Health Expenditure Australia 2022-2023 from the Australian Institute of Health and Welfare
2. Based on categorisation of government expenditure in the Intergenerational Report 2023, Commonwealth of Australia (Aug-23).

3 Investment Rationale continued

The key Australian healthcare demand drivers are[3]

- Increased focus on preventative care and surgical care. Historical Government policies have been aimed at placing greater emphasis on primary care to prevent excessive costs being pushed downstream.
- The ageing population is expected to continue to drive higher healthcare spend, with the number of people aged 65 and older expected to increase from 16% in 2019-2020.
- Approximately 95% of Australians aged 65 and over are living with two or more current long-term health conditions.
- Employment growth – The Health Care and Social Assistance industry is the largest employing industry in Australia representing around 15.6% of workers (as at November 2024). The sector is expected to grow by 15.8% in the five years to November 2026.
- Medical services demand is non-cyclical and resilient to economic fluctuations, making healthcare property assets a compelling investment for income-oriented investors seeking stability and diversification[4].

3.3 Growth Linked to Demographics

Ageing Population

Over the next 40 years[5] the number of people aged

65+ is projected to more than double

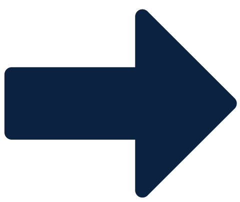
85+ is projected to more than double

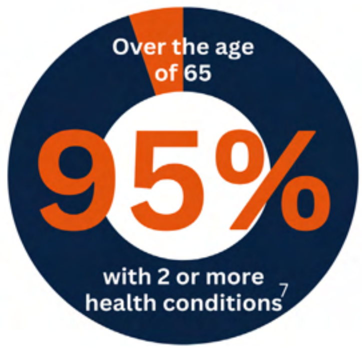
Population Growth[6]

Over the next decade Australia is forecast to experience

the strongest population growth across developed economies

Demand for health services has been supported by a rise in the percentage of the population identified with long term health conditions.[7]





3. Source: 2021 Intergeneration Report (ABS National, state and territory population, September 2020, and Treasury), Australian Bureau of Statistics and Vesta analysis of full-time and part-time employed persons from Labour Force, ABS (Feb-24).
4. Vesta analysis of ABS gross value added data series by industry. Data series commenced September 1974 and ended September 2023 and is part of the "Australian National Accounts: National Income, Expenditure and Product" release.
5. Health expenditure Australia 2021-22, AIHW (Oct-23).
6. 10-year average growth from 2024-33 for "More Developed Regions". Sources: Vesta analysis of the source data from the United Nations Probabilistic Population Projections based on the World Prospects 2024."
7. National Health Survey 2022, ABS (Dec-23).

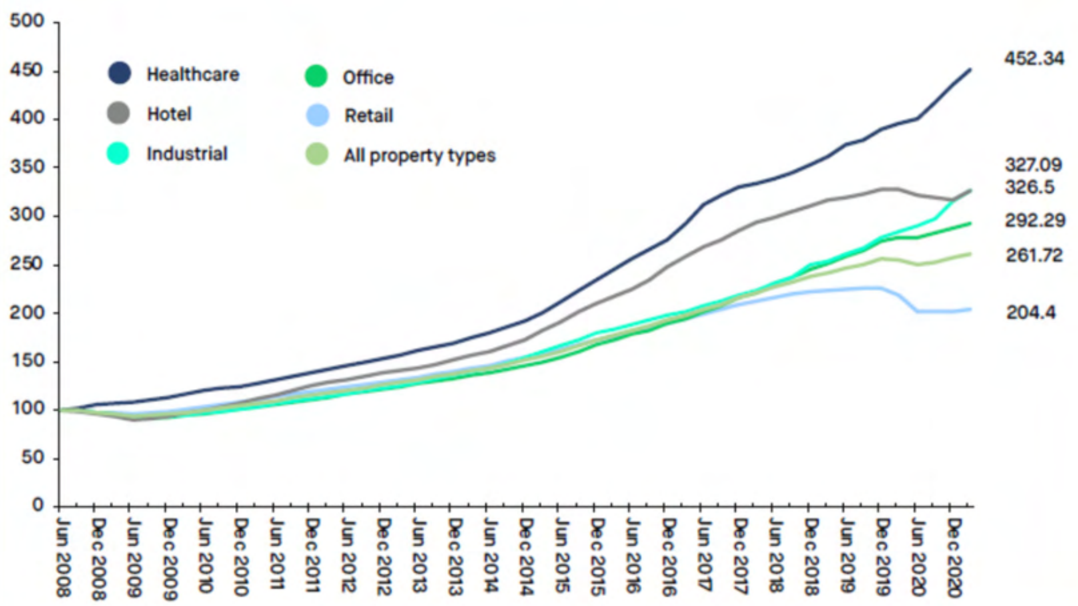
3 Investment Rationale continued

3.4 Healthcare Real Estate Returns

The healthcare property sector has delivered strong returns and experienced relatively low volatility when compared to traditional real estate asset classes. The Manager believes that Healthcare property has had sustained success largely because of the following characteristics:

- Reliable revenue streams, supported by government funding, enabling tenants to secure long-term leases which enhance overall financial stability.
- Typically, lower lease incentives are offered, with higher contracted escalations compared to traditional real estate asset classes.
- The Healthcare property sector is considered a low-risk sector with minimal defaults and turnover, as practitioners establish a clientele and reputation tied to their location.

AUSTRALIAN DIRECT PROPERTY TOTAL RETURNS SINCE 2008[8]



8. Source: MSCI, as at June 2021. The "Healthcare" category is based on the MSCI Australia Quarterly Healthcare Index, which provides a broad measure of investment returns for the healthcare property market in Australia and tracks the investment performance of 136 healthcare assets representing $5.0 billion. Each sector has different characteristics and risks. The chart above is provided for illustrative purposes only and is not a comparison or recommendation on the investment merits of any sector. Past performance is not a reliable indicator of future performance.

4 Property Acquisition Summary

A summary of the properties proposed to be acquired by the Vesta Medical Property Fund is provided below:

Property	Madeley	Midland	Total
Price	$9,800,000	$7,100,000	**$16,900,000**
Site Area (m^2)	4,281	2,507	**6,788**
Net Lettable Area (m^2)	1,479	975	**2,454**
Occupancy	100%	100%	**100%**
WALE (years)	3.59	3.88	**3.7**
Purchase Yield	7.53%	7.40%	**7.48%***

*Vesta believes this purchase yield compares favourably against recent sales evidence available to it.

Each of the above properties have been contracted via an option agreement containing a contract of sale for each.

The key terms of each option agreement and contract are set out below:

Property	Madeley	Midland	Total
Rental Guarantee	$120,000	$70,000	$190,000
Initial Deposit	$42,000	$30,000	$72,000
Further Deposit*	$30,000	$30,000	$60,000

*The Further Deposits, which are non-refundable will be due on the 21st May 2025 and will be paid by the Manager and form part of the Purchase Price. Should Units in the Fund not be issued and settlement not take place these deposits will be a cost to the Manager.

The target settlement date is currently 6 June 2025, however there are some settlement pre-conditions relating to the Madeley Property which include:

- New car park licence agreement in place between the licensor and the vendor for a minimum of 3 years (with a 3 year option); and
- Car park warranty – The vendor to provide a warranty provision capped at $300,000 that can be effected for a period of 36-months post settlement. This warranty can be called upon if the car park licence is revoked by the licensor which will be utilised to cover any loss of rent associated with Highland Medical Centre and any other costs associated with the licence being revoked, due to non-compliance with the development approval for the car park and inability to meet alternative car park requirements

  (together, the **Madeley Settlement Condition**).

4 Property Acquisition Summary continued

If the Minimum Subscription is satisified but the Madeley Settlement Condition is not satisfied, the Fund will not proceed with the acquisition of either Property. If the Responsible Entity does not proceed with the acquisition of the Madeley Property and the Midland Property, either due to the Minimum Subscription not being met or the Madeley Settlement Condition not being satisfied, all Application Money will be returned to applicants.

VALUATION SUMMARY

As outlined below, each of the properties have been valued by an independent third-party valuer during the due diligence phase with the below provided for each property:

Property	Madeley	Midland
Valuation	$9,800,000	$7,100,000
Valuation Date	14th January 2025	14th January 2025
Capitalisation Rate	7.12%	6.50%
Initial Passing Yield	7.42%	7.18%
Total Net Passing Rent	$732,586	$510,081
Assessed Market Rent	$695,686	$448,500

COMMENTARY

Where the passing rents are higher than market rents, the variance is then capitalised at the relevant capitalisation rate for each Property with the present value of reversionary income made by an adjustment to the capitalised value. The market capitalisation is supported by a discounted cash flow valuation for each Property.

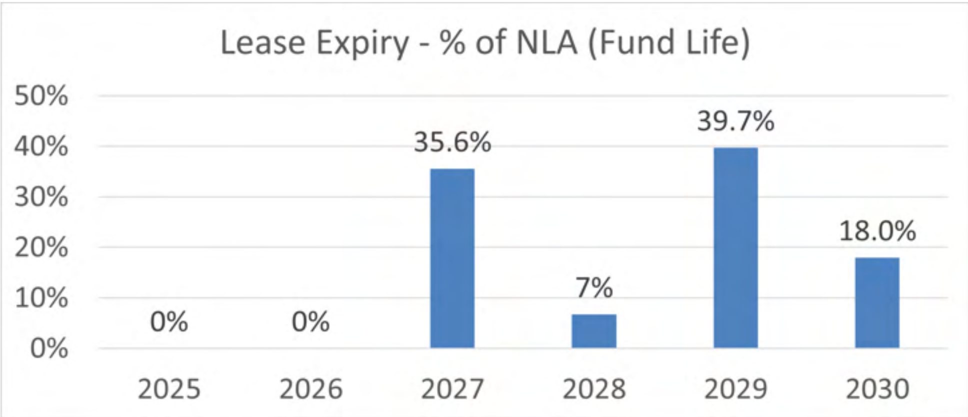
PROPERTY MANAGEMENT

All Properties have an existing service contract in place with a licensed Property Manager. The Property Manager is engaged as an agent of the landowner and empowered to perform the Property Management function at each property which includes financial reporting, arrears management, estate management, leasing and tenant communication, service contract management and general operations.

LEASE EXPIRY

The below chart outlines the leases expiring across the portfolio of the two properties proposed for acquisition, as a percentage of the total Net Lettable Area (NLA) across the life of the Fund.

This table is based on several assumptions. If the tenant has an option to extend it is assumed that the relevant option will be exercised. Any lease without an option is assumed to be converted to a new lease and therefore additional incentives, leasing fees and refurbishment costs are assumed. In addition, an allowance of a 6-month letting up period has been included by way of a capital expenditure incentive allowance.



TENANT SUMMARY

Details of the top five tenants that will each individually constitute 5% or more by income across the investment portfolio are set out in the table below.

Tenant	Property	NLA	% of Total NLA
Swan Medical Group	Midland	975	39.1%
Western Radiology	Madeley	561	22.9%
Highland Medical	Madeley	378	15.4%
Jenkins Physio	Madeley	165	6.7%
JS Therapy Services	Madeley	125	5.1%

PROPERTY INFORMATION

5 Property Information – Madeley

5.1 Property Highlights

Purchase Price	$9,800,000
Essential Service	The tenancies within the Medical Centre provide complementary services and operational synergies (e.g. practitioners providing referrals to allied health, radiology services and scripts for the pharmacy). Overall the medical centre accommodates over 18 specialist practitioners.
Strategic Location	The property has a street address of 210 Wanneroo Road, Madeley WA. It is located on the east side of Wanneroo Road approximately 20km north of Perth CBD. It is surrounded by an existing well established community with various aged care housing across the road. Kingsway City Shopping Centre is adjacent, within 200m of the property.
Asset Quality	Initially constructed in the early 1980s. An additional extension was completed to the east in the late 1980s followed by further extensions added in 2016. The west addition was constructed in 2017. It includes a purpose built medical centre, which accommodated 7 separate tenancies. The property is single storey comprising a medical centre, pharmacy, physiotherapist, dentist, therapist, radiologist and optician.

5.2 Property Summary

Property description	Purpose built medical centre, which accommodates 7 separate tenancies.
Property Address	210 Wanneroo Road, Madeley WA
Site area (m^2)	4,281 plus 669m^2 under license for additional parking.
Zoning	'Special Zone – Additional Use' attached to it for the uses of Medical Centre, Pharmacy, and Professional Office.
Net Lettable area (m^2)	1,479
Net Passing Base Rent (p.a)	$733,061
Recoverable Outgoings (p.a)	$187,669
Year of completion	Various improvements over the years with the last extension completed in 2017
Occupancy	100%
WALE	3.59 years (income)

6.3 Car parking

Carparking on the site consists 95 car bays, 64 are on the titled land relating to the Madeley Medical Centre site and 31 bays are on adjoining land which is subject to a carpark licence between the property owner of the Madeley property and Balmoral International Investments Ltd, the owner of Lot 19 (16) Kingsway Road, Madeley. The 95 bays allows for up to 18 practitioners plus the pharmacy to operate on site at any one time. This is accordance with City of Wanneroo development approval for the Carpark extension.

The Carpark license has been on a rolling 6 month term since its initial term, with the carpark license fee currently $33,765 plus GST payable to the licensor which is 75% recoverable from tenants. As part of the contract to purchase, Vesta requires that a new carpark license be entered into with a 3 year term plus a 3 year option. The settlement of the Madeley Property is subject to this new 3 year plus 3 year option carpark license being in place. At the date of this PDS, a non-binding heads of agreement has been signed between the parties agreeing to these terms.

The development approval for the extension of the carpark, sets out the number of required carbays for the site. Should the carpark licence be revoked by the licensor this may cause loss of rent or additional costs associated with non-compliance of the development approval. As detailed in Section 4, the guarantee of $300,000 will be in place for a 36 month period, if loss or rent or non-compliance costs are in excess of $300,000 or extend beyond the 36 month period this may reduce net income from the property. However, the Manager will seek to actively manage car park arrangements to mitigate this risk.

6.4 Key Tenant Summary

Tenant	Western Radiology (CHS Diagnostics Pty Ltd)
Permitted Use	MRI and Radiology Centre and associated Specialist Consultation including those associated with Cardiology, Pain Consultation, Paediatrics and Anaesthesiology only specifically excluding such uses which are associated with uses currently represented elsewhere in the Centre including General Practice, Dentistry, Physiotherapy, Psychology, Chiropractic, Podiatry, Dietician and Acupuncture.
Net lettable Area (m^2)	561
Lease Commencement	13/11/2017
Lease Expiry	12/11/2027
Rent Reviews	Fixed 5.00%, with review to market at commencement of each option term
Term	10 years
Options	1 x 5 year and 1 x 4 year

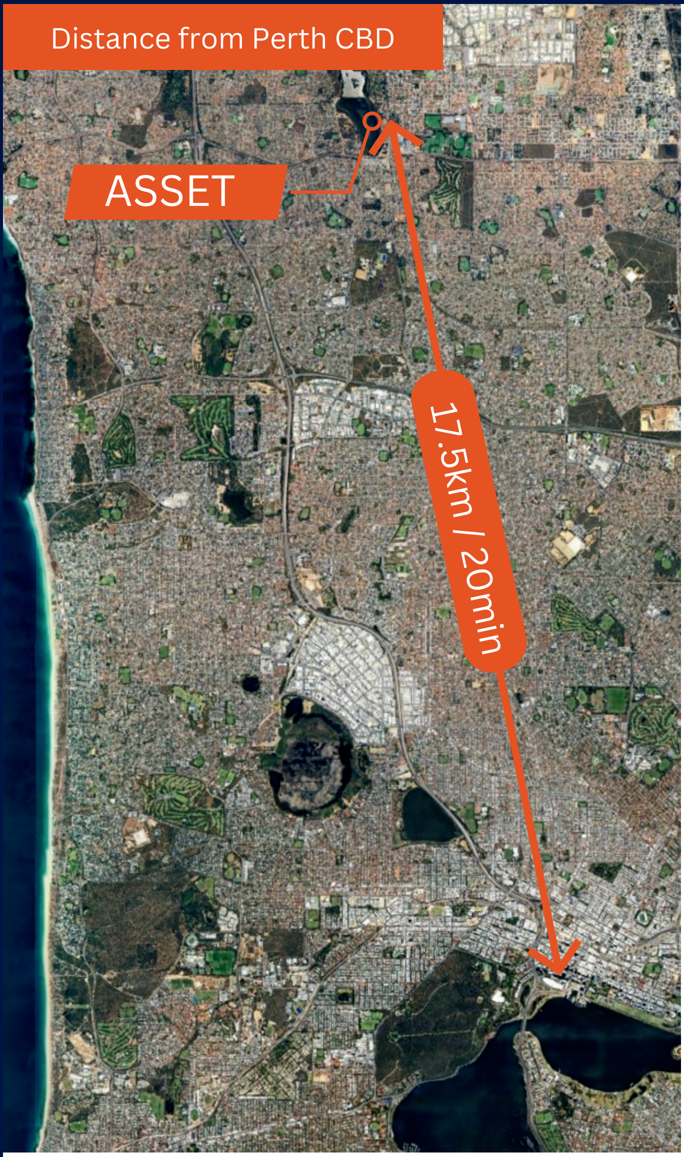
5 Property Information – Madeley continued

Tenant	Highland Medical
Permitted Use	Medical Centre
Net lettable Area (m^2)	378
Lease Commencement	1/2/2023
Lease Expiry	31/1/2030
Rent Reviews	Fixed 3.00%
Term	7 years
Options	1 x 5 year
Important Notes	Under the lease terms, the Landord must provide car parking bays totaling not less than 5 bays per practitioner for exclusive use. Subject to notice periods, the annual rental payable by the tenant will reduce by 50% for any period the 5 bays per practitioner is not met. Refer to Section 4 regarding the vendor warranty.

Tenant	Jenkins Physiotherapy
Permitted Use	Physiotherapy practice
Net lettable Area (m^2)	165
Lease Commencement	30/6/2023
Lease Expiry	29/6/2028
Rent Reviews	Annually CPI
Term	5 years
Options	1 x 3 year

The above key tenant summary provides information on three of the main tenants, which combine to total of 74.65% of the total NLA and 69.73% of the total income at the Property. The other tenants at the property include Smilemakers Dental, Kingsway Optometrists, JS Therapy Services and an Amcal Pharmacy.

Madeley


Distance from Perth CBD
ASSET
17.5km / 20min


Location in Madeley


Madeley
Medical Centre


Property Boundary
extent of the actual property
boundary with the car park license

6 Property Information – Midland

7.1 Property Highlights

Purchase Price	$7,100,000
Essential Service	The tenancies within the Midland Property provide complementary services and operational synergies (e.g. practitioners providing referrals to allied health, blood tests from the pathology and scripts for the pharmacy).
Strategic Location	Situated just 16 km North East of Perth's CBD, Midland is a vibrant community known for its strategic location and excellent amenities. It is a thriving suburb that blends the charm of suburban living with the convenience for businesses seeking a well-connected and accessible location. With easy access to major transportation routes, including the Great Eastern Highway and the Midland Train Station, commuting is easy for both employees and clients.
Asset Quality	The property is in fair to good condition and is subject to an adequate level of preventative maintenance, which has contributed to the current condition.

7.2 Property Summary

Property description	Purpose built medical centre which was originally constructed in the late 1970s, with the north west addition constructed in the late 1980s and the brick facades added in the late 1990's.
Address	278-280 Great Eastern Highway, Midland, Western Australia 6056
Site area	2,507m^2
Zoning	City of Swan Local Planning Scheme No 17. Midland Redevelopment Scheme Area (R-ACO)
Total Net Lettable area (m^2)	975
Net Passing Base Rent (p.a)	$525,383
Recoverable Outgoings (p.a)	$84,359
Year of completion	1970's
Tenant	Swan Medical
Occupancy	100%
WALE	3.88 years (income)

7.3 Tenant Summary

Swan Medical Group

Tenant	Swan Medical Group. Swan Medical is a part of Spectrum Health which is the largest privately-owned GP group in Western Australia with 45 practices.
Permitted Use	Any use permitted by law except for the retail sale of goods without the prior written approval of the Lessor.
Net Lettable Area (m^2)	975
Lease Commencement	26/2/2019
Lease Expiry	25/2/2029
Rent Reviews	Fixed 3.00%
Term	10 years
Options	1 x 10 years

In addition to the above, Swan Medical Group sub-lease a total of 268.1m² to the below tenants. Whilst this property does technically only have the single tenant, the fact that the below sub leases are in place does mitigate some of the risks of only having a single tenant.

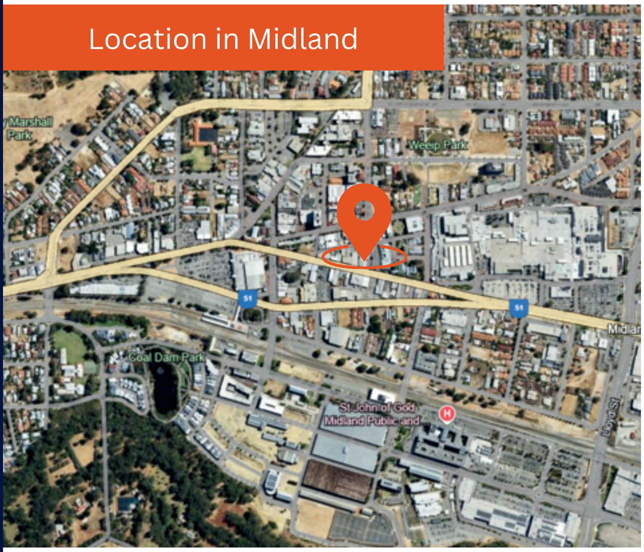
Tenant/Reference	Midland drive-in pharmacy/Suite 3
Permitted Use	Pharmacy and dispensary carried on under the business name “Midland Drive-In Pharmacy”
Net Lettable Area (m^2)	153.1
Lease Commencement	1/7/2018
Lease Expiry	30/6/2028
Term	10 years
Options	1 x 5 years

Tenant/Reference	Swan Physio/Suite 1
Permitted Use	Physiotherapy, occupational therapy and allied health or related service
Net Lettable Area (m^2)	115
Lease Commencement	1/10/2024
Lease Expiry	30/9/2028
Term	4 years
Options	NIL

Midland

Distance from Perth CBD

Location in Midland



Property Boundary

7 Financial Information

This section contains the following information (the **Financial Information**):

- Basis of Preparation
- Forecast Sources and Application of Funds
- Forecast Operating Profits and Distributions Statement
- Forecast Pro-forma Balance Sheet
- Key Accounting Policies
- Key Forecast Assumptions
- Sensitivity Analysis

7.1 Basis of Preparation

Financial Information has been presented in an abbreviated form, in so far as it does not include all the disclosures required by Australian Accounting Standards (including Australian Accounting Interpretations) adopted by the Australian Accounting Standards Board (AAS) or International Financial Reporting Standards (IFRS) applicable to annual financial reports prepared in accordance with the Corporations Act. The forecasts contained within the Financial Information have been prepared on the basis of the key accounting policies and best estimate assumptions set out in Sections 7.5 and 7.6 respectively and should be read in conjunction with the investment risks set out in Section 13.

The Responsible Entity believes the forecasts contained within the Financial Information are reasonable and are based on best estimate assumptions as set out in this Section. Although due care and attention has been taken in preparing the Financial Information many factors which affect the Financial Information are outside the control of the Responsible Entity or are not capable of being foreseen or accurately predicted. As such, actual results may differ materially from forecasts contained within the Financial Information. The first annual financial report will be prepared for the period starting from the commencement of the Fund and ending 30 June 2025.

The Financial Information has been prepared on the assumption that both Properties have been acquired by 6 June 2025 and the Target Subscription amount is raised. Forecasts have been prepared for the Fund for the period from 6 June 2025 to 30 June 2025 and for the financial year ending 30 June 2026.

7.2 Forecast Sources and Application of Funds

Source of Funds	($'000)
Equity Subscribed	9,725
Senior Debt	9,295
Total Sources	**19,020**

Application of Funds	($'000)
Property Acquisition	16,900
Property Acquisition Costs	853
Property Acquisition Fee	338
Financing Fees and Costs	279
Fund establishment Costs	235
Working Capital	300
Interest rate derivative	115
Total Application	**19,020**

7.3 Forecast Operating Profits and Distribution Statement

Set out below is the forecast cash operating profits and distributions statement for the Fund for the Forecast Period. The forecast operating profits and distributions statement should be read in conjunction with the best estimate assumptions and key accounting policies set out in Sections 7.5 and 7.6, and the investment risks set out in Section 13.

	Period ending 30 June 2025[20] $000	Financial year ending 30 June 2026 $000
Revenue and property expenses		
Rental income and recoverable property outgoings	106	1,622
Property expenses	(18)	(279)
Net property income	88	1,343
Other expenses		
Responsible Entity fee	(2)	(25)
Manager fee[21]	(0)	(47)
Administration costs	(3)	(46)
Borrowing costs	(27)	(414)
Operating profit available for distribution	**56**	**811**
Distributions paid/payable	**(53)**	**(802)**
(Shortfall) / Surplus	3	9
Forecast distributions per Unit (annualised rate)	8.25 CPU	8.25 CPU
Forecast tax advantaged component of distributions[22]	3.91 CPU	3.91 CPU

20. The forecast period is from 6 June 2025 to 30 June 2025 being the date it is assumed the Properties are acquired and the Bank Loan is drawn.
21. The Manager has agreed to waive the Manager fee for the first 7 months to December 2025. It has also agreed to only charge a reduced Manager fee of 0.55% for the second reporting period to June 2026.
22. Due to the availability of tax deductions for depreciation and building allowances, interest and some equity raising costs, distributions are forecast to be partly tax deferred for the Forecast Period. The amount of tax deferred distributions will vary over time. Further taxation information is set out at Section 11.

7.4 Forecast Pro-forma Balance Sheet

Set out below is the Forecast Pro-forma Balance Sheet of the Fund. The Forecast Pro-forma Balance Sheet assumes that all of the Properties have settled by the 6 June 2025, the Target Subscription Amount of $9,725,000 has been raised, and the Bank Loan is drawn to $9,295,000. The Forecast Pro-Forma Balance Sheet should be read in conjunction with the best estimate assumptions and key accounting policies set out in Sections 7.5 and 7.6, and the investment risks set out in Section 13.

Current assets	
Cash and cash equivalents	300
Total current assets	300
Non-current assets	
Investment property[23]	18,158
Interest rate derivative and finance establishment	199
Total non-current assets	18,357
Total assets	**18,657**
Non-current liabilities	
Borrowings[24]	9,295
Total non-current liabilities	9,295
Total liabilities	**9,295**
Net Assets	**9,362**
Equity	
Units issued	9,725
Fund establishment costs[25]	(363)
Net equity	**9,362**
No of Units issued ('000)	9,725
Net tangible asset value per Unit[26]	**0.96**

Balance Sheet Adjustments

Fair Value Adjustment[23]	(1,258)
Net tangible asset value per Unit (post adjustment)[27]	0.83

23. Investment property is included at fair value. All acquisition property costs and fees are effectively written off/expensed as part of the fair value adjustment.
24. Borrowings are shown net of the costs of establishing the Bank Loan which will be amortised as finance costs over the term of the facility.
25. Includes all equity related establishment costs of establishing the Fund, including the equity raising fee.
26. Net tangible asset value per Unit at cost (purchase price plus acquisition costs).
27. Net tangible asset value per Unit post adjustment of fair value.

7.5 Key Accounting Policies

Unless otherwise stated, the Financial Information has been prepared in accordance with the Corporations Act, the Constitution, AAS and IFRS. The Financial Information has been prepared on the basis of historical cost except for investment property which is carried at fair value.

INVESTMENT PROPERTY

Investment property comprises land, buildings and improvements and is held for long-term rental income. Investment property is initially recorded at cost, including costs of acquiring the property and subsequently revalued to fair value in accordance with the Key Forecast Assumption as set out in Section 7.6.

REVENUE RECOGNITION

Rental revenue from investment properties is recognised in accordance with the terms of the tenant lease which more closely correlates to how distributions are determined. This approach does not comply with AAS and IFRS which would require that:

- rental revenue is recognised on a straight-line basis over the lease term; and
- lease incentives granted are considered an integral part of the total rental revenue and are recognised as a reduction in rental income over the term of the lease on a straight-line basis.

Initial direct leasing costs incurred by the Fund in negotiating and arranging leases are recognised as an asset in the balance sheet as a component of the carrying amount of investment property.

BORROWINGS AND BORROWING COSTS

Borrowings are initially recognised at fair value, net of transaction costs incurred. Borrowings are subsequently measured at amortised cost using the effective interest rate method. Under this method fees, costs, discounts and premiums directly related to the borrowings of the Fund are spread over its expected life. Borrowing costs are shown net of payments received / receivable under interest rate derivatives.

INTEREST RATE DERIVATIVES

The Fund is exposed to changes in interest rates and may use interest rate derivatives (classified as derivative financial instruments) to hedge these risks. Such derivative financial instruments are initially recognised at fair value on the date on which an interest rate derivative is entered into. Derivatives are carried as assets when their fair value is positive and as liabilities when their fair value is negative. A swap premium amount is assumed and brought to account in the balance sheet.

FUND ESTABLISHMENT AND EQUITY ISSUE COSTS

Fund establishment and equity issue costs are recognised in the balance sheet as a reduction in the equity of the Fund.

GST

The Financial Information has been prepared net of recoverable GST.

7.6 Key Forecast Assumptions

The forecasts presented above are for the Forecast Period, based on the assumption that the Target Subscription will be satisfied and all Properties will be acquired, and are based on the Fund's Key Accounting Policies and the following material best estimate assumptions:

PROPERTY ACQUISITION AND FAIR VALUE ADJUSTMENT

The Properties are forecast to settle on 6 June 2025. The total costs shown below are treated as fair value adjustments to the Property value on the pro-forma balance sheet and account for the initial loss on fair value of $1,257,831.

Stamp Duty, legal and conveyance, other professional fees and due diligence costs	$919,831
Acquisition fee	$338,000
Total acquisition costs	**$1,257,831**

FUND EQUITY

The Target Subscription Amount is assumed to be subscribed by 30 May 2025 with all Units issued prior to acquisition of the Properties.

BANK LOAN

The Bank Loan is forecast to be drawn to $9,295,000 (55% of the purchase price) to fund settlement. The Bank Loan will have a fully drawn limit of $10,140,000 (60% of the purchase price) with further drawings on the Bank Loan available to fund future expenditure on the Properties. It is assumed the undrawn balance ($845,000) is not drawn during the Forecast Period. The terms of the Bank Loan are assumed to be as set out in Section 8.

BORROWING COSTS

The all-in cost of borrowing is assumed to be at an effective rate of 4.45% per annum for the Forecast Period. The all-in cost comprises the market interest rate on the drawn balance of the Bank Loan (which is 1.28% plus the 90 day BBSY rate) but will be capped at 2.75% per annum by the interest rate derivative for the Forecast Period) plus the line fee cost of 0.42% per annum on the total facility amount.

INVESTMENT PROPERTY

It is assumed the Properties are the only direct property acquired by the Fund.

NET PROPERTY INCOME

Net property income is the base rent and recoverable property outgoings received under the leases for each property less property outgoings paid. The main assumptions underlying the Fund's forecast net property income are:

- rents increases annually in accordance with each lease provisions. CPI has been assumed at an average of 3.0% per annum;
- in addition to rent the tenant must pay variable outgoings;
- there is no forecast tenant default during the Forecast Period;
- property outgoings consist of rates, taxes and other property outgoings in relation to the investment properties;
- property outgoings increase by CPI which has been assumed at an average of 2.0% per annum; and
- the Property acquisitions are forecast to settle on or around 6 June 2025. Hence, net property income is forecast to commence from settlement.
- For tenants with a lease that is due to expire during the term of the Fund, the following assumptions have been made:
    - If the tenant has an option to extend, that option will be exercised;
    - Market rent reviews are assumed based on information provided by each independent valuer for the relevant property valuation report. The relevant rents are adjusted to a market rate (based on an assumed market rate as at today but with 3% growth p.a) for each lease.
    - Any lease without an option is assumed to be converted to a new lease and therefore additional incentives, leasing fees and refurbishment costs are assumed. In addition an allowance of a 6 month letting up period has been included by way of a capital expenditure incentive allowance.

CAPITAL EXPENDITURE

owing procurement of a Technical Due Diligence report for each property, an allowance of $255,150 in both capital expenditure and repairs and maintenance has been forecast over the term of the Fund. These items are a non-recoverable cost from the current tenants. The proportionate amount of repairs and maintenance is forecast to be expended in the earlier years (being years 1 and 2) to assist in improving each Property. Majority of the capital expenditure is in years 3-5 primarily relating to replacement of electrical and mechanical systems due to end of life cycle projections.

TAX DEFERRED DISTRIBUTIONS

Distributions will be partly tax deferred due primarily to the availability of tax deductions for depreciation, building allowances, interest and some capital raising costs. Tax deductions for depreciation and building allowances have been forecast based on estimated rates which will be confirmed by a qualified quantity surveyor.

GST

The Fund is registered for GST and will generally be able to claim input tax credits in respect of GST paid on a quarterly basis.

FEES

Fees payable to the Responsible Entity and the Manager are in accordance with the fees outlined in Section 9.

No payment of a performance fee has been assumed during the Forecast Period.

PRO-FORMA ADJUSTMENTS

The Forecast Pro-forma Balance Sheet (Section 7.4) has been prepared assuming the following transactions take place on 6 June 2025:

- Purchase of the Properties for $16,900,000;
- The Bank Loan of $9,295,000 is drawn and establishment costs of $74,022 are paid;
- Cost to secure the interest rate derivative of $115,258 is paid;
- The issue of 9,725,000 Units at $1.00 per Unit to raise $9,725,000;
- Fund establishment and associated due diligence costs of $230,139 are paid; and
- Revaluation of the Properties on settlement and recognition of a fair value adjustment of $1,257,831.

IRR

The Forecast IRR for the Initial Term of the Fund is 12.4%.

7.7 Sensitivity Analysis

The forecasts have been based on certain economic and business assumptions about future events. The Responsible Entity and the Manager consider the distributions during the Forecast Period are likely to be achieved given the certainty of net rental income and the interest expense. Importantly, the Properties are fully leased with a combined weighted average lease expiry of 3.7 (years by income) via multiple leases across geographically diverse medical centres located in Western Australia.

However, the forecast operating profit available for distribution and distributions paid / payable for each period during the Forecast Period are sensitive to a number of factors.

A summary of the possible impact of some different outcomes in the key assumptions underlying the forecasts is set out in the table below. However, the disclosed movements in these key assumptions are not intended to be indicative of the complete range of variations that may occur.

VARIABLE	EFFECT
Change in interest rates	The Manager intends to lock in an interest rate derivative that will set the base rate that the market rate of interest is calculated on the $9,295,000 of the Bank Loan to no more than 4.45% per annum over the first 2 years of the Fund. Therefore, increases in the market interest rate above 4.45% per annum during the Forecast Period are not likely to impact distributions to Unitholders. However, following the expiry of the interest rate derivative any fluctuations in the assumed market interest rates could impact projected returns. If the market interest rate were to increase by 25 basis points, then this would lead to a decrease in the annual operating profit available for distribution in years 3 and 4 of the Fund term of $23,238 and $23,237 respectively, which represents a decrease in distribution of respectively of 0.0025 and 0.0025 cents per Unit per annum.
Assumed Market Rents	The Manager has assumed that for each tenant with a lease that is due to expire during the term of the Fund, that if the tenant has an option they exercise it and the associated rents at the time of exercising are based on information provided by each independent valuer for the relevant property valuation report. The relevant rents have then been adjusted to a market rate (based on an assumed market rate as at today but with 3% growth p.a) for each lease. If the assumed market rents were to decrease by 5%, then this would lead to a decrease in the annual operating profit available for distribution in respect to year 4 of the Fund term of $23,397, which represents a decrease in distribution of respectively of 0.0025 cents per Unit per annum.
Terminal Value	The Manager has assumed that the terminal value at the end of the Fund term is capitalised on a terminal value capitalised rate of 6.65%. If the assumed terminal value capitalisation rate were to increase by 20 basis points, then this would lead to a decrease in the terminal value and therefore decrease the available proceeds from disposal of the properties for distribution. This would reduce the IRR from the assumed 12.4% per annum to 11.66% per annum.

8 The Fund

THE OFFER

The Responsible Entity aims to raise the Target Subscription of $9,725,000 through the issue of Units under this PDS.

The Offer opens on the date of this PDS. The Responsible Entity expects to close the Offer on 30 May 2025. The Responsible Entity reserves the right to extend the Offer or close the Offer early.

Units under this offer are expected to be issued in June 2025.

Its not anticipated that additional Units are expected to be issued after the end of the Offer Period. If however only the Minimum Subscription is reached and the Responsible Entity is seeking to reach the Target Subscription amount it may result in the additional Units be issued after the Offer Period.

MINIMUM SUBSCRIPTION

The Minimum Subscription is $8,873,000. If the Minimum Subscription is not achieved within 4 months of the PDS Date, the Units will not be issued and the Responsible Entity will repay all monies received from applicants within seven days after that date or such later date as may be permitted by the Corporations Act.

If only the Minimum Subscription amount is raised its assumed that the initial debt will be made at an LVR of 60%. The intent will be to raise further equity to reduce the LVR to 55% following settlement.

INVESTMENT CONDITIONS

Acquisition of both Properties is subject to a number of conditions precedent. Satisfying the Minimum Subscription and the Madeley Settlement Condition receiving the Bank Loan on acceptable terms (as described in Section 8 under 'Borrowing Facilities – Bank Loan') are conditions for the acquisition of both the Madeley Property and the Midland Property. If the Minimum Subscription is satisfied but the Madeley Settlement Condition is not satisfied, the Fund will not proceed with the acquisition of either Property.

These are the Investment Conditions, which if only the Minimum Subscription is raised, means that the acquisition of the Properties can proceed with the LVR at 60%.

For the tables below, refer to the 'Minimum' column for information about the Fund where the Properties are acquired at the Minimum Subscription with the LVR at 60%.

For information about the Fund when the two Properties are acquired at the Target Subscription with an LVR of 55%.

Sources and Uses comparing both the Target and Minimum Subscription amounts:

Subscription	Target	Minimum
Source of Funds	**($'000)**	**($'000)**
Equity Subscribed	9,725	8,873
Senior Debt	9,295	10,140
Total Sources	**19,020**	**19,013**

Application of Funds	($'000)	($'000)
Property Acquisition	16,900	16,900
Property Acquisition Costs	853	853
Property Acquisition Fee	338	338
Financing Fees and Costs	279	261
Fund establishment Costs	235	235
Working Capital	300	300
Interest rate derivative	115	126
Total Application	**19,020**	**19,013**

Return Profile comparing both the Target and Minimum Subscription amounts during the first reporting period, ending 30 June 2025 (forecast period is for the part month from 6 June 2025 being the date it is assumed the Properties are acquired and the Bank Loan is drawn):

Subscription ($'000)	Target	Minimum
Net Property Income	88	88
Expenses	-32	-35
Operating Profit	**56**	**53**
Distribution Amount	53	48
Forecast Distribution per unit (annualised)	8.25	8.25

Return Profile comparing both the Target and Minimum Subscription amounts during the second reporting period, ending 30 June 2026:

Subscription ($'000)	Target	Minimum
Net Property Income	1,343	1,343
Expenses	-532	-568
Operating Profit	**811**	**775**
Distribution Amount	802	732
Forecast Distribution per unit (annualised)	8.25	8.25

ISSUE PRICE

Units will be issued at $1.00 per Unit.

MINIMUM INVESTMENT

The minimum investment is $20,000 or such lesser amount as the Responsible Entity may in its discretion accept.

INVESTMENT TERM

The Investment Term will commence from the Issue Date. The initial term of the Fund is a minimum of 5 years from the Issue Date, subject to the Unitholders voting to wind up the Fund prior to this date. If the Properties are not sold, or a sales process commenced, prior to the fifth anniversary, the term of the Fund may be extended at the mangers discrection for a period of up to 12 months or by a Special Resolution of Unitholders. While it is not the intention of the Responsible Entity, the Properties may be sold before the end of the term of the Fund, but only if the Responsible Entity considers it to be in the best interests of Unitholders.

The Fund may continue despite the sale of a Property. Provided that one Property remains an asset of the Fund, the Fund remains operational until the term of the Fund expires.

Upon the end of the term of the Fund, the Responsible Entity and the Manager must seek to sell the Properties within a reasonable timeframe considering the market whilst also considering obtaining a good price in the interests of Unitholders. Upon the sale of all Properties, the Fund will be wound up once all Fund liabilities are discharged and all Units are redeemed.

DISTRIBUTIONS

The Fund is expected to earn income from the rent received from the leases associated with the Properties. The Fund may also make capital gains or incur losses from the sale of the Properties.

The Responsible Entity will estimate profits available for distribution on a regular basis and will pay distributions quarterly taking into account that estimate. The Fund expects to distribute taxable income, including the potential for net capital gains, each financial year. Further taxation information is contained in Section 11.

Distributions are calculated in cents per Unit and are expected to be paid within 10 days after the end of each quarter based on the number of days in the month a Unitholder holds Units in the Fund.

Distributions will not be able to be reinvested for additional Units.

The Responsible Entity does not guarantee any particular level of distributions.

Any forecast distributions are not guaranteed and may be reduced or not paid if the profit from operations is less than forecast or if other unforeseen events occur. The risks associated with distributions, including "Variable Distributions" are outlined in Section 13.

Further information on forecast distributions and the calculation of profit available for distribution is contained in the forecast in Section 7.

The Responsible Entity is forecasting distributions (as measured against the Issue Price) of 8.25% per annum (annualised) for the first financial period of the Fund ending 30 June 2025 and 8.25% in respect to the financial year ending 30 June 2026. The Fund is targeting average distributions of over 8.4% per annum for the investment term of five years (based on the Target Subscription being raised).

The forecasts and investment objective are predictive in nature and have been determined based on a number of underlying assumptions (please refer to Section 7 for further information). As such, returns may be affected by incorrect assumptions or by known or unknown risks and uncertainties and may differ materially from results ultimately achieved.

Returns are not guaranteed.

CUSTODIAN

Perpetual Corporate Trust Limited (**Perpetual** or **Custodian**) has been appointed custodian of the Fund. Further details on this appointment has been included in Section 14.

BORROWINGS

The purchase of the Properties will be partly funded by borrowings, which will be secured against the Properties (held in sub-trusts) and the Fund's assets. The Fund's borrowings will be non-recourse to Unitholders. Borrowing by the Fund is known as gearing.

Repayment of borrowings ranks ahead of Unitholders' interests in the Fund and payment of interest on borrowings must be funded prior to any distributions being made to Unitholders. As a result, the borrowing policy of the Fund is an important factor to consider.

Once borrowings are in place, the Fund does not intend to undertake any additional borrowings which would increase the gearing ratio of the Fund above a 60% LVR. Further, the Responsible Entity will seek to maintain the Interest Cover Ratio above 1.5 times.

There are risks involved in investing in a geared Fund because while gearing magnifies profits, it also magnifies losses as outlined at "Borrowings" in the Investment Risks Section 13.

BORROWING FACILITIES - BANK LOAN

The Responsible Entity intends to combine funds raised under this Offer and a Bank Loan to complete the purchase of the Properties. At the date of this PDS, the Responsible Entity has approved terms from a major Australian bank and aims to finalise terms for a facility of up to $10,140,000 (60% of the Property purchase price) for a term of up to three years. The facility is expected to have a line fee cost of 0.42% per annum on the total amount of the facility plus the market rate of interest on the drawn amount of the facility. An amount of $9,295,000 will be drawn on the facility for settlement and the balance will be available for expenditure on the Properties or by the Fund subject to the terms of the facility agreement. The final agreed terms of the Bank Loan will be determined by negotiation between the financier and the Manager and may be different to those disclosed. Based on the indicative terms received, the Manager is confident of being able to finalise a Bank Loan on reasonable terms which are not materially different from those described in this PDS, but there can be no guarantee that this will be achieved. The Offer will only proceed if a Bank Loan is resolved on acceptable terms, these being a maximum LVR of 60%.

Application Money and the interest thereon will be returned to applicants should the Offer not proceed.

It is important to note the Fund's Constitution and the Corporations Act give Unitholders certain powers. In particular, the requisite number of Unitholders can call a meeting to consider resolutions to amend the Constitution, terminate the Fund or change the Responsible Entity. It is possible that under the terms of the proposed facility the financier will require provisions which mean the exercise of those powers without the consent of the bank may lead to events of default under the facility and in certain circumstances will give the bank rights to, amongst other things, call for immediate repayment of the amounts outstanding.

INTEREST RATE HEDGE

A portion of funds raised under the Offer have been allocated to secure an interest rate derivative which will limit the market interest rate (excluding line fees) on $9,295,000 of the Bank Loan to no more than 4.45% per cent per annum for a period from 30 May 2025 to 30 May 2027. The interest rate derivative cost allowance is $115,258.

GEARING RATIO

The gearing ratio indicates the extent to which the Fund's assets are funded by borrowings. The gearing ratio gives an indication of the potential risks faced by the Fund as a result of its borrowings due to, for example, an increase in interest rates or a decrease in property values.

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

The Fund's gearing ratio at Settlement is expected to be 55%.

The Bank Loan is expected to have a LVR covenant which requires the amount borrowed to be no greater than 60% of the Property value at any time. At the date of this PDS, the Manager estimates the Property would have to fall in value by 5% to breach this covenant.

The Fund does not have any off-balance sheet financing. See Section 13 for additional information on the risks associated with borrowings.

INTEREST COVER RATIO (ICR)

The interest cover ratio measures the ability of the Fund to meet its interest payments on borrowings from its earnings. The level of interest cover gives an indication of the Fund's financial health. A higher number indicates greater available funds from which to pay interest costs and distributions. It is a key measure of the risks associated with the Fund's borrowings and the sustainability of borrowings.

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

For the first full financial reporting period to 30 June 2026 the Interest Cover Ratio for the Fund, calculated in accordance with the formula above, is expected to be 3.25 times or 2.98 times if only the Minimum Subscription is raised.

The Bank Loan is expected to have an ICR covenant of 1.5 times the interest expense for a testing period. At the date of this PDS (based on the Target Subscription amount), the Manager estimates the EBITDA of the Fund would have to fall by 53.79% or interest expense increase by 116.40% to breach this covenant in respect to the first financial period to 30 June 2026. The interest cover ratio may change, for example if there is a change in the borrowing amount, rental income or interest cost. See Borrowing in Section 13 of the PDS for further information on the potential impact of adverse changes in the interest cover ratio.

VALUATION POLICY

The Responsible Entity has a documented valuation policy for the Fund. Unitholders can obtain a copy of the policy free of charge upon request.

Key elements of the current valuation policy are:

- independent valuations are to be carried out by appropriately qualified valuers, who maintain membership with the Australian Property Institute;
- valuers are to undertake their valuation in accordance with open market industry standards;
- property must be valued before acquisition by an independent valuer;
- where practical, the Properties will be independently valued periodically in accordance with the Valuation Policy;
- the Responsible Entity may determine an asset's value subsequent to acquisition without using an independent valuer by applying the fair value principles within its own financial modelling calculation;
- an independent valuation must be obtained within two months after the Responsible Entity forms a view that there is a likelihood that there has been a material change in the value of the Properties; and
- no independent valuation firm should be engaged to perform valuations more than three times in succession or for a continuous period of 6 years on the same property.

NET TANGIBLE ASSET PER UNIT

The Fund's net tangible assets (**NTA**) shows the value of the Fund's NTA on a per Unit basis. This amount can be used as an approximate measure of what a Unitholder could expect to receive per Unit held (before selling costs) if the Fund was wound up at that particular point in time. Therefore, to the extent that the NTA at any time is less than the price paid for a Unit, it is also an approximate measure of the risk of a capital loss. NTA is calculated using information from the forecast pro-forma balance sheet of the Fund (found in Section 7) which assumes, amongst other things, that the Target Subscription Amount has been raised. The NTA is calculated in accordance with the following formula:

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

As at the date of this PDS, the Fund has a forecast NTA (at cost) per Unit of $0.96, following Settlement (projected to be the same on an 'at cost' basis if only the Minimum Subscription amount is raised). The forecast pro-forma balance sheet in Section 7 should be read in conjunction with the best estimate assumptions and key accounting policies set out in Section 7 and the investment risks in Section 13.

REDEMPTIONS AND LIQUIDITY

The initial term of the Fund is a minimum of 5 years from the Issue Date. If the Property is not sold, or a sales process commenced, prior to the fifth anniversary, the term of the Fund may be extended at the Manager's discretion for a period of up to 12 months or for a further period by a Special Resolution of Unitholders. The Responsible Entity does not intend to offer redemption opportunities for holders of ordinary Units prior to the sale of the Properties and the winding up of the Fund.

TRANSFERRING UNITS

A Unitholder may request to transfer Units in the Fund by providing the Responsible Entity with a completed standard transfer form signed by both the transferor and transferee. The Responsible Entity has the right to decline transfer requests in its absolute discretion including when a transfer:

- is not completed correctly;
- would result in the transferor or transferee holding less than the Minimum Investment; and
- would result in any one Unitholder holding more than 20% of Units or any individual non-resident Unitholder holding more than 10% of Units.

Tax and stamp duty implications could be associated with the transfer of Units. Unitholders should discuss their circumstances with their professional adviser before requesting a transfer.

LABOUR STANDARD OR ENVIRONMENTAL, SOCIAL OR ETHICAL CONSIDERATIONS

As the Units are a managed investment product, the Fund must disclose the extent to which labour standards or environmental, social or ethical considerations are taken into account in the selection, retention or realization of an investment. The Responsible Entity does not directly take into account labour standards, environmental, social or ethical considerations in selecting, retaining or realising an investment.

RELATED PARTY TRANSACTIONS

The Responsible Entity maintains and complies with a written conflict of interest policy that governs the way in which conflicts of interests are managed. The Responsible Entity applies this policy to transactions it enters with related parties and the appointment of related party entities is made on arm's length commercial terms. Decisions in relation to any conflict of interest and related party transactions are documented and compliance with these policies is monitored in accordance with the Fund's Compliance Plan.

Vesta has incurred various costs on behalf of the Fund and will be entitled to be reimbursed in accordance with the terms of the Management Agreement.

Vesta is not a related party of the Responsible Entity but has a pre-existing relationship with the Responsible Entity and has been appointed as the manager of the Fund.

Whilst not related party transactions under the Corporations Act, transactions with Vesta and its related parties are reviewed and approved by senior management and the Responsible Entity's board of directors (or a sub-committee of the board, in accordance with this conflict of interest policy.

The Responsible Entity has appointed Vesta to provide the following services:

- Property facilities management, leasing services and capital works services in relation to the Properties; and
- Accounting, registry and related services to the Fund.

Vesta will provide the services to the Fund under the Management Agreement detailed below. The appointment of Vesta is not exclusive, and Vesta may engage external service providers to undertake some or all of the functions noted in the Management Agreement. Although this is not a related party appointment, the appointment of Vesta as manager of the Fund has been done in accordance with the Responsible Entity's policies and has been made on arm's length commercial terms.

INTEREST ON APPLICATION MONEY

Subscribers will apply for Units with a total subscription price of $1.00 per Unit with the full subscription amount due on application. Application Money is to be deposited to the Applications Bank Account. Following the close of the Offer or the Offer not proceeding and after interest has been credited to the Applications Bank Account, any interest earned on application money will be paid to applicants within seven days after that date or such later date as may be permitted by the Corporations Act.

APPLICATIONS

In accordance with the Constitution for the Fund, the Responsible Entity may accept or reject an application for Units in its absolute discretion. Valid applications require the initial amount on application to have been received by the Responsible Entity with all supporting information. (See Section 16).

COOLING OFF

There is no "cooling off" period relating to an application.

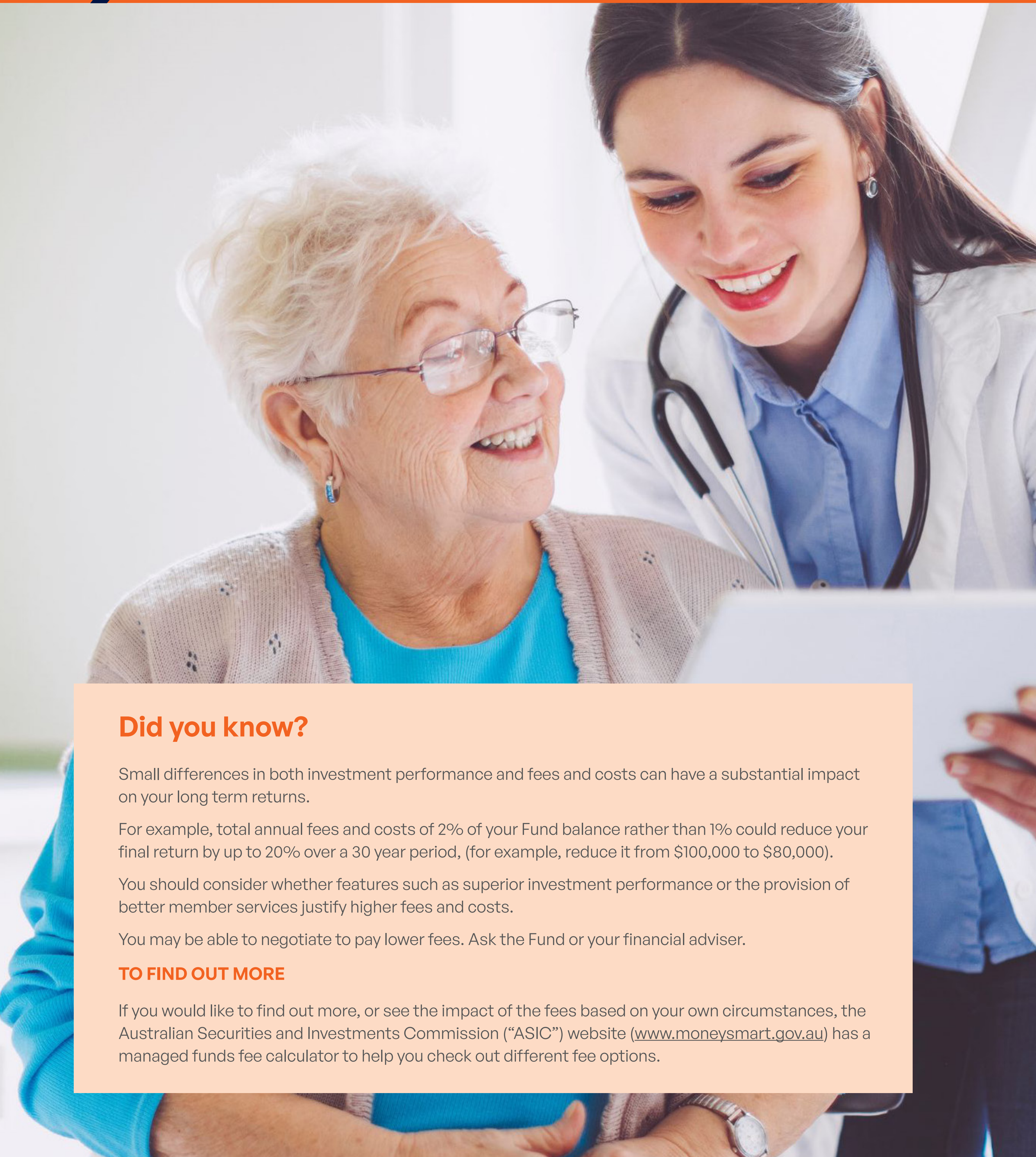
Summary of ASIC Disclosure Principles and Benchmarks

The tables below show a summary of ASIC's Regulatory Guide 46 disclosure benchmarks and principles, which must be included in the PDS to help ensure you have the information to make an informed investment decision. The table below outlines whether the Responsible Entity complies with each benchmark and disclosure principle and shows where further relevant information is set out in the PDS. The Responsible Entity aims to publish periodic updates on the benchmarks at the website for the Fund (www.vestafunds.com.au):

DISCLOSURE PRINCIPLES AND BENCHMARKS	DOES THE FUND MEET THE BENCHMARK / DISCLOSURE PRINCIPLE?	SECTIONS
Gearing Policy ***Disclosure Principle 1 and 3*** ***Benchmark 1*** This relates to the extent to which the Fund's assets are funded by interest bearing liabilities.	The Fund meets the benchmark. The Fund maintains and complies with a written policy that governs the level of gearing at an individual credit facility level. It utilises and discloses the gearing ratio and discloses the Fund's borrowing.	2 & 7
Interest cover ratio ***Disclosure Principle 2*** ***Benchmark 2*** This relates to how the Fund's cost of liabilities (interest cover) is maintained.	The Fund meets the benchmark. The Fund maintains and complies with a written policy that governs the level of interest cover for the Fund at an individual credit facility level and discloses the interest cover ratio.	2, 7 & 8
Interest capitalisation ***Benchmark 3*** This benchmark states that the interest of the Fund should not be capitalised.	The Fund meets the benchmark. The interest expense of the Fund is not capitalised.	7
Portfolio Diversification ***Disclosure Principle 4*** This disclosure principle relates to disclosure around the level of diversification in a portfolio.	The Fund meets the benchmark. The Fund maintains and complies with a written policy that governs the valuation of the real property assets of the Fund	7
Valuation policy ***Benchmark 4*** This benchmark addresses the way in which valuations are carried out on the Fund's assets. The benchmark requires the Responsible Entity to maintain and comply with a written valuation policy that meets ASIC's minimum requirements.	The Fund meets the benchmark. The Fund maintains and complies with a written valuation policy compliant with ASIC requirements.	8

DISCLOSURE PRINCIPLES AND BENCHMARKS	DOES THE FUND MEET THE BENCHMARK / DISCLOSURE PRINCIPLE?	SECTIONS
Related party transactions ***Disclosure Principle 5*** ***Benchmark 5*** This disclosure principle and benchmark relates to the Responsible Entity's policy for related party transactions and how this is disclosed to Unitholders. This benchmark requires the Responsible Entity to maintain and comply 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 Fund meets the benchmark. The Responsible Entity maintains and complies with a written policy on related party transactions, including the assessment and approval processes for such transactions and arrangements to manage conflicts of interest.	8 & 14
Distribution practices ***Disclosure Principle 6*** ***Benchmark 6*** This disclosure principle and benchmark relates to the source of distributions. This benchmark requires the Fund to only pay distributions from its cash from operations (excluding borrowings) available for distribution, unless otherwise disclosed by the Responsible Entity.	The Fund does not meet the benchmark. The benchmark requires that distributions will only be paid from cash from operations (excluding borrowings). While the Responsible Entity expects to pay distributions sourced from profits from operations over the life of the Fund, in the short term it may from time-to-time use working capital or cash from operations not distributed in a prior period to smooth distributions. The partial payment of distributions from working capital allows the Fund to smooth distributions between periods. The Responsible Entity considers the Fund's distributions to be sustainable from the Fund's available cash resources for at least 12 months into the future. The risks which impact distributions are set out in Section 13.	2, 7 & 8
Withdrawal arrangements ***Disclosure Principle 7*** This disclosure principle addresses disclosure of withdrawal arrangements within the Fund.	The Fund meets the benchmark. The Fund is an illiquid investment. The Responsible Entity does not intend to offer redemption opportunities for holders of ordinary Units prior to the sale of the Properties and the winding up of the Fund.	8 & 14
Net Tangible Assets ***Disclosure Principle 8*** This disclosure principle addresses disclosure of the net tangible asset (NTA) backing per Unit of the Fund.	The Fund meets the benchmark. The Responsible Entity has disclosed the estimated NTA per Unit in pre-tax dollars.	2, 7 & 8

9 Fees and Costs



Did you know?

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

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

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

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

TO FIND OUT MORE

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

FEES AND OTHER COSTS

This table 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 the Fund as a whole. Taxation information is set out in Section 11. You should read all of the information about fees and costs because it is important to understand their impact on your investment. The fees and costs set out below are net of GST (i.e. net of the amount of GST recoverable from the Australian Tax Office as input tax credits or reduced input tax credits).

TYPE OF FEE OR COST	AMOUNT	HOW AND WHEN PAID
Management fees and costs The fees and costs of managing your investment.		
On-going annual fees and costs[10]		
	i. On-going Fund Management fee of 0.65% per annum of the Fund's Gross Assets[11].	Calculated and payable to the Manager within fourteen days of the end of each calendar month from the Fund's assets.
	ii. On-going administration costs (excluding Abnormal Expenses) estimated to be 0.26% of the Fund's Gross Assets for the current financial year adjusted to reflect a 12-month period.	Payable when incurred. If expenses are initially paid by the Responsible Entity or Manager in their own right, the Responsible Entity or Manager is entitled to be reimbursed upon presentation of relevant invoices. Paid from the Fund assets
	iii. Administration fee estimated to be 0.15% of the Fund's Gross Assets for the current financial year adjusted to reflect a 12-month period.	Initial fee of $25,000 payable following the issue of the Units plus an ongoing administration fee of $25,000 per annum (subject to a fixed increase of 1.5% per annum) payable monthly in arrears.
One-off fees and costs[12]		
	iv. Acquisition fee estimated to be 2.00% of the Fund's Gross Assets for the current financial year adjusted to reflect a 12-month period.	Acquisition fee of up to 2.00% of the agreed contract price of any real property acquired by the Fund. The acquisition fee is payable within seven days after settlement of each property. Paid from the Fund's assets.
	v. Equity raising fee estimated to be 1.05% of the Fund's Gross Assets for the current financial year adjusted to reflect a 12-month period.	Equity raising fee of 2.00% of the Fund's Subscription Amount raised. Payable from the Fund's assets following the issue of Units.
Performance fees[13] Amounts deducted from your investment in relation to the performance of the product.		
	vi. Estimated to be nil for the current financial year adjusted to reflect a 12-month period. See Additional Explanation of Fees and Costs.	Calculated as 20% of the Fund's outperformance above 10% IRR. Performance Fee is payable after a calculation date event occurs. Paid from the Fund assets.
Transaction Costs[14] The fee incurred by the Fund when buying the assets.		
	vii. Estimated to be 6.44% of the Fund's Gross Assets for the current financial year adjusted to reflect a 12-month period.	Transaction costs include the costs such as Stamp Duty (paid at settlement), due diligence costs, legal and tax advice, fund establishment and other settlement related costs. Transaction costs are paid from the Fund's assets when incurred.

10. Fees and costs set out in this section may be negotiated or waived by the Responsible Entity. See 'Differential Fees' and 'Waiver or Deferral of Fees' for more detail.
11. The amount of Gross Assets is determined using the proforma balance sheet in Section 7. The Manager has agreed to waive the Manager fee for the first 7 months to December 2025. It has also agreed to only charge a reduced Manager fee of 0.55% for the second reporting period to June 2026.
12. See "Acquisition Fee" and "Equity Raising Fee" for more detail.
13. See "Performance Fee" for more detail.
14. See "Transaction Costs" for more detail. The transaction costs that will be incurred in the first year of the Fund include costs associated with the acquisition of the Properties. The Fund is not expected to acquire additional real property (assuming the Properties are acquired around start of June 2025), which will limit further transaction costs after the first financial year and before the Properties are sold. When the Fund sells the Properties, further transaction costs related to the sale are expected such as agent commissions, marketing costs and legal fees, which will all be payable from the assets of the Fund.

Fees and Costs continued

ASIC provides a fee calculator on www.moneysmart.gov.au, which you may use to calculate the effects of fees and costs on account balances.

Member activity related fees and costs (fees for services or when your money moves in or out of the Fund)[15]		
Establishment fee: This is the fee to open your investment.	Nil	Not applicable
Contribution fee: The fee on each amount contributed to your investment.	Nil	Not applicable
Buy-sell spread: An amount deducted from your investment representing costs incurred in the transaction by the Fund.	Nil	Not applicable
Withdrawal fee: The fee on each amount you take out of your investment.	Nil	Not applicable
Exit fee: The fee to close your investment.	Nil	Not applicable
Switching fee: The fee for changing your investment options.	Nil	Not applicable

15. Advice fees agreed between you and your financial adviser, and other service fees, may apply to your investment in the Fund. See Section 9 for further details about the advice fees that may be payable.

EXAMPLE OF ANNUAL FEES AND COSTS FOR AN INVESTMENT IN THE FUND

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

EXAMPLE:
VESTA MEDICAL PROPERTY FUND

	AMOUNT[16]	BALANCE OF $50,000
Contribution fees	Nil	You will not be charged a contribution fee.
PLUS On-going Management fees and costs	1.25%	And, for every $50,000 you have in the Fund it is estimated you will be charged or have deducted from your investment $622 each year[17].
PLUS Initial One-off Management fees and costs	5.68%	And, for every $50,000 you have in the Fund it is estimated you will be charged or have deducted from your investment $2,840 in the Fund's first year[18].
PLUS Performance fees	0.00%	And, it is estimated you will be have zero dollars deducted from your investment for performance fees in the Fund's first year[19].
PLUS Transaction costs	11.60%	And, it is estimated you will be charged or have deducted from your investment $5,370 in Transaction Costs for the Fund's first year[20].
EQUALS cost of Fund		If you had an investment of $50,000 at the beginning of the year, you would be charged fees and costs of $9,266[21]. What it costs you will depend on the investment option you chose and the fees you negotiate[22].

16. These figures have been rounded to two decimal places where appropriate. These amounts represent the percentage of the Fund's estimated management fees and costs, performance fees and transaction costs to the Fund's total average net assets for the Fund's first year (on the basis the Target Subscription amount is raised). These amounts change over time as the costs of managing the Fund change.
17. The Manager has agreed to waive the Manager fee for the first 7 months to December 2025. It has also agreed to only charge a reduced Manager fee of 0.55% for the second reporting period to June 2026.
18. The one-off management fees and costs that will be incurred in the first year of the Fund include the acquisition fee and the equity raising fee.
19. Calculated by reference to the responsible person's reasonable estimate of the performance fee for the current financial year adjusted to reflect a 12 month period.
20. The transaction costs that will be incurred in the first year of the Fund include costs associated with the acquisition of the Properties. It is important to acknowledge that some of these costs are only payable in respect of the property acquisition (such as stamp duty, fund establishment and due diligence costs) and will not be payable on an ongoing basis. The Fund is not expected to acquire additional real property (assuming the two Properties are acquired in June 2025), which will limit further transaction costs after the first financial year and before the Properties are sold. When the Fund sells the Properties, further transaction costs related to the sale are expected such as agent commissions, marketing costs and legal fees, which will all be payable from the assets of the Fund.
21. Unitholders are not able to make ongoing contributions to their investment during the term of the Fund.
22. Additional fees may apply.

Additional Explanation of Fees and Costs

ONGOING MANAGEMENT FEES AND COSTS

These fees and costs are paid by the Fund and therefore indirectly by you in proportion to your investment in the Fund.

MANAGEMENT FEES

The Manager will receive a fee for managing and overseeing the Fund's operations. The Manager is entitled to a fee of 0.65% per annum of the Fund's Gross Assets. The management fee is calculated and payable to the Manager within fourteen days of the end of each calendar month from the Fund's assets. The Manager has agreed to waive the Manager fee for the first 7 months to December 2025. It has also agreed to charge a reduced fee of 0.55% for the second reporting period to June 2026.

ONGOING ADMINISTRATION COSTS

The Fund will incur administration costs such as audit costs, custodial fees, compliance committee costs, accounting/tax/ legal advice, bank charges, printing and stationery costs, postage and registry fees.

The Responsible Entity estimates these to be 0.27% of the Fund's Gross Assets for the current financial year adjusted to reflect a 12-month period (i.e., $26.92 out of every $10,000 of the Fund's Gross Assets, assuming the Target Subscription amount is raised).

ABNORMAL EXPENSES

The Responsible Entity is entitled to be paid or reimbursed from the Fund for abnormal expenses, such as the cost of Unitholder meetings, legal costs of any proceedings involving the Fund and terminating the Fund. Whilst it is not possible to estimate such expenses with certainty, the Responsible Entity anticipates that the events that give rise to such expenses will rarely occur.

REIMBURSEMENT OF EXPENSES

The Responsible Entity is entitled, under the Constitution, to be reimbursed for all expenses and liabilities (which include the ongoing administration expenses and Abnormal Expenses referred to above) which it may incur in the proper performance of its duties under the Constitution. In addition to the ongoing administration and Abnormal Expenses, these expenses include (but are not limited to):

- costs, charges and expenses of establishing the Fund and the Constitution including the preparation, due diligence, registration, promotion and distribution of any product disclosure statement, reference guide or offering memorandum in respect of the Fund;
- costs, charges and expenses incurred in connection with the acquisition of any assets of the Fund;
- costs, charges and expenses of maintaining and improving any assets of the Fund;
- fees and expenses of the auditors;
- costs, charges and expenses incurred in connection with the borrowing of monies on behalf of the Fund;
- fees and expenses of any approved valuer or other expert engaged by the Fund;
- costs of convening and holding any meeting of Unitholders;
- expenses incurred in connection with the keeping and maintaining of accounting and financial records and registers including the register of Unitholders;
- costs, charges, expenses and disbursements paid or payable to the Manager;
- costs, charges, expenses and disbursements paid or payable to the Custodian;
- fees incurred in arranging finance or refinancing debt;
- fees and expenses in connection with any audit of the compliance plan; and
- any underwriting fees in respect of the issue of any Units or other costs incurred in connection with the issue of Units under any offer.

Pursuant to the Management Agreement, the Manager has the right to be reimbursed by the Responsible Entity out of the assets of the Fund for any expenses that it incurs in the proper performance of its duties.

PERFORMANCE FEE

As an incentive to maximise returns to Unitholders, the Manager will receive a fee equivalent to a 20% share of outperformance of the Fund's equity over a target IRR of 10% per annum for a performance calculation period. Payment of a performance fee is to be made after a calculation date event occurs, which may be:

- the date of removal of a Responsible Entity in accordance with section 601FM of the Corporations Act;
- the date of appointment of a new Responsible Entity following the retirement of a Responsible Entity under section 601FL of the Corporations Act;
- the date that a meeting of Unitholders is requisitioned by the issue of a notice of meeting containing resolutions that, if approved, would adversely impact on the Responsible Entity's entitlement to, or the quantum of, fees payable under the Constitution;
- the date that a resolution is passed by Unitholders to extend the investment term of the Fund beyond the term set out in this PDS or a subsequent date approved by Unitholders;
- the date on which a distribution is to be made under this constitution following termination of the Fund or after the completion of the sale of any real property asset held by the Fund(or any Controlled Entity of the Fund).

The first performance calculation period commences when Units are issued pursuant to this PDS and concludes at a calculation date. The Fund may have multiple performance calculation periods. Each subsequent performance calculation period shall commence on the day after the immediately preceding performance calculation period and end on the next performance calculation date.

If a performance fee is paid in respect of an earlier performance fee period, then any subsequent underperformance in a later period does not require the Manager to rebate any fees which it has received in respect of a prior period.

At the date of this PDS, the Responsible Entity reasonably estimates the performance fee accrued for the current financial year adjusted to reflect a 12-month period is 0.00%. The Fund's future performance (and therefore the performance fee accrued) may be different in future years. The full terms for calculation and payment of a performance fee are set out in the Constitution. Performance fees are an additional cost of investing to untiholders.

Performance fee example

This example is provided for information purposes only to illustrate the calculation of the performance fee. Actual results may vary significantly from those in this example.

Assuming the Fund:

- raised the Target Subscription;
- paid a monthly distribution that averaged 8.4 cents per Unit for five years;
- realised on sale of the Properties at the fifth year, an amount that equates to $22.3 million equity for Unitholders; and
- the Fund equity IRR is 12.4% per annum based on these cashflows.

The amount of the outperformance above the hurdle IRR of 10% per annum would be $2,003,041 and the Manager would be entitled to a performance fee of $400,608 (being 20% of the $2,003,041).

Based on the above example, for a Unitholder that subscribed for $50,000, the performance fee would equate to $2,065 and the sum of distributions received and the amount realised from the sale of the Property after all fees would be $85,302.

TRANSACTION COSTS

Transaction costs are costs incurred by the Fund for dealing with the Fund's assets. These costs include due diligence costs, government charges, legal and tax advice, other professional costs and amounts payable in connection with interest rate hedging instruments.

9 Fees and Costs continued

The table below sets out the Responsible Entity's reasonable estimate of the transaction costs for the current financial year adjusted to reflect a 12 month period.

TRANSACTION COSTS	AMOUNT (% OF GROSS ASSETS)	HOW AND WHEN PAID
Stamp Duty	5.04%	Payable from Fund assets when incurred.
Due Diligence and Fund Establishment Costs	1.36%	Payable from Fund assets following issue of units and settlement of the Properties
Settlement Costs	0.03%	Payable from Fund assets following issue of units and settlement of the Properties.
Total	**6.44%**	

The Fund is not expected to acquire additional real property (assuming the two Properties are acquired around the start of June 2025), which will limit further transaction costs after the first financial year and before the Properties are sold. When the Fund sells the Properties, further transaction costs related to the sale are expected such as agent commissions, marketing costs and legal fees, which will all be payable from the assets of the Fund.

Given that these costs are to be paid out of the Fund's assets, these will be additional costs to the Unitholders as it will reduce the amount of money available for distribution or redemption.

ACQUISITION FEE

The Manager will receive an acquisition fee of up to 2.00% of the agreed contract price of any real property acquired by the Fund. Any acquisition fees charged by the Manager will be paid by the Responsible Entity out of its acquisition fee and will not be an extra cost to you or the Fund. This fee is payable out of the assets of the Fund within seven days after settlement of the acquisition of each Property.

EQUITY RAISING FEE

The Manager has the right to charge an equity raising fee of up to 3.00% of the equity raised under the PDS. The Manager has agreed to charge a fee of 2.00%.

FUND ESTABLISHMENT FEE

The Responsible Entity has the right to be paid an initial fund establishment fee of $25,000 plus an ongoing administration fee of $25,000 per annum (subject to a fixed increase of 1.5% per annum).

BUY/SELL SPREAD

There is no buy/sell spread applicable to the Fund because it is a closed investment and there will be no opportunity to buy or sell Units during the Term.

The buy/sell spread would be an additional cost to you and would generally be incurred whenever you invest in, or withdraw from, the Fund. The buy/sell spread would be retained by the Fund (it is not a fee paid to the Responsible Entity) and represents a contribution to the transaction costs incurred by the Fund when purchasing or selling assets.

DEVELOPMENT MANAGEMENT FEE

The Manager is entitled to a development management fee of up to 4.00% of the expenses incurred by the Responsible Entity in developing, improving or enhancing a property held by the Fund (or a Controlled Entity of the Fund), excluding any amounts expended on experts' fees. The fee is payable as soon as practicable after the relevant cost or expense is incurred. The Responsible Entity and Manager are not projecting that the Fund will incur this Fee for the term of the Fund.

DIFFERENTIAL FEES

The Responsible Entity may rebate fees on an individual basis as permitted by the Corporations Act and ASIC relief. By way of example, the Responsible Entity may rebate fees with Wholesale Clients as defined in the Corporations Act, including IDPS operators. Such special fee arrangements will not adversely impact upon the fees that are paid by other Unitholders as set out in this section. Please contact the Manager to arrange a time to discuss further.

FEES TO RELATED PARTIES

In the execution of transactions, the Responsible Entity expects to deal with professional organisations that could include associated entities. All transactions are conducted on arm's length commercial terms at market rates and in accordance with the Vesta related party policy. Refer to Section 8 for further information.

MAXIMUM FEES

The Constitution provides that the maximum fees that can be charged by the Responsible Entity are:

TYPE OF FEE OR COST	AMOUNT
Fund Establishment Fee	Initial fee of $25,000 plus a fee of $25,000 per annum (subject to a fixed increase of 1.5% per annum).
Equity Raising Fee[1]	Up to 3% of funds raised by the Fund
Management Fee[1]	Up to 0.65% per annum of the Gross Value of the Assets
Acquisition Fee[1]	Up to 2.0% of the agreed contract price of any real property acquired by the Fund.
Development Management Fee[1]	Up to 4% of the expenses incurred by the Responsible Entity in developing, improving or enhancing a property held by the Fund.
Performance Fee[1]	Calculated as 20% of the Fund's outperformance above 10% IRR.

1. Whilst the Manager is charging the relevant fees outlined in this section, the Responsible Entity does not intend to charge the Management Fee, Acquisition Fee, Development Management Fee or Performance Fee.

CHANGES TO FEES AND EXPENSES

The Responsible Entity may change the fees and expenses referred to in this PDS up to the limit set out in the Constitution without your consent. The Responsible Entity will provide at least 30 days' notice to Unitholders of any changes to fees that are within the maximum limit set by the Constitution.

If the Responsible Entity seeks to create new fees, or increase existing fees above the maximum limit set by the Constitution, it will require the consent of the Unitholders.

WAIVER OR DEFERRAL OF FEES

The Responsible Entity may at its discretion:

- partially or fully waive any fees to which it is entitled; or
- defer its entitlement to fees to which it would otherwise be entitled and may claim these in the event it is removed as responsible entity of the Fund.

GOODS AND SERVICES TAX (GST)

All the fees in this Section 9 are inclusive of the net effect of GST (i.e. includes GST net of input tax credits and any available reduced input tax credits). The Fund may not be entitled to claim a reduced input tax credit in all instances. Under the Constitution, the Responsible Entity is also entitled to recover an additional amount from the Fund on account of any GST liability it has in relation to the above fees.

PAYMENTS TO YOUR FINANCIAL ADVISER

You may agree with your financial adviser that an initial advice fee will be paid for ongoing financial planning services your financial adviser provides for you in relation to your investment.

This advice fee is additional to the fees shown in this Section 10 and is paid to the Australian financial services licensee responsible for your financial adviser (or your financial adviser directly if they are the licensee).

10 Management

RESPONSIBLE ENTITY OF THE FUND

Macro Capital Limited (ACN 145 321 928) holds AFS Licence number 392401 and is the Responsible Entity of the Fund.

The Responsible Entity is not related to Vesta.

Macro Capital Limited has held an AFS License since 4 February 2011. It has operated a number of registered managed investment schemes and is well experienced to provide key guidance and leadership to the Fund. Macro has also provided outsourced issuer services for almost $100m in the interests in schemes and shares in investment companies, which have been largely property based. The Responsible Entity has appointed Vesta to provide property funds management services to the Fund, which includes asset management, accounting, administration and compliance services. The appointment is made pursuant to an agreement with Vesta with further information detailed in Section 14.

The directors of the responsible entity, Macro Capital Limited are:
Karri Li
Kevin Wang; and
Patric Chen

THE MANAGER

Vesta Capital Management Pty Ltd has been appointed as the manager of the Fund. Vesta is a Western Australian Real Estate Investment Fund Manager with an investment focus spanning across most property asset classes.

The directors of Vesta are Steve Dixon and Nick Wheeler.

Steve Dixon (B.Bus CPA)

Steve Dixon has more than 30 years of experience in the funds management industry in both Australia and overseas, holding senior executive and director roles for several fund management groups. With experience with both retail and wholesale funds, he has wide-ranging expertise that includes managing listed property trusts, unlisted property trusts and managed investment funds. Steve has particularly strong skills in financial management, administration, compliance, and fund-raising activities, with a focus on representing the best interests of investors.

Nick Wheeler (B.Com MFin)

Nick has over 15 years of experience in real estate investment, asset management and finance in Australia. Nick is responsible for the execution of Vesta's strategy and day-to-day management of operations. Before founding Vesta, Nick gained significant experience from M/Group, Minderoo, Cedar Woods and Stockland where he was actively involved in investment strategy creation, sourcing and executing investment transactions from inception to completion, feasibility assessment, financial structuring, and capital management.

11 Taxation Information

This information is for Australian resident Unitholders who hold their Units on capital account and is based on current taxation legislation, and announcements, as at the date of issue of this PDS.

We have also provided general information in relation to the Australian tax implications for non-resident Unitholders who hold their Units on capital account.

The following comments are not applicable for Unitholders who hold their Units on revenue account or as trading stock. This PDS is not intended to constitute or provide tax advice.

Tax laws are complex and may change over time, and tax treatment may vary according to each Unitholder's individual circumstances. Unitholders are advised to seek their own tax advice in respect of their investment in the Fund.

Tax liabilities are the responsibility of each individual Unitholder and the Responsible Entity is not responsible for taxation or penalties incurred by Unitholders.

AUSTRALIAN RESIDENT UNITHOLDERS

The Fund is an Australian resident unit trust for tax purposes. The Responsible Entity intends to limit the Fund's investment activities to only include activities that are within the ambit of an eligible investment business (which includes holding property for the primary purposes of deriving rent), to ensure that the Fund is treated as a 'flow through' entity for Australian income tax purposes. This will allow the Fund to make pre-tax distributions to Unitholders. It is intended that the Fund will qualify as a Managed Investment Trust (MIT) each year and satisfy the requirements to make a choice to be an AMIT for taxation purposes. The Responsible Entity intends to make the choice to be an AMIT for taxation purposes. The tax implications outlined below are on the basis that the Fund will qualify as a MIT and an AMIT each year.

AMIT REGIME

Unitholders will be attributed the taxable components of the Fund each year on a fair and reasonable basis. This attribution will generally be based on the Unitholders' rights to the income in the Fund as provided for in its Constitution. This is the case even where cash distributions are reinvested into the Fund, where no cash distributions are made by the Fund to Unitholders, or where the cash distributions differ to the aggregate attribution of the different components from the Fund.

Unitholders should include the taxable components attributed to them in their taxable income calculation for the relevant year. The tax implications for Unitholders will depend upon the tax character of the tax components attributed to them. Unitholders will be attributed taxable components that may include interest, capital gains and other income (including rent) from the Fund 's investments.

The Responsible Entity will provide investors with an AMIT member annual statement (AMMA Statement) each year outlining the taxable components for the Unitholder for that year.

Where the Fund makes a net tax loss or net capital loss, such losses cannot be attributed to Unitholders. Rather, the net tax losses and net capital losses are carried forward and may be utilised by the Fund against its assessable income and/or capital gains respectively in future income years, subject to satisfying any loss utilisation rules that may be applicable for the relevant period.

UNDER AND OVERS

Where the Fund discovers in an income year (the discovery year) an over attribution or under attribution of a taxable component relating to a previous year (base year) that is within the AMIT amendment period (being all previous years for which an AMMA Statement was first created no more than four years prior to the time at which an AMMA Statement is first issued for the discovery year), the AMIT rules allow the Responsible Entity to attribute the tax consequence of the difference to either the base year (i.e. amend the attribution of taxable components for the base year), or adjust the taxable components in the discovery year for the prior year over or under attribution.

CAPITAL GAINS OF THE FUND

The Fund intends to make an election pursuant to which eligible investments will be deemed to be held on capital account for taxation purposes. Consequently, gains or losses on the disposal of such investments will give rise to a capital gain or capital loss.

Where the Fund disposes of an eligible investment that it has held for at least 12 months, it is currently eligible for the capital gains tax discount, after the application of any capital losses. The applicable CGT discount rate is 50% (for individuals and trusts), and 33.33% (for complying superannuation entities). Companies are not entitled to the CGT discount treatment. The net capital gain will be included as assessable income of the Fund, and the CGT discount amount will be regarded as a separate non-assessable amount.

Any net capital gain and CGT discount amount will be identified in the AMMA Statement to ensure that Unitholders can calculate their net capital gain position each year.

DISTRIBUTIONS AND COST BASE ADJUSTMENTS

The Fund will distribute income monthly in arrears based on the number of days in the month a Unitholder holds Units in the Fund. The amount of the aggregate cash distribution for a year may be greater than, or less than, the taxable components attributed to a Unitholder for that year. Broadly, the tax cost base of the Units will be increased by any taxable components attributed to Unitholders (with any discount capital gains being doubled) and the tax cost base will be reduced by any actual amounts distributed, and tax offset amounts attributed, to Unitholders.

The Responsible Entity will disclose any net increase or decrease in the tax cost base of Units in the Fund in the AMMA Statement issued to the Unitholder.

Where a net decrease to the tax cost base of a Unit exceeds the tax cost base of that Unit, a discountable capital gain will be made equal to that excess, and the tax cost of the base Unit will be nil.

DISPOSAL OF UNITS

Unitholders may be liable for tax on capital gains realised on transfer, redemption or otherwise disposing of Units in the Fund.

In order to determine their capital gains tax position, Unitholders will need to adjust the tax cost base of their Units (as outlined above).

A capital gain should arise for a Unitholder where the capital proceeds from the transfer, redemption or disposal exceed the cost base of the relevant Unit. A capital loss is made where the capital proceeds from the transfer, redemption or disposal are less than the reduced cost base of the Unit at the time of the transfer, redemption or disposal.

Certain Unitholders (including individuals, trusts and superannuation funds) may be entitled to the discount capital gain concession where the Units have been held for at least 12 months. The Fund does not issue a separate capital gains statement if the Unitholder transfers or otherwise disposes of Units in the Fund.

MEMBER CHALLENGE

The Fund will issue an AMMA Statement to Unitholders outlining the tax components attributed to that Unitholder each year. The AMIT rules provide that a Unitholder may object to the determined member component by notifying the Commissioner of Taxation and substituting the amount with their own determination.

If a Unitholder chooses to object against the amount attributed to them by the Fund as noted in the AMMA Statement, the Unitholder must provide the Responsible Entity with notification seven days prior to notifying the Commissioner of Taxation of their choice to object.

The notification to the Responsible Entity must outline the Unitholder's reasons for the objection.

The Unitholder will also be required to provide the Responsible Entity with information so that the Responsible Entity can assess the Unitholder's objection. The Unitholder will be required to meet all costs and liabilities incurred by the Responsible Entity in assessing the objection.

QUOTING A TAX FILE NUMBER (TFN), TFN EXEMPTION OR AUSTRALIAN BUSINESS NUMBER (ABN)

Collection of a Unitholder's TFN is authorised, and their use and disclosure strictly regulated by the tax laws and the Privacy Act 1988. Unitholders may quote a TFN or claim a TFN exemption.

in relation to their investment in the Fund when completing their Application Form. Unitholders may quote an ABN instead of a TFN if they are making this investment in the course of an enterprise carried out by them.

If a Unitholder chooses not to quote a TFN, TFN exemption or ABN, the Responsible Entity will be required to deduct tax at the prescribed highest marginal tax rate plus the Medicare Levy from the taxable components of the Unitholder's distributions. As at the date of the PDS this rate is 47%.

SOCIAL SECURITY

Investing in the Fund may affect a Unitholder's entitlement to social security as their investment may be included in the income and assets tests of Centrelink and the Department of Veterans' Affairs. Unitholders should obtain professional advice concerning the particular social security implications for their circumstances.

GOODS AND SERVICES TAX

The issue, redemption or transfer of Units in the Fund is not subject to GST. However, fees and expenses incurred by the Fund, such as management fees, will attract GST at the rate of 10%. The Fund may not be entitled to claim GST input tax credits on some expenses. However, for the majority of such expenses, a Reduced Input Tax Credit of 75% or 55% of the GST paid can be claimed. Any unclaimable GST charge on fees and expenses is incorporated in the management costs of the Fund.

NON-RESIDENT UNITHOLDERS

The following comments are general in nature and are not intended to constitute tax advice. Non-resident Unitholders may be subject to withholding tax on amounts distributed or attributed to them by the Fund. The withholding tax rate depends on whether the Fund qualifies as a withholding MIT, the character of the income distributed or attributed and the country of residence of the Unitholder.

It is expected that the Fund will qualify as a withholding MIT each year. The Responsible Entity will monitor the requirements to seek to ensure that the Fund continues to qualify as a withholding MIT each year.

Non-residents should seek independent tax advice before investing, taking into account their particular circumstances and the provisions of any relevant Double Taxation Agreement between Australia and their country of residence.

TAX ON INCOME

Where the Fund qualifies as a withholding MIT, the Responsible Entity is required to withhold tax on a non-resident Unitholder's behalf in respect of any Australian taxable components distributed or attributed by the Fund.

Where the distribution or attribution includes Australian sourced interest, a final withholding tax of 10% will apply to that component.

A concessional final withholding tax rate of 15% will generally apply to distributions or attributions of Fund payments to Unitholders that are tax resident in countries approved as information exchange countries. A Fund payment is a distribution or attribution of an amount other than an amount referable to interest, dividends, royalties, non-taxable Australian real property capital gains or amounts that are not from an Australian source.

A final withholding tax rate of 30% will apply to fund payments attributed or distributed to Unitholders that are not residents of information exchange countries or fund payments that are non- concessional MIT income (NCMI).

Any non-assessable components distributed or attributed by the Fund should not be subject to Australian withholding tax.

A 'final' withholding tax means that tax is deducted from the relevant component attributed or distributed to the Unitholder and the amount is regarded as non-assessable non-exempt income in Australia for the non-resident Unitholder. The non- resident Unitholder is not required to lodge an Australian tax return in respect of this component, or make any further tax payments in respect of this component in Australia. Further, expenses incurred in connection with deriving this income cannot be claimed as a deduction against this income in Australia.

TAX ON DISPOSAL OF UNITS

As all non-resident Unitholders are expected to hold less than 10% of the Units in the Fund on an associate inclusive basis for the relevant qualification period, a non-resident Unitholder should not be subject to Australian capital gains tax on a transfer, redemption or other disposal of their Units.

AUSTRALIAN TAX REFORM

Australia is in the process of ongoing taxation reform. There is currently uncertainty as to the breadth and ultimate impact of the reforms. The Responsible Entity for the Fund will continue to monitor the tax reform process and implement its impact on the Fund. It is the Unitholder's responsibility to monitor tax reform developments that could impact on their investment in the Fund.

COMMON REPORTING STANDARD (CRS) AND FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)

The OECD (CRS) and United States (FATCA) have developed foreign entity reporting and information sharing frameworks to address multinational tax evasion and related matters. We may collect additional information from foreign residents to comply with these measures. If foreign investors do not provide this information, we may not process your application or additional withholding tax may apply.

STAMP DUTY

The acquisition of property assets in Western Australia will incur stamp duty under the Duties Act 2008 (WA). The duty is based on the property's dutiable value, typically the higher of the purchase price or market value. This cost has been reflected as a property acquisition cost in Section 7 above.

There are specific stamp duty implications associated with the acquisition of Units by the Unitholder depending on the underlying assets of the Fund at the time of acquisition. The issue or redemption of Units should not attract any duty. Investors should confirm the duty consequences of transferring Units with their taxation advisers.

12 Investment Services

Customer Service and Enquiries

If Unitholders wish to make an enquiry about an investment in the Fund or the Fund's activities, they can contact the Manager between 8:30 am and 5:00 pm, Perth time, weekdays from anywhere in Australia by calling (08) 6285 1747

Alternatively, the Responsible Entity can be contacted via:
Email: madmin@macrofunds.com.au
In writing: 16 Donovan Street,
Osborne Park WA 6017

COMMUNICATING WITH UNITHOLDERS

Despite not being a 'disclosing entity', the Fund will disclose information on Vesta's website in compliance with ASIC RG 198.

DIRECT INVESTORS

Direct Investors, that is investors not investing via an IDPS, will receive the following communications from the Responsible Entity, unless they elect otherwise:

- acknowledgement of the receipt of an application for Units;
- an investment confirmation following the issue of Units;
- quarterly Unitholder investment statements detailing their investment transactions;
- quarterly investment reports detailing the performance and activities of the Fund;
- an annual Unitholder periodic statement; and
- an annual tax statement detailing information required for inclusion in the Unitholder's income tax return.

Annual financial reports will be made available upon request. They will not be sent to Unitholders unless requested.

INDIRECT INVESTORS

An Indirect Investor will not receive statements, tax information or other information directly from the Responsible Entity. An Indirect Investor should receive equivalent information from the operator of the IDPS through which their investment is held. Up to date access to investment information is also available online at www.vestafunds.com.au

Complaints handling

DIRECT INVESTORS

The Fund's Constitution and Complaints Handling Policy (available at www.vestafunds.com.au) sets out guidelines for the Responsible Entity to receive, consider, investigate and respond to complaints by Unitholders who are dissatisfied with the management, administration, products, services, staff or the handling of a complaint in relation to the Fund.

If Unitholders wish to make a complaint, they should write to the Dispute Resolution Officer:
Email: invest@vestafunds.com.au

The Responsible Entity will acknowledge any complaint in writing. Within 30 days, the Responsible Entity will investigate, properly consider and decide which action (if any) to take or offer regarding the complaint and provide a response by communicating its decision to the Unitholder.

If the Unitholder is dissatisfied with the decision made by the Responsible Entity, the Unitholder may refer the complaint to the Australian Financial Complaints Authority (AFCA), which is an external dispute resolution service for financial services, at the address below:

Australian Financial Complaints Authority
GPO Box 3, Melbourne, VIC 3001

Alternatively, further information is available by contacting AFCA on:
Phone: 1800 931 678 (free call)
Website: www.afca.org.au
Email: info@afca.org.au

INDIRECT INVESTORS

Indirect Investors should contact their IDPS operator in the first instance with any complaints in relation to an investment in the Fund.

13 Risks

An investment in the Fund is subject to various risks. The risks outlined in this Section are not exhaustive, but the Responsible Entity and the Manager consider them to be the key risks of investing in the Fund. These risks have been separated into specific investment risks and general risks. If these risks eventuate, they may result in reduced distributions and/or a loss of some or all of the capital value of an investment in the Fund. Neither distributions nor the return of your capital is guaranteed. Past performance of any investment vehicle managed by the Responsible Entity, the Manager or any of its affliates is not a reliable indicator of future performance.

Where applicable, information is included on how the Responsible Entity and the Manager aim to manage these risks. However, while some risks can be mitigated, they cannot be avoided altogether, and some risks are completely outside the control of the Responsible Entity and the Manager.

A prospective Unitholder should consider the risks and their attitude towards risk in general, when considering an investment in the Fund. The entire PDS should be read and considered. Prospective Unitholders should consult their own professional advisers, before deciding to invest in the Fund.

Risks specific to the Property and Fund

DIVERSIFICATION RISK

Except for prudentially regulated investments and Australian government bonds (which tend to offer very low yields relative to other investment options), having all, or a substantial portion of your investment capital in one investment can be a very risky strategy.

This is because all investments are at risk of falling in value or underperforming at various stages in the investment cycle, even when the market or economy as a whole is doing well. If you only make one investment, and that investment falls in value, then you have no returns from other investments to potentially offset your loss. Although all investments involve some risk, that risk may be managed by:

- Spreading investments across different kinds of investment classes (such as shares, property, bonds and cash) to help reduce the risk of being exposed to a single investment class;
- Within an investment class, spreading money invested among different investments. For example, investors seeking exposure to property as an investment class should consider investing across a variety of property investments to reduce the risk of suffering portfolio losses as a result of the performance of any one investment; and
- Dividing money between a number of investment managers to reduce the risk that the one investment manager you pick performs poorly. Spreading your investments in this way is known as 'diversification' and is a very common way to manage investment risk.

The Fund intends to own the two Properties, which are medical property assets located within the Perth metropolitan region, This creates a degree of sector concentration risk. The Responsible Entity encourages prospective Unitholders to reduce investment risk through appropriate diversification.

Prospective Unitholders should consult their professional adviser when considering the size of any investment.

LEASE EXPIRY

The Fund will have a diverse tenant base. The loss of any tenant that is not replaced within a timely manner or on desirable commercial terms has the potential to have a material impact on the performance of the Fund.

A property that has a single tenant that is not replaced in a timely manner will significantly reduce the rental income available for distribution.

The target returns assume that as any future vacancies arise, replacement tenants are found in a timely manner. For tenants with a lease that is due to expire during the term of the Fund, the forecasting assumptions reflect; If the tenant has an option they exercise it; any lease without an option is assumed to be converted to a new lease following an assumed leasing up period and additional incentives, leasing fees and refurbishment costs are also assumed. A delay in finding suitable tenants at the projected rents will affect the performance of the investment.

MITIGATING FACTORS

The Responsible Entity and the Manager are very cognisant of this risk and will work to mitigate this risk through proactive property management with tenants and maintenance of the Properties at an acceptable level for tenant occupation. There is commercial benefits to medical tenants staying in locations where they have built up clientele.

CAPITAL AND RETURN RISKS

Capital gains on the Properties and distributions to Unitholders are not guaranteed.

The risk to distributions is primarily determined by the ability of tenants to pay rent under the relevant lease agreements. If tenants are unable to pay rent, there will be less profit for the Fund to distribute to Unitholders.

The capital growth or loss associated with the Properties throughout the term of the Fund cannot be predicted and are subject to general market movements and trends. There is no guarantee that Units will be redeemed for the same or greater amount as the Issue Price upon the winding up of the Fund.

BORROWING

At the date of this PDS, the Fund has not entered into a Bank Loan. There is a risk that the Bank Loan will not be able to be arranged, or if arranged, will be on terms which are materially different from those set out in Section 8. If the Fund does not receive the Bank Loan on acceptable terms, the Offer will not proceed.

There will likely be certain preconditions which must be satisfied prior to the draw down of the Bank Loan. A failure to meet one or more of these conditions may result in the Bank Loan not being able to be utilised in full, or at all, or in changes to the terms of the Bank Loan.

Assuming the Fund enters into the Bank Loan, the borrowing enhances the potential for increases in distributions and capital gains for Unitholders if the Fund income increases or if the Property increases in value.

However, it also enhances the potential for reductions in distributions or capital losses in the event the Fund income reduces or the Properties fall in value.

The term of the Fund is expected to be longer than the expected three-year term of the Bank Loan and there is no guarantee that the Manager will be able to refinance the Bank Loan on maturity on favourable terms. Any increases in variable market interest rates or the costs charged by the lender will increase interest costs which may result in a reduction in distributions.

If there are not sufficient funds to meet the interest payments, or if the value of the Properties fall materially, or the Fund is in breach of one of the financial covenants (indicative terms set out in Section 8), the Bank Loan may be in default and the financier may elect to enforce its security over the respective property. These events could require repayment of the Bank Loan, possibly prior to its expected expiry. This could result in an early sale of the Properties, additional equity being required, or distributions being reduced to repay the borrowings.

Additionally, the Fund's Constitution and the Corporations Act give Unitholders certain powers. In particular, the requisite number of Unitholders can call a meeting to consider resolutions to amend the Constitution, terminate the Fund or change the Responsible Entity. The exercise of those powers without the consent of the lender may lead to events of default under the Fund's finance facility and in certain circumstances will give the lender rights to, amongst other things, call for immediate repayment of the amounts outstanding.

MITIGATING FACTORS

At the date of this PDS, the Manager has not entered into the Bank Loan, however based on its experience in managing similar funds, and the indicative terms received to date, the Manager is confident of being able to finalise the Bank Loan on terms which are the same as, or not materially different from, those described in this PDS.

The Manager has procedures to ensure regular monitoring of Fund borrowings and procedures to begin the process of refinancing well in advance of the expiry of existing facilities to minimise the risk of an adverse result on refinancing. The Manager will also undertake regular monitoring of forecast interest rates and actively manage interest rate risk through hedging (limiting the market rate of interest for a period of time) where considered appropriate and cost effective.

GEARING RISK

The Fund will borrow money to support the purchase of the Properties and secured against the Properties. Gearing within the Fund has the effect of magnifying the gains, the losses, and also the volatility of an investment. Accordingly, a geared investment is a higher risk investment relative to an un-geared investment with an otherwise comparable investment strategy. Unit holders have a higher risk of capital loss as the level of borrowing increases.

The lender may have the right to reduce the gearing level set for the geared fund or terminate the lending facility. This means that a geared fund may need to promptly reduce the gearing level by selling assets, which may force the sale of assets at unfavourable prices.

TENANT PERFORMANCE

The Fund's income available for distribution will be largely dependent on the tenants paying rent in accordance with each lease term. However, there is a risk the tenants may default on the terms of the lease or that the property does not provide the required level of occupancy standards required by the tenant, either of which could result in a reduction in income for the Fund and/or additional expenses associated with releasing the tenancy or enforcement action.

MITIGATING FACTORS

The Manager, through the due diligence period, has arranged to discuss the relevant lease and overall performance of the relevant property with majority of the key tenants. This review has been completed together with a concurrent review of all available historic property financial information from both the vendor and the property manager to assess overall tenant performance. Whist the historical performance from all tenants is sound its difficult to rely on this for future performance.

The Responsible Entity and Manager aim to manage operating risk through active property management, including regular contact with the tenant and strong arrears management procedures in conjunction with the relevant property manager.

CAPITAL EXPENDITURE

There is a risk that the capital expenditure required to maintain the Property could exceed expectations, resulting in increased funding costs and lower distributions. In the event of unexpected capital expenditure, the Responsible Entity may be required to reduce or suspend distributions to Unitholders, raise further equity (thereby diluting existing Unitholders) and/ or incur borrowings. If this occurs, then returns to Unitholders may be reduced.

MADELEY CAR PARKING

The development approval for the extension of the carpark, sets out the number of required carbays for the site. Should the carpark licence be revoked by the licensor this may cause loss of rent or additional costs associated with non-compliance of the development approval. As detailed in Section 4, the guarantee of $300,000 will be in place for a 36 month period, if loss of rent or non-compliance costs are in excess of $300,000 or extend beyond the 36 month period this may reduce net income from the property. However, the Manager will seek to actively manage car park arrangements to mitigate this risk.

INSURANCE

Any losses incurred due to uninsured risks or breaches of insurance policy conditions may adversely affect the performance of the Fund. There are also certain events for which insurance cover is not available or for which the Fund will not have cover. If the Fund is affected by an event for which it has no insurance cover, this would result in a loss of capital and a reduction in Unitholder returns.

Increases in insurance premiums will limit the amounts that the Fund has available to pursue its investment strategy which may affect the performance of the Fund. Such increases may occur due to external market factors or if the Fund claims under any insurance policy for significant losses in respect of the portfolio.

DUE DILIGENCE

The Responsible Entity and Manager have appointed experts to assist with undertaking various components of due diligence on the Property. While the Responsible Entity and Manager believe it is reasonable to rely on any such experts, the Responsible Entity and Manager cannot guarantee that risks and potential problems associated with this delegation can be fully mitigated.

ACQUISITION RISK

The acquisition of the Madeley Property is conditional on the Madeley Settlement Condition as set out in Section 4. If the Minimum Subscription is reached and the Madeley Settlement Condition is not satisfied, the Fund will not proceed with the acquisition of either Property.

LICENSING RISKS

As a registered managed investment scheme, the responsible entity of the Fund must hold an AFS License which authorizes it to operate specified registered managed investment schemes. The Fund is reliant on the Responsible Entity holding and maintaining its AFS License. Whilst the responsible entity may be changed or replaced, this may negatively affect the operation and management of the Fund.

INVESTMENT VALUE FLUCTUATION

The value of the Properties will fluctuate as a result of some factors that are outside the control of the Responsible Entity, including (but not limited to):

i. supply and demand and general market forces;

ii. government regulation and legislation;

iii. property markets; and

iv. economic conditions.

Accordingly, there is no guarantee that the Properties will increase in value or that the value of the Property will not fall. The Responsible Entity does not guarantee any particular rate of return being earned by the Fund or the return of any capital to Unitholders.

TAX RISK

In the unlikely event that the Fund ceases to qualify as an Attribution Managed Investment Trust (AMIT), the Unitholders are expected to be presently entitled to the distributable income of the Fund and will be allocated a share of the net tax income of the Fund in proportion to their entitlement to the distributable income. This may result in a different allocation of tax to Unitholders or the Fund than outlined in this PDS.

Similarly, in the unlikely event Fund is not considered to carry on an Eligible Investment Business for these purposes (e.g. investing in land primarily for the purpose of deriving rent), it may be considered a Public Trading Trust and taxed as a company for Australian income tax purposes under Division 6C of the Income Tax Assessment Act 1936. This would change the nature of the returns from the Fund to dividends (fully franked where corporate tax has been paid) for income tax purposes.

The Fund is not expected to be subject to Australia's thin capitalisation regime on the basis it will not be foreign controlled. If this assumption is incorrect, additional steps may need to be taken to ensure all funding arrangements are compliance with Australia's thin capitalisation rules for the deductibility purposes.

The tax information provided in this PDS reflects the enacted Australian tax legislation and the interpretation of the Australian Taxation Office and the courts of this legislation as at the date of issue of this PDS. Tax laws are subject to continual change, and this may impact the taxation of the Fund and Unitholders.

VARIABLE DISTRIBUTIONS AND TAX DEFERRAL

There is no guarantee that the Fund will pay distributions at the rate forecast in the Financial Information or that it will pay any distribution at all. However, the historical performance of the tenants is expected to provide certainty of cash flows during the term of the lease and the Responsible Entity intends to enter into an interest rate hedge for the initial two years which will mean the Fund's interest rate expense is capped for this period. These two factors are expected to substantially reduce the risk of fluctuations in the initial two-year period.

The forecast tax deferred component of distributions incorporates estimates of depreciation and building allowance claims which will be confirmed by a qualified quantity surveyor and other assumptions set out in the forecast section.

The proportion of distributions that are tax deferred will depend upon a number of factors (for example, timing of the issue of Units, building allowance and depreciation of plant and equipment) and may vary from year to year. Deferred tax may become payable, in whole or in part, on the sale, transfer or redemption of Units in the Fund. The tax deferred component of the distribution will depend on the Fund satisfying various requirements and could be materially less than estimated in this PDS.

LIQUIDITY

An investment in the Fund is illiquid. The Responsible Entity does not intend to offer a withdrawal facility. This increases the Unitholder's reliance on the overall long-term success of the Fund. A Unitholder can however request a transfer of Units in the Fund to another person by providing the Responsible Entity with a completed standard transfer form signed by both the transferor and the transferee. The Responsible Entity has full discretion on whether to accept a transfer and in making its decision may take into consideration potential adverse impacts on all Unitholders that may result from a proposed transfer. Accordingly, Unitholders should not assume they will be able to exit the Fund at the time of their choosing.

It may be difficult for the Responsible Entity to dispose of the Properties at the end of the investment term in a timely manner at an optimal sale price. Direct property investments are by their nature illiquid investments. Consequently, the future sale of the Properties may require a lengthy time-period which increases the risk that market conditions will change between the time a sale process commences and the time the sale can be completed.

The future realisation of the Properties could affect the timing and/or the amount of final distributions when the Fund is wound up.

PAST PERFORMANCE

The performance of previous funds in which the Responsible Entity and/or Manager has been involved cannot be relied upon in assessing the merits of the Fund.

RELIANCE ON THE RESPONSIBLE ENTITY AND THE MANAGER

Unitholders will have no opportunity to control the day-to-day operations of the Fund, including any investment or divestment decisions. As such, they must rely on the ability of the Responsible Entity and Manager to appropriately identify, structure, develop, manage and realise the investment consistent with the Fund's investment objectives, policies and restrictions. While the intention of the Responsible Entity and the Manager is to create and maintain stable investment teams, certain members could leave or become incapacitated which may negatively impact Unitholders.

CONTROL RISK

There is a risk that control of the Fund will be concentrated within one or several Unitholders. Each Unitholder's voting power in the Fund is determined by reference to the number of the Units they hold. If a Unitholder holds over 25 percent of the total Units on issue, it will effectively be able to control the outcome of the Fund, particularly whether the term of the Fund is extended past its initial term.

NO OPERATING HISTORY

Although the Manager and the Responsible Entity both have extensive experience in investment in property asset classes and managing registered managed investment schemes respectively (see Section 10), the Fund is a newly formed entity with no financial, operating or performance history upon which to evaluate its likely performance. There is a risk that the investment objectives and forecasts of the Fund will not be achieved.

General Investment Risks

LEGAL AND REGULATORY RISK

There is the risk that changes in any law, regulation or government policy affecting the Fund's operations (which may or may not have retrospective effect) will influence the Fund's investment and/or the Fund's performance.

While the Responsible Entity believes it is unlikely both State and Federal government's policy in relation to the provision of healthcare will change in any material manner, there can be no assurance that this will be the case.

LIABILITY

The Constitution contains provisions that are designed to limit the liability of Unitholders, in their capacity as investors in the Fund, to the amount of their respective capital commitments.

There can be no absolute assurance that the liability of Unitholders will be limited as intended by those provisions as the ultimate liability of Unitholders rests with the courts. Each Unitholder must satisfy itself as to the risks of this limitation of liability regime and to its overall liability as an investor in the Fund.

SERVICE PROVIDER RISK

There is a risk that the Manager, Responsible Entity or the Custodian, or their key personnel may not perform to the expected standard. Additionally, the Responsible Entity of the Fund could be replaced, and the Manager and/or Custodian could change, any of which may adversely affect the operation of the Fund.

COUNTERPARTIES

The Fund may enter into legal agreements in relation to aspects of the Fund's operations, for example, property management arrangements, custody arrangements, debt financing arrangements and tenancy arrangements. The Fund may be adversely affected where a party fails to perform under these arrangements.

INDEMNITY

The Fund will provide an indemnity to certain indemnified persons (Indemnified Persons) in respect of any claims, losses, liabilities, costs or expenses incurred in connection with the Fund (to the extent that it is not the result of negligence, wilful misconduct or fraud by the Indemnified Person(s)), which may result in a loss of capital for Unitholders.

UNITHOLDER CHANGE OF STATUS

The Responsible Entity may require a Unitholder to dispose of its interest in the Fund where its continuing participation in the Fund becomes unlawful.

LITIGATION

The Fund may be involved in disputes and possible litigation. It is possible that material or costly disputes or litigation could affect the value of the assets or expected income of the Fund.

FORCE MAJEURE

Natural phenomena may affect the Fund's assets. There are events including certain force majeure events and terrorist attacks for which insurance cover is not available or the Fund does not have cover. This would result in a loss of capital, in turn reducing the value of Units and returns.

CYBER SECURITY

Technology is prevalent in the course of business of the Responsible Entity, the Manager and the other relevant parties, making these parties susceptible to a breach of cyber security, This may cause the parties to lose proprietary information, Investors' personal information, suffer data corruption or lose operational capacity.

The Fund may also directly or indirectly incur substantial costs as the result of a cyber security breach. Any such breach could also expose the Fund.

MARKET RISK

This is the risk that negative market movements will affect the price of assets within a particular market. By their nature, markets experience periods of volatility involving price fluctuations of varying magnitudes. Property market risk is the risk that the property market as a whole declines in value in line with various trends in the Australian or overseas markets. This may be due to a number of factors, such as over-supply of real estate, economic conditions, interest rate movements or general market sentiment.

A fall in property values may affect the amount received by Unitholders in the redemption of their Units in the winding up of the Fund.

TAX AND STAMP DUTY

Changes to taxation and stamp duty laws and policy might adversely impact the Fund and Unitholder returns. Prospective Unitholders are advised to seek professional taxation and stamp duty advice in relation to their own position, however, it is not possible to predict future changes to taxation and stamp duty law or policy.

INDEPENDENT EXPERTS

The Responsible Entity and the Manager will from time to time obtain advice from independent experts. While the Responsible Entity and the Manager believes it is reasonable to rely on experts, there is a risk that expert advice may prove incorrect if, for example, a technical property report fails to identify the need for capital works, or a revenue authority disagrees with a legal opinion and levies additional stamp duty.

PANDEMICS

Pandemics such as COVID-19 and any associated government response can cause significant disruption to society and the economy and may hinder or prevent many businesses from normal operations. The revenue of the Fund and the value of its assets may be negatively impacted by these types of disruptions, due to tenants being unable to generate sufficient revenue to make rental payments or sustain their businesses, or disruptions to the property market generally. The Manager's ability to administer the Fund may also be disrupted, leading to delays in normal processing times or lost opportunities.

CLIMATE CHANGE

Climate change could have a number of adverse impacts on commercial property, which may adversely impact the operating capability and financial position of the Properties or its tenants.

Extreme weather events and climate change may also adversely impact the capital works required to maintain the Property.

Climate change may also impact the earnings of the tenant from time to time, which in turn may have an adverse impact on its ability to meet its lease commitments, the distributions that can be paid to Unitholders, and in the longer term, the value of the Property.

We strongly recommend you obtain independent financial and tax advice before applying for Units.

14 Additional Information

Constitution

The Constitution, this PDS, the Corporations Act and other laws such as the general law relating to trusts, govern the relationship between the Unitholders and the Responsible Entity.

The Constitution establishes the Fund and is available to Unitholders free of charge upon request.

The Constitution sets out the basis for appointment of the responsible entity of the Fund. The Responsible Entity, either directly or through an appointed custodian holds the assets of the Fund at all times on trust for the Unitholders subject to the provisions of the Constitution and the Corporations Act.

A number of the provisions of the Constitution have been explained elsewhere in this PDS. Other important provisions of the Constitution are set out below. You can obtain a copy of the Constitution by contacting the Manager on (08) 6285 1747.

Generally, the Constitution:

- defines the term of the Fund, including when the Fund may be wound up and what Unitholders are entitled to receive on winding up;
- details the powers and responsibilities of the Responsible Entity to manage and administer the Fund;
- states that the Responsible Entity may voluntarily or compulsorily retire when permitted or required by law;
- states the Constitution may be amended by a resolution of 75% of the Unitholders entitled to vote on the resolution or by Responsible Entity where the Responsible Entity considers the amendment will not adversely affect Unitholder rights;
- defines the fees the Responsible Entity is entitled to be paid out of the Fund's assets (see Section 9); and
- states that a Unitholder's liability is generally limited to the amount paid or which remains unpaid on that Unitholder's Units.

In relation to the powers, duties and liabilities of the Responsible Entity of the Fund, the Constitution:

- allows the Responsible Entity to reject applications for Units, in whole or in part, at the Responsible Entity's discretion and without giving reasons;
- allows the Responsible Entity to set a minimum investment to be made in the Fund; and
- provides that, unless the Corporations Act or other law provides otherwise or the Responsible Entity acts fraudulently, negligently or in breach of trust involving a failure to show the degree of care and diligence required of it having regard to the powers, authorities or discretions conferred on it by the Constitution, the Responsible Entity is not personally liable for any loss suffered in any way relating to the Fund.

Compliance Plan and Committee

The Compliance Plan outlines the principles and procedures which the Responsible Entity intends to follow to ensure that it complies with the provisions of its AFS Licence, the Corporations Act and the Constitution.

Each year the Compliance Plan is independently audited as required by the Corporations Act and a copy of the auditor's report is lodged with ASIC.

The Responsible Entity has a compliance committee with a majority of external members. The functions of the compliance committee include:

- assessing the adequacy of the Compliance Plan and recommending any changes; and
- monitoring compliance with the Compliance Plan and reporting findings to the Responsible Entity.

NO "COOLING OFF" RIGHTS

The Fund will not be "liquid" as that term is defined under the Corporations Act. As a result, there will be no "cooling off" period relating to applications and by submitting an application accompanied by a payment, a prospective Unitholder will be deemed to have made an application, which may not be withdrawn, for the number of Units for which payment has been made.

RAISING FURTHER CAPITAL

The Responsible Entity does not anticipate any further capital raises, however, the Responsible Entity may, at a future date, decide to raise further capital for the Fund by means of a number of methods including:

- discounted pro-rata rights offer to all Unitholders;
- issuing of separate classes of Units with different rights (which may include further Units); or
- operation of a distribution reinvestment programme.

The Responsible Entity, the Manager and their associates are permitted to acquire Units in the Fund via future capital raisings. The Responsible Entity may also enter into arrangements (including through the provision of finance) with underwriters or other entities to facilitate a purchase of Units. Any fees payable to underwriters or other entities to acquire Units will be paid for by the Responsible Entity out of its own funds and will have no effect on the Fund or its returns.

DISCLOSURE OF INTERESTS

No expert or any firm in which any expert is a partner has any interest in the offer under the PDS and no amounts have been paid or agreed to be paid (other than normal fees) to any expert or any firm in which they are a partner for services rendered by the expert or the firm in connection with the offer under this PDS.

INTERESTS AND FEES OF OTHER PARTIES

Other than as set out below or elsewhere in the PDS, no director of the Responsible Entity or any person named in the PDS as performing a function in a professional, advisory or other capacity in connection with the preparation or distribution of the PDS has, within the two year period prior to the date of this PDS, had a direct interest in the promotion of the Fund and no amounts, whether in cash or shares or otherwise, have been paid or agreed to be paid directly to any director or proposed director either to induce him to become, or to qualify as, a director, or otherwise for services rendered in connection with the promotion of the Fund.

CONSENTS

Perpetual has given its written consent to being named as custodian in this PDS, however it has not authorised or caused the issue of this PDS and takes no responsibility for any part of this PDS, other than references to its name and functions described below.

BDO, Steinepreis Paganin and Vesta have each given their written consent to be named in this PDS in the form and context in which they are named and have not withdrawn their consent prior to the date of the PDS.

RELATED PARTY TRANSACTIONS

The Responsible Entity maintains and complies with a written conflict of interest policy that governs the way in which conflicts of interests are managed. The Responsible Entity applies this policy to transactions it enters with related parties and the appointment of related party entities is made on arm's length commercial terms. Decisions in relation to any conflict of interest and related party transactions are documented and compliance with these policies is monitored in accordance with the Fund's Compliance Plan.

Vesta has incurred various costs on behalf of the Fund and will be entitled to be reimbursed in accordance with the terms of the Management Agreement.

Vesta is not a related party of the Responsible Entity but has a pre-existing relationship with the Responsible Entity and has been appointed as the manager of the Fund.

Whilst not related party transactions under the Corporations Act, transactions with Vesta and its related parties are reviewed and approved by senior management and the Responsible Entity's board of directors (or a sub-committee of the board, in accordance with this conflict of interest policy.

The Responsible Entity has appointed Vesta to provide the following services:

- Property facilities management, leasing services and capital works services in relation to the Properties; and
- Accounting, registry and related services to the Fund.

Vesta will provide the services to the Fund under the Management Agreement detailed below. The appointment of Vesta is not exclusive, and Vesta may engage external service providers to undertake some or all of the functions noted in the Management Agreement. Although this is not a related party appointment, the appointment of Vesta as manager of the Fund has been done in accordance with the Responsible Entity's policies and has been made on arm's length commercial terms.

VESTA CAPITAL MANAGEMENT

The Responsible Entity has appointed Vesta as the manager of the Fund pursuant to a management agreement dated 30 January 2025 (**Management Agreement**). The Management Agreement establishes the Manager's key obligations in relation to the Fund. Vesta is authorised to provide administrative services and registry services in relation to the Fund and asset management services regarding the Properties.

The Management Agreement entitles the Manager to request the Responsible Entity to resign from its role as responsible entity of the Fund (**Requested Resignation**). The right of Requested Resignation is exercisable upon the Responsible Entity committing a long-term or irredeemable breach of the Management Agreement, or repeatedly breaching the Management Agreement.

The Management Agreement has an initial term of six years and may be terminated by either party:

- if the other party fails to pay an amount due under the agreement after 10 Business Days of receiving notice;
- if the other party commits a material breach of any term of the Management Agreement;
- for its convenience upon giving the other party two months' notice; and
- if the other party suffers an insolvency event;

Pursuant to the agreement, the Manager is entitled to:

- the Performance Fee;
- Management Fee;
- the Acquisition Fee;
- the Equity Raising Fee; and
- the Development Management Fee.

See Section 9 for further information on the calculation of these fees.

There is a possibility that during the investment term, Vesta will become the responsible entity of the Fund. Such appointment would be contingent upon Vesta obtaining any necessary Unitholder approvals and complying with all relevant laws and regulations.

PERPETUAL CORPORATE TRUST LIMITED

The Responsible Entity has appointed Perpetual Corporate Trust Limited (ABN 99 000 341 533) as the custodian of the Fund's assets pursuant to the custody agreement dated 22 January 2025. (**Custody Agreement**). The Custody Agreement sets out the terms upon which the Custodian agrees to provide custody services in relation to the Fund.

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

The key service is that the Custodian will hold the Fund's assets as agent for the Responsible Entity, subject to receipt of proper instructions. Upon the receipt of a proper instruction, the Custodian may:

- acquire or dispose of assets;
- pay or cause to be paid moneys out of the Fund assets as directed by the authorised persons; and

- any other act specified in the proper instructions.

The Custodian's liability for the Fund's assets is limited to liabilities incurred due to its own fraud, wilful default or negligence. This limitation of liability is acknowledged by the Responsible Entity, who also indemnifies the Custodian and its representatives for liabilities incurred in connection with the Custody Agreement, except liabilities incurred in connection with the Custodian's fraud, wilful default or negligence.

The Custodian may undertake certain actions such as realise the Fund's assets to satisfy any unpaid amount of fees payable to the Custodian or amount payable by the Custodian under the Custody Agreement.

The Custody Agreement may be terminated by:

- either party by giving the other party at least 60 days written notice; or
- the non-defaulting party, effective immediately, upon:
  - o the defaulting party breaching the Custody Agreement, which has remained unremedied for 10 Business Days following receipt of notice; or
  - o an insolvency event occurs in relation to the defaulting party.

PRIVACY STATEMENT

The Responsible Entity's operations are subject to the relevant privacy policy. The Responsible Entity collects and manages personal information in accordance with this policy, the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

The Application Form for this PDS requires an applicant to provide personal information. The Responsible Entity and service providers to the Responsible Entity of the Fund may collect, hold and use personal information in order to assess an application, service a Unitholder's needs, send marketing communications about other Vesta investment opportunities, provide facilities and services to applicants, the Responsible Entity or the Fund and for other purposes permitted under the Privacy Act 1988 (Cth). Tax, company and anti-money laundering law also require some of the information to be collected in connection with an application. If an applicant does not provide the information requested or provides us with incomplete or inaccurate information, their application may not be able to be processed efficiently, or at all.

Information may be disclosed to an Unitholders' financial adviser and to the Responsible Entity's agents and service providers on the basis that they deal with such information in accordance with Macro Privacy Policy. Personal information may also be used by us to administer, monitor and evaluate products and services, gather, aggregate and report statistical information, assist a Unitholder with any queries and take measures to detect and prevent fraud and other illegal activity. The Responsible Entity may also be allowed or obliged to disclose information by law. If a Unitholder has concerns about the completeness or accuracy of the information the Responsible Entity has about them or would like to access or amend personal information held by the Responsible Entity, they can contact the Responsible Entity's privacy officer using the contact details provided. A copy of Responsible Entity's privacy policy can be obtained from www.vestafunds.com.au. The Responsible Entity may disclose all information received from the Application Forms to Vesta and such information will be treated in accordance with Vesta's privacy policy. A copy of Vesta's privacy policy can be obtained from www.vestafunds.com.au.

ANTI-MONEY LAUNDERING AND COUNTER TERRORISM FINANCING

In making the offer contained in this PDS and in operating the Fund, the Responsible Entity is required to comply with the Anti- Money Laundering and Counter-Terrorism Financing (AML/CTF) legislation. This means that the Responsible Entity will require Applicants to provide personal information and documentation in relation to their identity when they invest in the Fund. The Responsible Entity may need to obtain additional information and documentation from an Applicant or prospective applicant to process their application or subsequent transactions or at other times during their investment.

The Responsible Entity needs to identify an applicant (including all Applicant types noted on the Application

Form), an applicant's legal representative or anyone acting on the applicant's behalf (including under a power of attorney), prior to the issue or transfer of Units. The Responsible Entity cannot issue Units until all relevant information has been received and an applicant's identity has been satisfactorily verified, and in these circumstances the Responsible Entity will not be liable for any resulting loss.

In some circumstances, the Responsible Entity may need to re- verify this information.

The Responsible Entity may be required to disclose this information to the Australian Transaction Reports and Analysis Centre or other government bodies.

The Responsible Entity may be prohibited from informing you of such disclosure.

By applying to invest in the Fund, you also acknowledge that the Responsible Entity may decide to delay or refuse any request or transaction, including by suspending the issue, or transfer of Units, if it is concerned that the request or transaction may breach any obligation of, or cause the Responsible Entity to commit or participate in an offence under AML/CTF legislation. The Responsible Entity will incur no liability to any Applicant if it does so.

15 Glossary

Certain capitalised words and expressions used in this PDS are defined in the Glossary. All references to dollar amounts in this PDS are to Australian Dollars (**AUD**), unless otherwise stated.

AFS Licence	Australian Financial Services Licence.
AML/CTF Law	*Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and for the time being in force together with the rules and regulations.
Applications Bank Account	Is the bank account that an Applicant's Application Money will be deposited in.
Application Form	The application form to invest in the Fund using the link supplied through the Registry Direct platform.
Application Money	The money paid by an applicant for Units.
ASIC	Australian Securities and Investments Commission.
ATO	Australian Taxation Office.
Bank Loan	a bank loan on acceptable terms as provided in Section 8.
Board	The board of directors of the Responsible Entity.
Business Day	A day on which banks are open for business in Perth, except a Saturday, Sunday or public holiday.
Constitution	The constitution of the Head Trust dated 24 December 2024, as amended from time to time.
Corporations Act	Corporations Act 2001 (Cth) for the time being in force together with the regulations.
CPU	Cents per Unit.
Direct Investor	Direct investment between the Unitholder and the Vesta Medical Property Fund.
EBITDA	Earnings before interest, taxes, depreciation and amortization.
Forecast Period	The period from 6 June 2025 (being the date it is assumed the Properties are acquired and the Bank Loan is drawn) to 30 June 2025 and the period from 1 July 2025 to 30 June 2026.
Fund	Vesta Medical Property Fund ARSN 683 316 038, including the Head Trust and the Sub-Trusts.
GST	Goods and Services Tax as defined in A New Tax System *(Goods and Services Tax) Act 1999 (Cth)*, as amended.
Gross Assets	The total value of the Fund's assets before any deductions.
Head Trust	Macro Capital Limited as trustee for the Vesta Medical Property Fund.
Indirect Investor	An Indirect Investor puts money into a financial instrument, like a mutual fund or ETF, that then invests in the desired asset. The investor owns a share in the fund that owns the asset, not the asset itself.
Initial Term	The term of five years commencing on the date that Units are first issued under this Offer.
Investment Conditions	Has the meaning given on page 7.
Investor	A person who has acquired Units.
IRR	Internal rate of return.
Issue Date	The date that Units under this Offer are expected to be issued to Investors, this expected to be in June 2025.
LVR	Loan to value ratio, being the ratio of any outstanding borrowings to the value of the relevant Property.
Madeley Property	Lot 2375 Plan 128768, Strata Plan SP11580 located at 210 Wanneroo Road, Madeley, Western Australia.
Madeley Settlement Condition	The conditions that must be satisfied prior to the settlement of the Madeley Property.
Manager	Vesta Capital Management Pty Ltd (ACN 656 601 357).

15 Glossary continued

Midland Property	Lot 902 Plan 54697 Vol 2679, folio 592 located at 278 Great Eastern Highway, Midland, Western Australia.
Minimum Investment	The minimum amount accepted by each Investor, this being $20,000.
Minimum Subscription	$8,873,000.
MIT	Managed investment trust.
NLA	Net lettable area, this being the amount of floor space that may be rented out to tenants.
Offer	The offer under this PDS to prospective Investors to acquire Units.
Offer Close Date	30 May 2025 (unless extended by the Responsible Entity in its discretion).
Offer Period	From the date of this PDS to the Offer Close Date.
Original PDS	The Product Disclosure Statement (including the electronic form of this document) issued on the Original PDS Date
Original PDS Date	3rd February 2025
PDS	This Product Disclosure Statement (including the electronic form of this document) dated 30 April 2025.
Properties	Madeley Property and Midland Property.
Quarterly	For the purposes of this Fund this is the periods ending 31 March, 30 June, 30 September and 31 December.
Responsible Entity	Macro Capital Limited (ACN 145 321 928).
Special Resolution	A resolution that has been passed by at least 75% of the votes cast by Investors (present in person or by proxy) entitled to vote on the resolution.
Subscription Amount	Means the amount raised through the issue of Units under the PDS.
Target Subscription	$9,725,000.
Unit	An ordinary unit in the Fund.
Unitholder	A person who holds a Unit.
WALE	Weighted Average Lease Expiry.

16 How to Invest

HOW TO INVEST

Applications must be submitted by 30 May 2025. However, the Responsible Entity reserves the right to extend the Offer or close the Offer early.

The minimum investment amount is $20,000. The Responsible Entity reserves the right to establish higher or lower minimum investment amounts or to decline part or all of any application in its absolute discretion.

By the end of the Offer Period, no Unitholder may hold more than 20% and no individual non-resident Unitholder may hold more than 10% of the Units on issue in the Fund at any given time. The Responsible Entity may waive these limits in its absolute discretion.

Before completing the Application Form you should read these instructions carefully.

All Application Monies will be held in an interest-bearing account.

There will be no "cooling off" period relating to applications and applications accompanied by a payment may not be withdrawn.

The Vesta Investor Services team are available to answer questions on the application process, please contact:

Phone: (08) 6285 1747

Email: invest@vestafunds.com.au

Direct Investors

Direct Investors should apply online by clicking here APPLY NOW using the Vesta online Application Form through Registry Direct.

The online application process will require identification documents as well all necessary information pertaining to the entity you wish to invest through.

Please email invest@vestafunds.com.au if you have any issues using the online application form.

Following completion of the Application Form an invoice will be issued to secure your investment, please follow the instructions to transfer your application monies into the Custodians trust account.

APPLY NOW

Indirect Investors

Investors can make investments indirectly through an IDPS by directing the IDPS operator to acquire Units in the Fund on their behalf.

Indirect Investors do not become Unitholders in the Fund and accordingly they do not acquire the same rights as Direct Investors; the rights of Indirect Investors are acquired by the IDPS operator. The IDPS operator can exercise or decline to exercise the rights they hold on the Unitholder's behalf according to the arrangements governing the IDPS.

VESTA

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MACRO
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