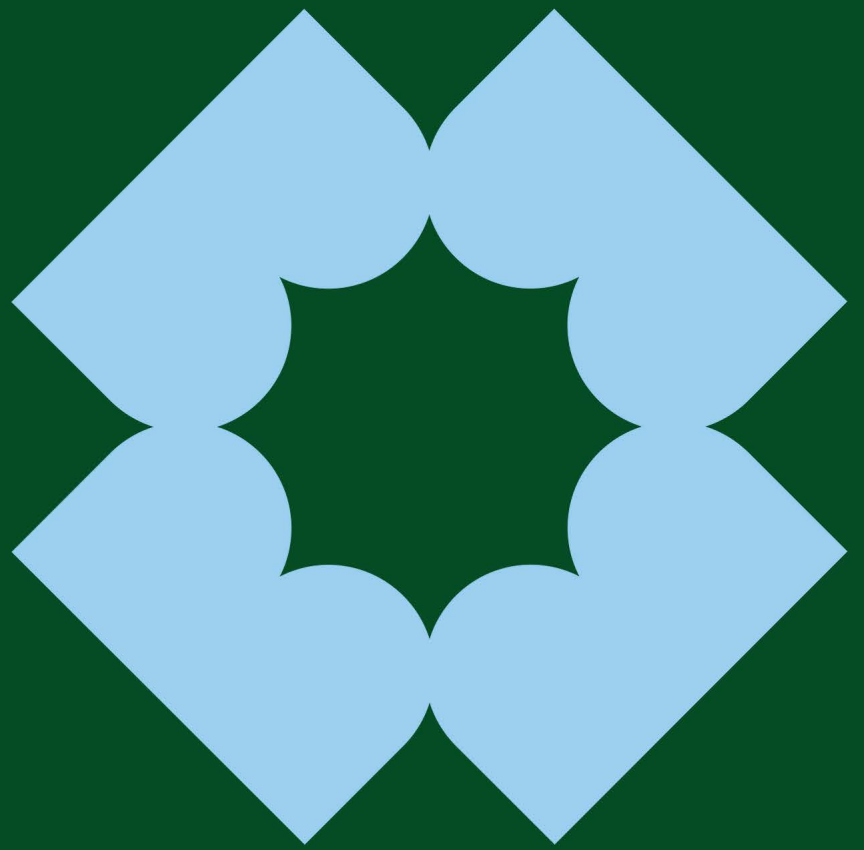




Blossom Grow

Product Disclosure Statement

Blossom Fund
ARSN 645 889 998

Issued by: Gleneagle Asset Management Limited
ABN 29 103 162 278, AFSL Licence 226 199

Blossom

WHAT'S IN THIS PDS?

We hope you find this PDS easy to use. We encourage you to read it all before you make any investment decision.

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PRODUCT DISCLOSURE STATEMENT

Gleneagle Asset Management Limited ABN 29 103 162 278 AFS Licence No. 226 199 (**Gleneagle, Responsible Entity, RE, we or us**) is Responsible Entity of Blossom Fund (**Fund**) and issuer of this PDS. This PDS has not been lodged with the Australian Securities and Investments Commission (**ASIC**) and is not required to be lodged. ASIC takes no responsibility for the contents of this PDS.

The Fund may comprise multiple classes from time to time. There will be a separate PDS for each Class.

This PDS describes only the Class known as Blossom Grow and the Strategy for it.

A reference in this PDS to “Blossom Grow” or to “Blossom Grow Class” is a reference to the Class of the Fund with that name, not a reference to a separate trust.

Although each Class of Blossom Fund can be considered separately from each other Class, Responsible Entity cannot rule out the possibility that any investment in units in any particular Class might be affected by the Fund’s investments held for any other Class available from time to time, so you should read this PDS in full and also consider the PDS for any other Class before you decide whether to acquire, to hold or dispose of an interest in units in any particular Class.

The latest current copy of this PDS is available to be downloaded from the App (including the website blossomapp.com). If you make this PDS available to another person, you must give them the entire PDS, including the application form.

This PDS is not an offer or invitation in relation to the Fund in any place in which, or to any person to whom, it would not be lawful to make that offer or invitation. All references to \$ or amounts are to Australian dollars.

This PDS is current as at 1 June 2026. Information in this PDS is subject to change from time to time. To the extent that the change is not materially adverse to investors, it may be updated by a notice of the change on the Fund’s website at blossomapp.com. If the change is materially adverse to investors, Gleneagle will notify affected investors and supplement or replace this PDS. A paper copy of any updated information will be provided free of charge on request.

No party guarantees or promises the return will equal or exceed the Intended Return of the Blossom Grow Class or any return will be generated, or that the amount of capital invested will gain or retain its value. No company other than Gleneagle makes any statement or representation in this PDS.

This PDS has been prepared without taking into account your objectives, financial situation or needs. You should consider the appropriateness of the Blossom Fund and specifically the Blossom Grow Class having regard to your own objectives, financial situation and needs. You should read the entire PDS, and speak to a financial adviser, before proceeding to acquire or dispose of units in the Fund and specifically the Blossom Grow Class.

Dated: 1 June 2026
Issued by: Gleneagle Asset Management Limited
ABN 29 103 162 278
AFSL Licence 226 199

SERVICE PROVIDERS

Responsible Entity

Gleneagle Asset Management Limited ABN 29 103 162 278
Level 27, 25 Bligh Street
Sydney NSW 2000

Investment Manager**Underwriter & Custodian**

Gleneagle Securities (Aust) Pty Ltd ABN 58 136 930 526
Level 27, 25 Bligh Street
Sydney NSW 2000

Threshold Manager

BlossomApp Pty Limited ABN 74 644 216 151
Level 27, 25 Bligh Street
Sydney NSW 2000

Administrator

Cache Investment Management Pty Ltd ACN 624 306 430
Level 2, 23 Foster Street
Surry Hills NSW 2010

Prime Broker & Custodian

J.P. Morgan Securities LLC ABN 37 109 293 610
277 Park Avenue
New York, NY 10172

Auditor

LNP Audit & Assurance Pty Ltd
ABN 65 155 188 837
Level 8, 309 Kent Street
Sydney, NSW 2000

BLOSSOM GROW SNAPSHOT

FEATURE	SUMMARY
FUND NAME	Blossom Fund
CLASS	Blossom Grow
RESPONSIBLE ENTITY OF THE FUND	Gleneagle Asset Management Limited ABN 29 103 162 278 (AFSL 226 199)
INVESTMENT MANAGER	Gleneagle Securities (Aust) Pty Limited ABN 58 136 930 526 (AFSL 337985)
THRESHOLD MANAGER	BlossomApp Pty Limited ABN 74 644 216 151 CAR #1284228
ADMINISTRATOR	Cache Investment Management Pty Ltd ACN 624 306 430
PRIME BROKER & CUSTODIAN	J.P. Morgan Securities LLC ABN 37 109 293 610
INVESTMENT OBJECTIVE	The Blossom Grow investment objective is to deliver consistent targeted income to the investors of a maximum annualised percentage rate displayed on the App, as amended from time to time, calculated daily, from the time of amendment, on the capital compounded annually (Intended Return). Although this is the stated investment objective there is no guarantee that the Intended Return will be achieved.¹

¹ Threshold Manager is responsible for seeking to achieve the Intended Return. Amendments to the displayed rate affect the Intended Return from the time of amendment, so the Intended Returns will apply *pro rata* for the relevant periods of the displayed rates. Your actual Intended Return across a past period (e.g., a financial year) might not be the current displayed rates since it will also reflect any amendments to the displayed rates during the past year. If the return is below the Intended Return, Threshold Manager may in its discretion either: (i) pay the amount of shortfall to the Fund for Blossom Grow so that Blossom Grow is achieving the Intended Return; or (ii) if there are insufficient funds, request Underwriter to pay the shortfall to it pursuant to the terms of the Intended Return Facility (as set out in Threshold Management and Underwriting Deed) so it can make the relevant payment to the Fund for Blossom Grow in respect of the shortfall. These are discretionary so there is no guarantee that these payments will be made at all. There is no guarantee that investors will receive the Intended Return.

KEY RISKS

Some of the key risks in relation to an investment in the Fund and in particular Blossom Grow are summarised below.

Please refer to “What are the significant risks?” section for a more comprehensive summary of potential risks.

Key risks specific to an investment in Blossom Grow include:

Credit Risk. Responsible Entity in respect of Blossom Grow may be required to rely on the Intended Return Facility and Redemption Facility provided by Underwriter under the Threshold Management and Underwriting Deed:

- to facilitate Blossom Grow meeting the Intended Return when Blossom Grow underperforms;
- to provide that the NAV of Blossom Grow equals the capital when Blossom Grow underperforms; and
- to satisfy investor redemptions from Blossom Grow.

The amounts received by Underwriter (if any) may be insufficient to deliver the Intended Return, prevent capital loss or there may be a delay in paying redemption proceeds.

Liquidity Risk. Blossom Grow invests directly and indirectly in high-grade bonds, government or government related bonds and may invest opportunistically in short-term investment-grade bonds. Investments in bonds (directly or indirectly) may suffer from a lack of liquidity during the term of the bond, or if there is a thin market for the particular bonds. This may result in a delay in paying redemption proceeds or in reduced proceeds of redemptions paid to Blossom Fund (which can contribute to the credit risk – see above).

RISK ASSESSMENT	Medium ²
CLASS INCEPTION	12 March 2026
ENTRY FEES	Nil
EXIT FEES	Nil
THRESHOLD MANAGEMENT FEE	A fee equivalent to any amount remaining of the amount of Return above the Intended Return after payment of management costs (i.e., investment management fees, expenses and costs), but not exceeding the amount which Responsible Entity is entitled to pay to Threshold Manager under the Constitution. Refer to the Fees and Other Costs section of this PDS for more information.

² If solely based on the Standard Risk Measure Guidance Paper For Trustees (SRM) which adopts a standard risk measure (SRM) to calculate the likely number of negative annual returns over a 20 year period, the Fund for the Class would be assessed as low risk return. SRM is not a definitive or complete assessment of risks and other risk factors need to be considered. The category of assets being only or substantially defensive assets such as fixed income would be assessed as a low-risk return. Since the Fund is a managed investment scheme and the Blossom Grow Class may invest in other funds, uses leverage and Interest rate derivatives, the overall risk assessment for the Fund for the Blossom Grow Class is a medium risk return.

BUY / SELL SPREAD	Nil
MINIMUM INITIAL INVESTMENT	\$5,000
MINIMUM ADDITIONAL INVESTMENT	\$5,000
MINIMUM WITHDRAWAL	\$5
MINIMUM BALANCE	\$5,000
UNIT PRICING FREQUENCY	Daily, each business day
APPLICATION PROCESSING	Daily, each business day, after funds are cleared.
REDEMPTION PROCESSING	Withdrawal requests must be submitted through the App by 4pm Sydney time at least four (4) weeks before the end of each investment. Withdrawals will be processed within seven (7) business days after the end of the 12 month term. See "Investing and Withdrawing" for more information.
SWITCHING	Switching to another Blossom Class or for a Blossom Kids account must be requested through the App, the same as for a withdrawal. See "Investing and Withdrawing", "Switching Units" and "Blossom Kids" for more information.
INCOME DISTRIBUTION AND ATTRIBUTION FREQUENCY	Any income distributions and attributions (if available and if made) will be made following the end of each financial year being 30 June each year or more frequently at Responsible Entity's discretion. The default will be an income attribution whereby no cash distributions will be paid to the Unitholders. See "Distributions and Attributions" for more information.

DISCLOSURE PRINCIPLES

DISCLOSURE PRINCIPLE 1

THE INVESTMENT STRATEGY

The investment objective

The objective of Blossom Fund is to seek to ensure consistent and smoother annualised returns through investments managed by appointed investment managers or sub-managers or as managed directly by Responsible Entity, supported by Threshold Manager's management use of the Intended Return Facility provided by Underwriter (as set out in Threshold Management and Underwriting Deed).

The Intended Return is different for each of the Classes because it is dependent on the risk and return for the Class's Strategy. The Intended Return for each Class, including Blossom Grow, is displayed on the App and can change from time to time.

Since the Intended Return is different for each Class (and there can be other differences, such as available withdrawal frequency), the Strategy for each Class will differ only as appropriate for the differences as among the Classes. The strategy of the Blossom Fund as a whole allows for efficiently tailoring the Strategy for each Class.

The investment strategy

The strategy of the Blossom Fund as a whole seeks to generate returns (directly and indirectly) from the more liquid parts of the fixed income market, balanced by fixed income-type returns from other investments, in combination to target the Intended Returns for each Class.

Responsible Entity has appointed Investment Manager for its expertise in managing funds and for managing investment sub-managers.

The focus of the investment strategy for the Fund including Grow is making (direct or indirect) investments in income investments (see Glossary) such as fixed income investments and derivatives. The focus is on investments that return fixed income-type returns, and have fixed-income type risks consistent with the investment objective of the Fund (and for each Class) that complement the timing, returns and risks arising from investments managed by Investment Manager to provide an overall balance (for the Fund and for each relevant Class, such as Blossom Grow).

The strategy for the Fund as a whole is also tax aware and employs a variety of techniques which seek to deliver tax efficiency to investors. The focus and style of Investment Manager for Blossom Grow is to seek out lower probability of default opportunities in fixed income markets relative to risk and then use techniques with the objective of delivering stable returns to investors using a variety of return sources that have well understood correlations.

The Blossom Grow investment strategy may change from time to time. Responsible Entity will notify investors of any material changes to the Blossom Grow Strategy on the Fund's website at www.blossomapp.com.

Investment universe

The investment universe of the Blossom Fund is comprised mainly of income investments, derivatives and cash and cash equivalents. See the Glossary for defined expressions.

Investment Manager's strategy for Blossom Grow is to seek out the best opportunities irrespective of geography across rates, credit and inflation markets. As a result, the investment universe for the Grow investment strategy is determined by the probability of default and overall risk.

The indirect investments will be made by investing in other funds (or classes of funds) managed by Investment Manager or investment sub-managers which have substantially the same investment strategy and investment universe for Blossom Grow Strategy or which otherwise complement other investments held for Grow.

Responsible Entity will permit in the investment universe investments which are assessed on their substance, having regard to all relevant factors including their legal form and risk, credit risk, liquidity risk and investment profile and how they would balance other investments held for Grow.

Key dependencies or assumptions

Blossom Grow significantly relies on the effectiveness of Investment Manager to deliver capital maintenance and for earnings appropriate for Blossom Grow. If Investment Manager does not perform as anticipated, then the Class could underperform or incur losses on capital.

The Class may benefit from the discretionary credit facilities provided by Underwriter for its Intended Return. If Underwriter does not make a payment under the Threshold Management and Underwriting Deed, then the Class could receive a lower return than the Intended Return (i.e., investors will earn less than the prevailing targeted annual rate of return).

For further information regarding the risks associated with the Blossom Grow Strategy, refer to 'What are the significant risks?'.

Diversification and position limits

The Blossom Grow portfolio typically includes indirect investments by investing in other funds (or classes of funds) in up to 450 positions and 25 countries (but at any time may have fewer, or more, positions or country exposures and may also hold direct investments). The Blossom Grow portfolio may contain some derivative positions, particularly if use of the derivative enhances the theme or strategy of the portfolio and allow a limited short exposure to the market.

The Blossom Grow portfolio will generally over a broad time have the following asset allocations (direct or indirectly held):

- Global government and corporate bond or other debt instruments issued by foreign corporations exposure of 0% - 50% of net asset value of Blossom Grow.
- Australian corporate and government bonds of 0% - 100% of net asset value of Blossom Grow.
- Derivatives (exchange-traded and over the counter derivatives) of 0% - 100%, to gain access to the above investment exposures including global government and corporate bonds and these derivatives may be in respect of (i.e., exposed to) sub-investment grade issuers.

Refer to disclosure principles 6 (leverage) and 7 (derivatives) below.

Risks

Please refer to "What are the significant risks?" for details about risks of investing in Blossom Grow.

Is my capital protected?

Returns of capital are not protected or guaranteed.

Risk management strategy

Responsible Entity has sole overall responsibility for risk management of the Fund. It continually monitors risk across key areas including the entire portfolio exposures; performance by Investment Manager; market sector performance and risks; and performance by other service providers.

Investment Manager continually monitors risk across four key dimensions: (i) Portfolio Exposures; (ii) Fund Structure; (iii) Fund Operations; and (iv) organisational competency.

- (i) Portfolio Exposures relates to the individual and aggregate investment and currency exposures contained in the Class's long portfolio, short portfolio and the resulting net exposures.
- (ii) Fund Structure relates to the Fund's counterparties for transactions including over-the-counter derivatives, and prime broking services, as well as the oversight of the legal entities relevant to the Fund.
- (iii) Fund Operations relates to Investment Manager's research, trading, investment analysis, sub-manager supervision and accounting systems, the oversight of the Fund's service providers and other matters of regulation and compliance.
- (iv) Organisational competency relates to the internal operations of Investment Manager, including research, finance, compliance, human resources and communications functions.

Investment Manager conducts a formal risk review of these dimensions on a quarterly basis.

For what type of investor is Blossom Grow suitable?

Blossom Grow is suited to investors who are seeking a consistent targeted return typically above general inflation rates, based on (direct and indirect) exposure to fixed-income type investments, held as an investment which is accessible to the investor only every 12 months (and the required minimum notice is given). Earnings are compounded annually on the last day of the 12 month term (unless withdrawn as permitted). The investor should be prepared to accept the features and risks of investing for those features by a managed fund.

The prevailing Intended Return for Blossom Grow is available on the App (including the website).

There is no guarantee that the Intended Return will be achieved or that any return will be generated. There are risks associated with investing in Blossom Grow (please refer to "What are the significant risks?" for further disclosure about risks of investing in Blossom Grow) and therefore Blossom Grow is suited to those investors who are willing to accept those risks in seeking the desired Intended Return and the 12 month term access.

DISCLOSURE PRINCIPLE 2

INVESTMENT MANAGER AND THRESHOLD MANAGER

Investment Manager

Gleneagle Securities is the Investment Manager for the Fund and is appointed by Gleneagle to manage a portfolio of assets of Blossom Grow. Investment Manager is an Australian incorporated company.

Other investment or sub-managers may also be appointed from time to time to manage different portfolios of assets within Blossom Grow.

Gleneagle and Investment Manager have an investment management agreement, which is substantially in an industry standard format and provides for termination of the appointment of Investment Manager in a number of circumstances including insolvency, breach of an obligation, representation, warranty or undertaking under the agreement or if Gleneagle is required to terminate to comply with relevant law. There is no penalty pay out if the agreement is terminated. There are no unusual or onerous (from an investor's perspective) terms in the investment management agreement.

Threshold Manager

BlossomApp Pty Limited ABN 74 644 216 151 is the Threshold Manager for the Fund and is appointed by Gleneagle:

- To seek to obtain the Intended Return for Blossom Grow.
- If the Return is above the Intended Return, to determine the management costs payable (i.e., management fees, expenses and costs), as described in this PDS current for the relevant period, and to instruct Responsible Entity to accrue such payments daily.
- If the Return is below the Intended Return, at its sole discretion, to decide to make payments into Blossom Grow to meet the Intended Return.
- In its sole discretion, to decide to make payments to Responsible Entity to assist in satisfying withdrawals from Blossom Grow where necessary (and later be repaid for that).
- In its sole discretion, to decide to make payments to Responsible Entity at any time to ensure that the NAV of Blossom Grow equals the capital when Blossom Grow underperforms (and later be repaid for that).

Threshold Manager is an Australian incorporated company owned 50% by Gleneagle Securities (Aust) Pty Ltd (i.e., Investment Manager and Underwriter). Underwriter makes available the Intended Return Facility and the Redemption Facility to Threshold Manager under the Threshold Management and Underwriting Deed, by which Underwriter may make certain payments to Threshold Manager. See section “Threshold Management and Underwriting Deed” below.

Gleneagle, Threshold Manager and Underwriter have signed a threshold management and underwriting deed (**Threshold Management and Underwriting Deed**), which contains commercial terms and provides for termination of the appointment of Threshold Manager in a number of circumstances including insolvency, breach of an obligation, representation, warranty or undertaking under the agreement or if Gleneagle is required to terminate to comply with relevant law. There is no penalty pay out if the Threshold Management and Underwriting Deed is terminated. There have been no adverse regulatory findings against Threshold Manager or its personnel.

DISCLOSURE PRINCIPLE 3

FUND STRUCTURE

The Fund is structured as a registered managed investment scheme and a unit trust. Interests in the trust are divided into “units” relating to each Class of the trust.

Responsible Entity of the Fund is Gleneagle Asset Management Limited (**Gleneagle**).

The Threshold Manager of the Fund is BlossomApp Pty Limited (**BlossomApp**).

Gleneagle Securities (Aust) Pty Limited (**Gleneagle Securities**) is Investment Manager and Underwriter & Custodian appointed for the Fund.

Other key service providers include Fortlake (an investment sub-manager), Cache Investment Management Pty Ltd (Administrator of the Fund), J.P. Morgan Securities LLC (Prime Broker and Custodian of the Fund for some investments and LNP Audit & Assurance (auditors of the Fund).

All key service providers of the Fund are appointed on commercial terms. Service providers are

largely based in Australia.

Gleneagle ensures compliance of its service providers with their obligations under the relevant service agreements and laws by monitoring performance, and by conducting reviews in accordance with its service provider monitoring program.

There are risks of holding assets through third party service providers such as the Prime Broker. These risks are outlined in the section “What are the significant risks?” and “Counterparty risk”.

For information on fees and costs associated with an investment in Blossom Grow, please refer to “Fees and other costs”.

DISCLOSURE PRINCIPLE 4

VALUATION, LOCATION AND CUSTODY OF ASSETS

Below is a table summarising the Class’s typical assets, location of assets and the current custody arrangements.

Assets	location of assets	custodian
direct investments in income investments and derivatives.	Australia, North America, UK/EMEA, Asia Pacific	J.P. Morgan Securities LLC (Prime Broker & Custodian), Gleneagle Securities (or directly in the name of Responsible Entity).
indirect investments.	Australia and Cayman Islands (investing in locations as for direct investments)	Gleneagle Securities (or directly in the name of Responsible Entity).

Please refer to the “Investment Process for Grow” section for information on the geographical exposures of the Class’s investments.

J.P. Morgan Securities LLC is custodian of some investments which it holds on behalf of the Fund for Blossom Grow. Gleneagle Securities and Responsible Entity are custodians of the financial assets which are the investments in other funds, and accounts with financial service providers (including brokers, exchange participants, commercial and investment banks and their subsidiaries and responsible entities of funds and account services).

DISCLOSURE PRINCIPLE 5

LIQUIDITY

It is expected that Blossom Grow will be able to meet redemptions in normal market conditions. In a rapidly moving market, investors could experience a deferral or scaling back to a partial payment of their redemption amount plus a deferral of the outstanding amount.

Underwriter may (in its discretion) assist to fund redemptions under the Threshold Management and Underwriting Deed, by way of making payments to Threshold Manager for Threshold Manager to make corresponding payments to Responsible Entity, to enable Blossom Grow to satisfy redemptions without having to defer redemptions.

The Constitution of the Fund and the Corporations Act permit deferral of redemptions in certain circumstances. Please refer to the section “Investing and Withdrawing” for further information. Responsible Entity is also permitted to defer redemptions if it receives an individual redemption request that represents more than 5% (for an individual member) or redemptions received over a period of 5 consecutive business days for more than 10% (in aggregate) of the number of units in issue. This is commonly referred to as ‘gating’. Responsible Entity also has the discretion to waive these ‘gating’ rights.

Please refer to the section “What are the significant risks?” and “Liquidity risk” for more information on liquidity.

DISCLOSURE PRINCIPLE 6

LEVERAGE

Investments held for Blossom Grow may be leveraged because the use of leverage may enable Blossom Grow to achieve a higher rate of return. Accordingly, Responsible Entity may allow Blossom Grow investments to be used as security (including by transfer of title) in order to borrow additional funds for investment purposes.

Blossom Grow may also leverage its investment return with derivatives and short sales. The amount of borrowings which Blossom Grow may have outstanding at any time may be substantial in relation to its capital. Leverage can magnify both the gains and losses and Unitholders may experience increased volatility in the value of their investments.

Leverage is employed via the prime broking relationship with J.P. Morgan Securities LLC, or other trading counterparties who impose a strict set of leverage limits, asset class criteria restrictions as well as concentration risk calculations on Blossom Grow.

The Prime Broker or other counterparties may enter into leveraged transactions (e.g., short selling or derivatives) and may hold some assets of Blossom Grow as collateral for those transactions.

Please refer to the sections “What are the significant risks?” and “The Prime Broker” for more information on leverage.

Worked example of impact of leverage on investment returns and losses

The following table provides examples of two different scenarios of Blossom Grow performance and their theoretical outcome if Blossom Grow was at its maximum gross market exposure (2.5x) with no protection through short selling.

At Blossom Grow maximum gross market exposure, this means that for every \$1 of Blossom Grow net asset value, Blossom Grow is leveraged \$2.50. Note that this example does not take into account borrowing or trading costs. The examples use an investment of \$50,000 and the maximum anticipated and allowed leverage of 2.5x:

RETURN ON INVESTMENTS	TOTAL GROSS PORTFOLIO EXPOSURE	TOTAL PORTFOLIO GAIN/(LOSS)	TOTAL PORTFOLIO VALUE
Portfolio return +10%	\$125,000	\$12,500	\$62,500
Portfolio return -10%	\$125,000	(\$12,500)	\$37,500

DISCLOSURE PRINCIPLE 7

DERIVATIVES

Responsible Entity may, in its discretion, directly or indirectly invest in derivatives or in exchange traded funds to gain an intended exposure or manage a particular risk.

Derivatives (both exchange traded and over the counter) may be used indirectly (or may be used directly) in the management of Blossom Grow for purposes including the following:

- managing investment risk and volatility of a security or market.
- managing actual and anticipated interest rate risk and credit exposure.
- managing currency risk and adjusting currency exposure.
- achieving asset exposures without buying or selling the underlying securities.
- creating short exposure to a security or market where permitted.
- generating additional income.
- adding to the gearing levels of Blossom Grow portfolio.
- managing tax outcomes for Blossom Grow.
- managing strategic and tactical asset allocation strategies.
- taking advantage of price differences (known as arbitrage).

Please refer to the sections “What are the significant risks?” and “The Prime Broker” for more information on the use of derivatives.

DISCLOSURE PRINCIPLE 8

SHORT SELLING

Short selling may be undertaken by Blossom Grow as part of the investment strategy. Responsible Entity may, for Blossom Grow, engage in short selling by borrowing bonds (including through the Prime Broker or other brokers and providing the required collateral).

The risks of short selling are set out in the section “What are the significant risks?”.

DISCLOSURE PRINCIPLE 9

WITHDRAWALS

Withdrawal requests must only be made through the App.

Each investment is for a twelve (12) month term. Notice of withdrawal must be given at least 4 weeks prior to the end of the term. Important information on the timing of payments for processed withdrawals and the important requirements and limitations in relation to withdrawals are set out in the section “Investing and Withdrawing”. In some circumstances, such as when Blossom Grow is illiquid, investors will not be able to withdraw from Blossom Grow.

If the withdrawal requirements are altered, you will be notified in writing. Please also refer to the section “What are the significant risks?” and “Liquidity risk” for more information on liquidity.

Redemption Facility

Underwriter has made available a credit facility to Threshold Manager under the Threshold Management and Underwriting Deed to assist Responsible Entity in satisfying withdrawals from Blossom Grow. The facility is only made available if Blossom Grow does not have the liquidity required to satisfy the withdrawals for any given day in Underwriter's discretion. The facility is intended to bridge the time delay from receiving the receipts from realising assets (if necessary) to satisfy the withdrawal requests.

DISCLOSURE BENCHMARKS

This PDS addresses the following two disclosure benchmarks:

BENCHMARK 1

VALUATION OF ASSETS

This benchmark addresses whether valuations of Blossom Grow non-exchange traded assets are provided by an independent administrator or an independent valuation service provider.

MET OR NOT MET?

The Blossom Grow Class meets the valuation of assets benchmark. Any non-exchange traded assets (such as over the counter derivatives) are valued by the Prime Broker or Administrator (who are unrelated to Gleneagle).

BENCHMARK 2

PERIODIC REPORTING

This benchmark addresses whether we provide periodic disclosure to our investors of certain key Blossom Grow information on an annual and monthly basis.

MET OR NOT MET?

The Blossom Grow Class does not meet this benchmark because it will not ordinarily make the following information available to unit holders in Blossom Grow on a monthly basis:

- the current total net asset value of the Blossom Fund.
- The net return of the Blossom Fund assets after fees, costs and taxes.

We will advise unit holders should there be any changes to the following:

- any changes to key service providers including any change in related party status in respect of Blossom Grow and in respect of the Fund more generally.
- any material changes to the risk profile and strategy of Blossom Grow more generally.
- any material changes related to the primary investment personnel responsible for Blossom Grow more generally.

WHAT ARE THE BENEFITS OF INVESTING IN BLOSSOM GROW?

Benefits of investing in Blossom Grow

Some key benefits of Blossom Grow include the following:

- investment exposure to income investments managed in a regulated managed investment scheme.
- easily accessible investment through the Blossom App for Blossom Grow providing for daily applications each business day and redemptions annually.
- relatively lower minimum account balance and minimum additional investments of \$5,000 for investments and investment exposure of this type.
- flexibility of minimum withdrawals of \$5 (subject to the minimum balance for each investment).
- credit facilities provided by Underwriter:
 - to pay, at its discretion, to Threshold Manager the amount required to make up any shortfall of the Return to the Intended Return (and for Threshold Manager to make the corresponding payment to the Fund for Blossom Grow),
 - to make advances, at its sole discretion, to provide liquidity to Threshold Manager to pay investors redemptions within the timeframes as set out in this PDS (and for Threshold Manager to make the corresponding payment to the Fund for Blossom Grow).
- transparent and daily up-to-date information available in the Blossom App about your investment in Blossom Grow.
- investors have exposure to a highly diversified portfolio substantially based on exposure to income investments.

THRESHOLD MANAGEMENT AND UNDERWRITING

Under the Threshold Management and Underwriting Deed, Threshold Manager at its sole discretion, has the ability to pay the amount of shortfall to Responsible Entity for Blossom Grow so that Blossom Grow is achieving the Intended Return.

The Intended Return is expressed as an annualised percentage rate at the time. The rate may be amended (up or down) at any time.

It will be displayed on the App. An amended rate applies from the time of amendment. The current rate at any time applies on a *pro rata* for so long as that displayed rate is current. For example, an Intended Rate of 7.0% p.a. is an annualised rate applying *pro rata* each day it applies. If changed to, say, 6.75% p.a., then that new annualised rate immediately applies on a daily rate going forwards. While the current Intended Rate applies to the Intended Return Facility and the Redemption Facility, your actual investment return across a past period (e.g., a financial year) will reflect any amendments to the Intended Return during that past period.

If the Class underperforms and the Return is below the Intended Return, Threshold Manager may at its discretion, either:

- pay the amount of shortfall to the Fund for Blossom Grow so that Blossom Grow is achieving the Intended Return; or
- if there are insufficient funds, request Underwriter to pay the amount of shortfall under the relevant credit facility (which may be made in Underwriter's discretion) to it so that it can make the relevant payment in respect of the shortfall to Blossom Grow.

When the Class outperforms and the Return is above the Intended Return, Threshold Manager determines the amounts of fees and expenses payable as set out in the PDS current for the relevant period and advises Responsible Entity to accrue such payments daily. These fee amounts include the excess funds (net of all other fees and expenses) above the Intended Return of Blossom Grow paid to Threshold Manager via the Threshold Management Fee.

Under the Threshold Management and Underwriting Deed, Underwriter provides the:

- (i) **Intended Return Facility:** Underwriter agrees under the Threshold Management and Underwriting Deed to pay, at its discretion, to Threshold Manager the amount required to make up any shortfall of the Return of Blossom Grow from the Intended Return.
- (ii) **Redemption Facility:** Underwriter agrees under the Threshold Management and Underwriting Deed to make advances, at its sole discretion, to provide liquidity to Threshold Manager to pay investors redemptions within the timeframes required as set out in the PDS current for the relevant period.

BLOSSOM APP

Blossom Fund uses platforms through which investors may make applications to acquire units in Blossom Grow, redeem their investment, switch or check the value of their investments. All of them together are referred to as the App. This includes Blossom apps for smartphones and devices and the Blossom web app (the App). Refer to section “Investing and Withdrawing” from Blossom Grow for more information on how to apply for and withdraw your investment through the App.

INVESTMENT PROCESS FOR GROW

Responsible Entity’s investment process

Responsible Entity is responsible for the entire investment process of the Fund, including for each Class such as Blossom Grow.

Responsible Entity has appointed Investment Manager for its expertise in investment management.

Responsible Entity monitors and reviews Investment Manager’s investment process by regular reports and its own analysis, formal and informal.

Based on Investment Manager’s performance and the portfolio managed by Investment Manager, Responsible Entity monitors, assesses and reviews investments for the Blossom Grow Strategy.

Ordinarily this will include assessment of the legal form, risk and substance of the investment, credit risk, performance risk, related party risks (if any), liquidity risk, investment profile risk and relationship with the current and foreseeable portfolio of Blossom Grow, having regard to market conditions and the Class’s investment objective.

Labour and environmental, social and governance (ESG) or ethical considerations

Responsible Entity has adopted the ESG policy of BlossomApp for the Fund (available on the App). The ESG policy accommodates the nature of the Fund, including its investment objectives, strategies, service providers and takes into account the investment objective of the Intended Return.

The Fund’s adopted ESG policy may change from time to time (ordinarily without other notice to investors and without a change to disclosures in this PDS), though it is not expected that any change will lead to any material impact on the Fund or on Blossom Grow in particular.

Owing to the features of the Blossom Grow Class including the typical indirect investments and direct derivative investments for the Class, the ESG policy focuses on ESG principles and considerations for investing and for incorporation into the entire investment process, including appointing investment managers and monitoring their investment processes for Blossom Grow.

Blossom Grow geographic exposure

Blossom Grow Class will typically have geographical exposures of:

GEOGRAPHIC LOCATION	GROSS EXPOSURE RANGE
North America	0-50%
UK/EMEA	0-50%
Asia Pacific (predominantly Australia)	0-100%

These geographical allocations are guidelines only and may be varied from day to day by actual investments made or changing in value.

What corporate governance processes are in place to manage my investment?

Under the *Corporations Act 2001* (Commonwealth) and the Fund documents, investors are provided with several layers of oversight providing a robust and appropriate corporate governance structure.

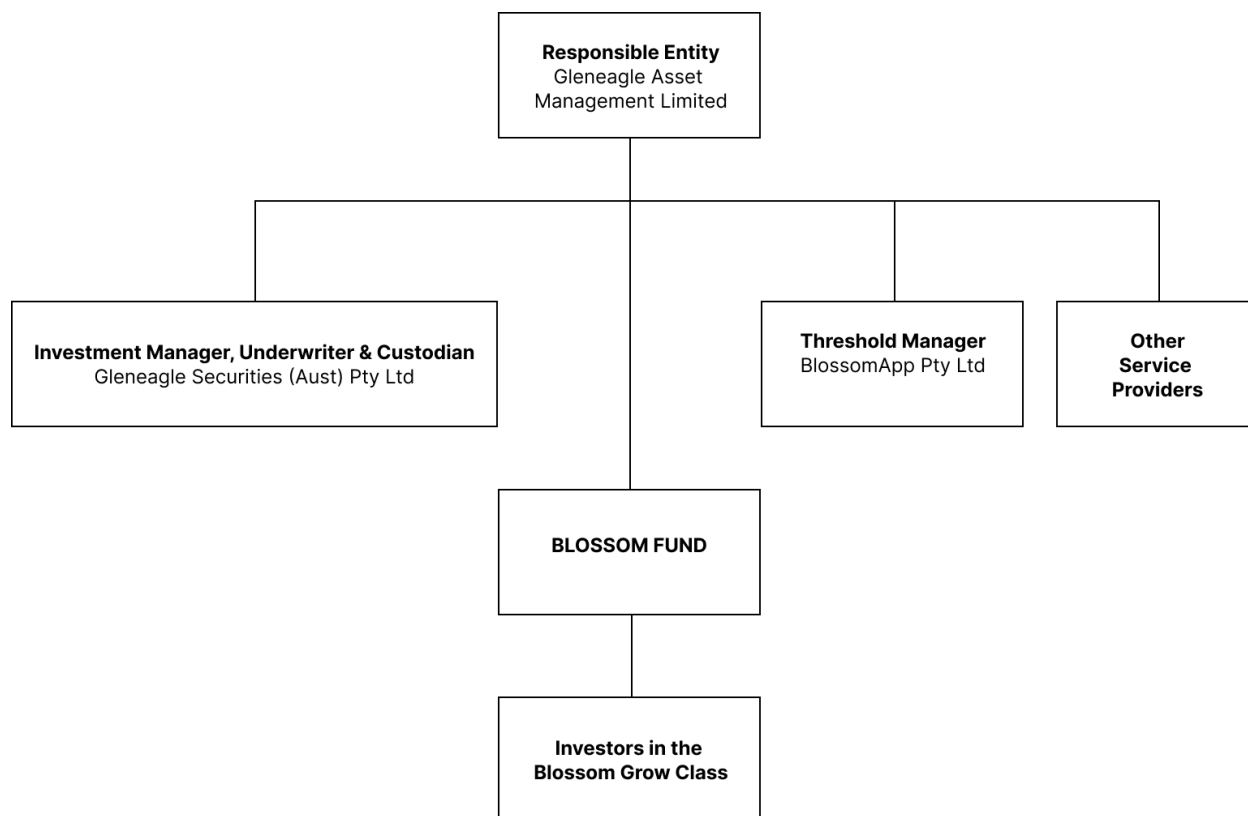
The structure provides additional investor safeguards through the separation of duties, specialisation of expertise, clear lines of responsibility and layered approval processes.

The Fund is operated by a responsible entity who holds an appropriate Australian financial services licence. Responsible Entity for the Fund is Gleneagle. Responsible Entity has appointed BlossomApp as Threshold Manager, Gleneagle Securities as Investment Manager, Underwriter and Custodian, Cache Investment Management Pty Ltd as Administrator, and J.P. Morgan Securities LLC as the Prime Broker and Custodian (of the Fund for some investments).

Similar to most Australian managed investment schemes for managing funds, the Fund is a unit trust comprising Classes within the trust. In exchange for your invested money, you are issued units in a Class. Certain rights (such as a right to any income and a right to vote) attach to your units in a Class. You may also have obligations in respect of your units in a Class.

The structure of the Fund

The following diagram summarises the management and governance structure of the Fund:



Need help?

If you need advice about investing generally, then speak to a financial adviser. ASIC can help you check if they're licensed.

ASIC's website can be found at asic.gov.au.

If you have questions about the Fund, contact us by email at blossom@blossomapp.com.

WHAT ARE THE SIGNIFICANT RISKS?

Investing in the Fund for Blossom Grow Class involves various risks.

Investment performance risks

Registered holders of units in Blossom Grow (Blossom Grow Unitholders) may lose capital, or Blossom Grow may underperform in respect of its investments, resulting in the Intended Return not being achieved. Unitholders should expect that Blossom Grow unit prices, and total returns, may materially fluctuate over time. This investment performance risk is inherent for a managed fund investing directly and indirectly primarily in a portfolio of income investments.

A feature of this risk arises from the fixed twelve (12) month term of each investment and the minimum 4 week prior notice for withdrawal. There could be a material reduction in value by the last time for giving notice of withdrawal, and there could be further reduction in value by the redemption date.

This risk to the investor is partly managed by the limited early redemption facility. See the sub-section "Early redemptions in very limited circumstances" in the section "Investing and withdrawing".

About risk and return

Unitholders should be aware that there is no guarantee that the implementation of the investment objective or process will not result in losses to Blossom Grow Unitholders. The Intended Return to Blossom Grow and the return of capital are not guaranteed by any person or organisation, including Investment Manager, Threshold Manager, Underwriter, Responsible Entity, Prime Broker or the Custodians.

Therefore, each investor should carefully consider the risks of investing and, where necessary, seek professional advice as to the suitability of investing in Blossom Grow.

Manager Skill

For Blossom Grow, Responsible Entity relies on Investment Manager to outperform other investment options. If Investment Manager makes the wrong decisions, Blossom Grow can have reduced or even negative returns.

Investment Manager can be wound up or liquidated, it can cease to manage the relevant Blossom Grow assets and be replaced. Its investment methodology can change. It can poorly manage operational risks and its managed assets can perform poorly.

If any of these events occurs in respect of Investment Manager or any other investment management service provider, Gleneagle would do all things reasonably practicable to seek a replacement, with a similar investment management profile if thought appropriate or look to wind up Blossom Grow.

Key Person Risk

Only a small number of investment professionals are responsible for managing Blossom Grow and their personal circumstances can change. From time to time, there may be changes to the personnel of Responsible Entity, Investment Manager or of Threshold Manager.

Such changes may include key personnel and may have an impact on investment returns of Blossom Grow.

Credit Risk

The return on the investment may be required to rely on the Intended Return Facility and Redemption Facility provided by Underwriter under the Threshold Management and Underwriting Deed to:

- facilitate Blossom Grow in meeting the Intended Return when Blossom Grow underperforms,
- ensure the NAV of Blossom Grow equals the capital when Blossom Grow underperforms,

- satisfy investor redemptions from Blossom Grow.

The amounts received by Underwriter may be insufficient to deliver the Intended Return, prevent capital loss and there may be a delay in paying redemption proceeds.

Liquidity

Responsible Entity may invest for Blossom Grow directly, or indirectly in or for exposure to, high-grade bonds, government or government related bonds and may invest opportunistically in short-term investment-grade bonds. Investments in bonds may suffer from a lack of liquidity during the term of the bond, or if there is a thin market for the particular bonds.

Responsible Entity may invest for Blossom Grow directly or indirectly in or for exposure to high-grade or lower-grade investments (including managed funds) with fixed-income type investment returns (and features or risks that may differ from directly held fixed-income investments). Since these are intended to balance to some degree (which may vary at any time) other investments held for Blossom Grow, the investments made by Responsible Entity for the Blossom Grow Strategy may have significantly different profiles for investment return, liquidity or credit risk including arising from issuance by other managed funds. These risks are managed by Responsible Entity's investment process and selecting investments that are consistent with Blossom Grow's Strategy.

Underwriter has provided a credit facility to assist with liquidity in funding redemptions; however, there is a risk that Underwriter does not make payments under its discretion in the Threshold Management and Underwriting Deed with respect to funding the facility (e.g., if Underwriter does not have sufficient liquid funds to do so). This may result in delay in paying redemption proceeds or redemption amounts not being fully met.

Leverage

Responsible Entity may invest for Blossom Grow by leveraging the capital of the Fund because it believes that the use of leverage may enable Blossom Grow to achieve a higher rate of return. Accordingly, Responsible Entity may use Blossom Grow investments as security (including by securities lending or as collateral for options or other derivatives) in order to borrow additional funds or otherwise access credit for investment purposes.

Responsible Entity may also leverage its investment return for Blossom Grow with derivatives.

The amount of borrowings or other credit which Blossom Grow may have outstanding at any time may be substantial in relation to its capital. Leverage can magnify both the gains and losses and Unitholders may experience increased volatility in the value of their investments including over the time notice is given by the Unitholder for withdrawals and when the withdrawal proceeds are calculated.

Diversification

Responsible Entity intends to seek to diversify Blossom Grow investments as it deems appropriate and consistent with the Blossom Fund investment objective and the Blossom Grow Strategy. If the Blossom Grow investment portfolio is concentrated in a relatively smaller number of investments, then the portfolio will tend to be subject to a greater level of volatility.

Responsible Entity aims to manage this by monitoring the portfolio including using Investment Manager and deciding whether to invest in, vary or dispose of other investments from time to time.

Derivatives Risk

Derivatives, such as options, futures and swaps, may be used for Blossom Grow for hedging and non-hedging purposes, such as:

- To manage particular risks (e.g., currency risks).
- When it is more efficient to execute a particular investment strategy via the derivative.

- To reduce risk or gain exposure to other types of investments when appropriate.

The risks of using derivatives might include: the value of the derivative failing to move in line with the underlying asset, potential illiquidity of the derivative, the possibility that the derivative position is difficult or costly to reverse, the derivative not performing as expected, and counterparty risk.

Short Selling Risk

Blossom Grow may use short selling from time to time. Short selling fixed income securities creates the risk of losing an amount greater than the initial investment and can also involve borrowing and other costs which may reduce profits or create losses.

Counterparty Risk

Counterparty risk is the risk of loss caused by another party defaulting on its financial obligations either because they become insolvent or cannot otherwise meet their obligations to Responsible Entity allocated to Blossom Grow. A party defaulting on its obligations could subject Blossom Grow to substantial losses because Responsible Entity will still be required to fulfil its obligations on any transactions which were to have substantially offset other contracts allocated to Blossom Grow.

Currency Risk

Blossom Grow will have exposure to investments which are denominated in currencies other than Australian dollars. There is a risk that the value of investments of Blossom Grow will change due to movements in the exchange rate between a relevant foreign currency and the Australian dollar.

Interest Rate Risk

Interest rates and bond prices generally have an inverse relationship. Changes in interest rates can have a direct impact on bond prices and the returns available on the investments of Blossom Grow.

They can also have an indirect positive or negative impact on the relative attractiveness of fixed income instruments to other asset classes, or on the capacity to service any borrowings or other leverage by Responsible Entity allocated to Blossom Grow.

The actual impact and timing of effects arising from interest rate changes can be complex and investment management strategies can fail to cover all scenarios. For Blossom Grow, with relatively longer term investments (for Unit holdings available only on successive 12 month terms) yet with additional investments possible throughout the year, the interest rate risk, diversity risk and liquidity risks are managed by Blossom Grow potentially accessing fixed interest-type investments whose features and risks complement other investments (e.g., directly or indirectly in bonds) made for the Blossom Grow Class.

Foreign Taxation

Responsible Entity may invest for Blossom Grow in markets located in many jurisdictions around the world with different tax regimes, some of which may subject Responsible Entity to withholding or other taxation allocated to Blossom Grow, which may impact Blossom Grow returns.

Investments in other funds managed or held by Investment Manager, investment sub-managers or Gleneagle

The investment strategy and investment universe of Blossom Grow allow investments in funds or other indirect investments which are managed by Investment Manager, investment sub-managers or Gleneagle.

While the Fund as a whole and the Blossom Grow Class in particular are not intended to be a “fund of funds”, there are some risks arising from such indirect investments:

- There is a risk of the investment strategies of the funds or indirect investments diverging materially from the investment strategy for Blossom Grow or, even if aligned,

not being implemented in alignment with the investment strategy. This is managed by the mandate to Investment Manager for Blossom Grow and by Gleneagle monitoring the investment strategy and reports on the composition of the investments in the funds or indirect investments in which Blossom Grow is invested.

- There is a risk that the investments in the funds or indirect investments will be illiquid, since they are subject to their own rights, powers and discretions, and might become illiquid sufficient to trigger the rights to suspend redemptions of those investments held for Blossom Grow.
- There is a risk that Investment Manager and sub-managers will cease managing those other investments or that the investment strategy of those funds or indirect investments will change (from being aligned with Blossom Grow investment strategy). If this were to occur, Responsible Entity would assess at the time the outcomes and risks for Blossom Grow and make appropriate changes.
- There is a potential risk that the indirect investments would cause there to be higher expenses for Blossom Grow, due to the fees, charges and costs of the funds or indirect investments. There is a potential risk of Investment Manager, sub-managers and Gleneagle having conflicts of interest and duties, due to their respective roles.

Multi Class Risk

Risks may arise due to the Fund being managed on the basis that each Class corresponds with its own Strategy. It is possible that not all of the risks may be identified in this PDS due to the open-ended nature of the Fund, since investments in each Class might affect investments made for other Classes, due to tax and legislative or other risks that cannot be fully controlled by Responsible Entity or known in advance and disclosed in this PDS.

While it is intended that the Fund operates as far as possible on the basis that Responsible Entity allocates assets, liabilities, expenses and income to each Class according to investments made for a Strategy, this separate allocation cannot be assured at all times in the future. Responsible Entity will try to make the allocations based on information provided to it but will not independently verify data given to it.

The Australian taxation laws have been amended to clarify some aspects of a trustee's capacity to allocate franked distributions and capital gains to different beneficiaries and have that recognised for taxation purposes, but that law may continue to be tested and evolve over time and in any case does not cover all of the potential kinds of assets that the Fund might invest in or income that it might receive.

The full taxation treatment for Unitholders of receiving distributions in respect of the Fund may therefore be affected by assets held in relation to Classes of units a Member does not invest in and, as a result of that, the tax outcome may differ from that tax expected if the investor were to invest in the underlying assets directly, or in a managed fund with only a single class of units. This leaves an investor with a potential risk of uncertain tax treatment arising from their investments, including arising from the Fund's investments and that cannot be further described or quantified in this PDS.

It is possible that shortfalls in investments for a particular Class may result in that shortfall having to be made good by Responsible Entity drawing on assets acquired for another Class. This could come about for various reasons including, but not limited to, the use of derivatives including options and this PDS cannot reasonably try to anticipate all of those reasons. Although it is intended that the investment guidelines and strategies for each Class and implementation of them, would avoid that occurring under the current law, Responsible Entity cannot give any assurance that the value of units in any Class will always strictly follow only investments made for the corresponding Strategy.

Common risks associated with most multiclass managed funds include the risk that Blossom Grow as a Class may be terminated or that the fees and expenses for this Class could change.

Blossom Fund Risk

Common risks associated with most managed funds include the risk that Blossom Fund as a

whole may be terminated, the fees and expenses could change, or Responsible Entity or Investment Manager could change. Further, Responsible Entity has the discretion to compulsorily redeem units in Blossom Fund including just in Blossom Grow.

In addition, the results of investing in Blossom Grow may lead to different results compared with investing directly in income investments (if available to the investor) because of income or capital gains accrued in Blossom Grow and the consequences of other investors investing in, or withdrawing from, Blossom Grow.

The Intended Return is set by Responsible Entity. There is no guarantee that it will be met or that any returns will be generated. Since it is discretionary, it can be changed at any time, without prior notice. It is not linked to any benchmark, so it could be changed (up or down) at any time, and not move in accordance with changes in, for example, rates announced by the Reserve Bank of Australia, consumer price indices or stock market indices.

A feature of this risk arises from the fixed twelve (12) month term of each investment and the minimum 4 week prior notice for withdrawals. It is permissible for the Intended Return to be reduced, or held low, relative to improvements in relevant market conditions, even after the investment has begun, which could reduce earnings for the remainder of the term. While this is permissible due to the discretion of Responsible Entity, Responsible Entity considers this to be very unlikely. This risk to the investor is partly managed by the limited early redemption facility. See the sub-section “Early redemptions in very limited circumstances” in the section “Investing and Withdrawing”.

Service Provider Risk

Blossom Fund relies on external service providers in connection with its operations. Services include prime brokerage/custody, fund administration and middle office.

There is a risk that these service providers may not meet their contractual obligations or seek to terminate their services to Responsible Entity for Blossom Fund. In this situation, Responsible Entity may be required to replace a service provider, and this may lead to a disruption to the activities of Blossom Grow.

Related Party Risk

Each of Responsible Entity and Threshold Manager has significant roles and responsibilities in relation to Blossom Fund as a whole including with respect to Blossom Grow. They are both related parties of Gleneagle Securities (Aust) Pty Ltd (i.e., Investment Manager, Underwriter and Custodian). There is a risk that decision-making between the entities may not be impartial and may adversely affect the viability or performance of Blossom Grow.

This risk is mitigated since Responsible Entity has a duty to Blossom Fund Unitholders and must always act in the best interests of Blossom Fund Unitholders as a whole and all arrangements with respect to Blossom Fund are entered into on commercial terms. Underwriter is not entitled to a fee paid from Blossom Fund or Blossom Grow in particular. Responsible Entity also has policies and procedures with respect to managing conflicts of duties and interests.

Legal, Regulatory & Tax Risk

Legal, regulatory and tax changes could occur during the term of Blossom Grow, which may adversely affect Blossom Grow and its underlying investments. The value or tax treatment of an investment, or the effectiveness of the Blossom Grow Strategy may be adversely affected by changes in government (including taxation) policies, regulations and laws, or changes in generally accepted accounting policies or valuation methods.

Withdrawal Risk

If market events reduce the liquidity of Blossom Grow investments, the generally applicable

timeframe for meeting withdrawal requests might not be met. In addition, if an investor or a group of investors in Blossom Grow seek to make large withdrawals, then selling assets to meet those withdrawals may result in a detrimental impact on the price received by Blossom Grow for those assets. In certain circumstances, it may be necessary to suspend withdrawals to allow sufficient time for liquidation of assets to meet withdrawals (see above 'Liquidity Risk'). It may also be necessary to distribute capital of Blossom Grow by way of an *in specie* distribution of the underlying assets to investors.

This risk is mitigated by Underwriter making available a credit facility to Threshold Manager under the Threshold Management and Underwriting Deed to assist, in Underwriter's discretion, satisfying withdrawals from Blossom Grow.

FEES AND OTHER 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 account balance rather than 1% could reduce your financial 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 contribution fees and management costs where applicable. Ask the Fund or your financial adviser.

TO FIND OUT MORE

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

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 managed investment scheme relating to Blossom Grow.

Information about taxes is set out in another part of this document. You should read all the information about fees and costs, because it is important to understand their impact on your investment.

BLOSSOM GROW CLASS		
Type of fee or cost ³	Amount	How and when paid
Ongoing annual fees and costs		
Management fees and costs⁴ The fees and costs for managing your investment	0.7% p.a. of Net Asset Value 0.5% p.a. of investors' net capital balance	calculated on the last business day and accrued daily and paid monthly in arrears

³ All fees are exclusive of GST and exclusive of any reduced input tax credit (RITC).

⁴ This is Gleneagle's reasonable estimate at the current date of this PDS for the current financial year and Gleneagle will be reimbursed indirect costs of up to 0.5% p.a. of the net capital balance.

BLOSSOM GROW CLASS		
Type of fee or cost³	Amount	How and when paid
Performance fees Amounts deducted from your investment in relation to the performance of the product	Nil	Not applicable
Ongoing annual fees and costs		
Transaction Costs The costs incurred by Blossom Grow when buying or selling assets	0.1% p.a. of investors' net capital transactions	Paid by Blossom Grow when incurred
Member activity related fees and costs <i>(fees for services or when your money moves in or out of Blossom Grow)</i>		
Establishment fee The fee to open your investment	Nil	Not applicable
Contribution fee The fee on each amount contributed to your investment	Nil	Not applicable
Buy-sell spread An amount deducted from your investment representing costs incurred in transactions by Blossom Grow	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 investment options	Nil	Not applicable

EXAMPLE OF ANNUAL FEES AND COSTS

This table gives an example of how the fees and costs for Blossom Grow can affect your investment over a one-year period. You should use this table to compare Blossom Grow with other managed investment products. It is important to read the assumptions and notes below the table.

EXAMPLE Blossom Grow		BALANCE OF \$50,000
CONTRIBUTION FEES	Nil	For every additional \$5,000 you invest, you will be charged \$0.
PLUS MANAGEMENT FEES AND COSTS	1.2% p.a.	And , for every \$50,000 you have in Blossom Grow the Class will bear \$600 each year.
PLUS PERFORMANCE FEES	0% p.a.	And , you will be charged or have deducted from your investment \$0 in performance fees each year.
PLUS TRANSACTION COSTS	0.1% p.a.	And , Blossom Grow will bear \$50 in transaction costs.
EQUALS COST OF THE FUND ⁵	1.3% p.a.	If you had an investment of \$50,000, Blossom Grow would bear the cost of up to \$650 each year. Please note that these are not deducted from your investment. This is the portion your Unitholding would bear of the costs incurred for Grow Class in managing investments for Blossom Grow and that this is only an example.

The Corporations Act requires that when calculating management costs in this table we must assume that the value of your investment remains at \$50,000 and Blossom Grow unit price does not fluctuate. Management costs actually incurred will depend on the market value of your investment and the timing of your contributions (including any reinvestment of distributions or income attributions) during any 12 month period.

Totals may vary from the expected number due to rounding. This example does not include adding an additional contribution during the year because each new contribution is a separate investment.

⁵ The figure reflects Gleneagle's reasonable estimate that will apply for the current financial year. Please refer to 'additional explanation of fees and costs' section for more information. All fees are exclusive of GST and exclusive of any RITC.

ADDITIONAL EXPLANATION OF FEES AND COSTS

About management costs and other fees, charges and costs

These include investment management fees, indirect costs, audit costs, legal costs, and administration and custody fees. Management costs do not include transactional costs. On any given day, the amounts payable to fee recipients is to be calculated and accrued daily, until the amount of Return above the Intended Return is exhausted, in the following order and subject to any waiver or deferral as agreed from time to time:

- (i) investment management fees.
- (ii) Indirect Costs (see below).
- (iii) Threshold Management Fee (see below).

If the Return is not sufficient to allow for the payment of all fees and costs to the fee recipients, then the fees will be waived or reduced in the order of priority as listed above.

Management fees

Gleneagle may appoint more than one investment manager (including Investment Manager and sub-managers) in respect of Blossom Grow. If more than one investment manager is appointed, each investment manager will be appointed in respect of a portfolio.

Investment Manager is entitled to a management fee of up to 0.5% per annum (exclusive of GST) of the Net Asset Value (before fees and indirect costs) for assets in the Blossom Grow Class as at the end of each business day calculated on the last business day and accrued daily and payable monthly in arrears. The management fee is charged for acting as Investment Manager in respect of Blossom Grow, managing its investments and overseeing Blossom Grow operations.

Investment Manager's investment fee has been waived to the extent of and in proportion to the amount of capital invested in other investments if an investment management fee is being charged for them by Investment Manager and sub-managers.

Threshold Management Fee

What is incurred

Threshold Manager is entitled to a Threshold Management Fee of:

- (i) any amount of the Return⁶ that is above the Intended Return, less
- (ii) all management fees.

This is applied on a Class by Class basis. Threshold Manager is entitled to be paid out of Blossom Grow.

The Threshold Management Fee is calculated at the end of each business day and accrued daily, and payable quarterly in arrears.

Why it is incurred

The Threshold Management Fee is charged for the provision of the threshold management

⁶ The value of the Assets of the Class above the investors' net capital balance less any expenses of the Class at the end of each business day, incurred by Responsible Entity in its proper performance of its duties, for which Responsible Entity is indemnified in accordance with the Constitution (but not including any investment management fee, Threshold Manager Fee, or any expenses of the Trust paid by Threshold Manager and not recovered from the Fund for the Class).

services to Blossom Grow under the Threshold Management and Underwriting Deed.

Why isn't it included in the "management costs" or "management fees" above?

It is a very important charge for investors to know about and to consider in deciding whether to acquire or to hold units in Blossom Grow but it is not considered to be a cost of managing the investments for Blossom Grow within the rules for the disclosures above.

It is a charge (called the "Threshold Management Fee") separate from fees, charges and costs of "management costs" or "management fees". It is for the services seeking to reach the investment return threshold, not for managing the investments. For better transparent comparison of "like with like" fees, charges and costs, this is described here, separately from (investment) management costs or fees.

How does it impact my investments?

Since it depends on the performance of Blossom Grow, it is not known in advance whether the amount is payable by the Blossom Grow. Any previous payment is never a guide as to whether future payments will be paid or their amounts.

The general effect of the Threshold Management Fee, over time, would be to limit the Return (which is after all management costs (i.e., management fees, expenses and costs)) to the Intended Return (adjusted *pro rata* for the periods when different Intended Returns applied). If in any quarter there is outperformance of Blossom Grow (after management costs), the payment of this fee to Threshold Manager means investors will not receive a Return above the Intended Return. You should consider this an important additional cost (paid out of the Class, not directly by you).

The Threshold Management Fee is compensation to Threshold Manager for what it does under the Threshold Management and Underwriting Deed. The Fee is structured in timing, amounts and conditional nature for supporting the key aim of Blossom Fund seeking to achieve consistently the Intended Return.

Performance Fee

The Fund does not charge a performance fee for Blossom Grow.

Indirect costs

Indirect costs are costs incurred in managing the Fund as a whole and also specifically for Blossom Grow which directly or indirectly reduce the return on a product. Gleneagle is entitled under the Constitution to be reimbursed out of the Fund's assets for the expenses incurred in the proper performance of its duties as the responsible entity of the Fund. Indirect costs include the fee charged by the Administrator and Auditor. Gleneagle will be reimbursed indirect costs of up to 0.5% per annum (exclusive of GST), of the investors net capital balance calculated at the end of each business day and accrued daily, and payable from Blossom Grow monthly in arrears.

About Transactional costs

Transactional costs include brokerage, settlement costs, bid-offer spreads on investments and currency transactions, borrowing costs, clearing and stamp duty costs, and the costs of derivatives used for hedging purposes.

When you invest in Blossom Grow, expenses may be incurred in buying and selling investments (for example, brokerage and custody costs). Costs may also be incurred resulting from trading certain derivative products for hedging purposes. Costs may also be incurred in

transacting with assets (such as selling investments) to meet withdrawal requests.

A buy-sell is an adjustment to the unit price reflecting our estimate of the transaction costs that may be incurred as a result of the purchase/sale of assets arising from the issue/withdrawal of units in Blossom Grow. This adjustment ensures that the existing investors do not pay costs associated with other investors acquiring/withdrawing units in or from Blossom Grow.

The buy-sell spread is typically reflected in the issue/withdrawal price of Units. Currently there is no buy-sell spread for units in Blossom Grow. Estimates of the transactional costs for Blossom Grow are:

Total transactional costs (% p.a. of investors' net capital transactions)	Recovery through buy-sell spread	Net transactional costs	For every \$50,000 you have in Blossom Grow the Class is likely to incur approximately
0.1%	Nil	0.1%	\$50

This information reflects our reasonable estimate of the transaction costs for Blossom Grow and is not the actual transaction costs incurred. We have also assumed that application monies received are fully invested. In the ordinary course, your investment balance, Blossom Grow volume of trading and the number and value of applications and withdrawals processed will vary from year to year, which will impact the transactional costs of Blossom Grow.

Transactional costs such as brokerage, bid-offer spreads on investments, borrowing costs, transactional taxes, and settlement costs are incurred when Blossom Grow acquires or disposes of assets. The amount of these costs for Blossom Grow will vary from year to year depending on the volume and value of trades undertaken for Blossom Grow.

Transactional costs for Blossom Grow are paid out of the assets of Blossom Grow and are not fees paid to Investment Manager.

Can the fees change or be updated?

Yes, all fees can change. Reasons might include changing economic conditions and changes in regulation. We will give you at least 30 days' written notice of any increase to fees where practicable. The Constitution for the Fund sets the maximum amount we can charge for all fees. If we wished to raise fees above the amounts allowed for in the Constitution, we would need the approval of investors.

Please refer to our website for any updates on our estimates of any fees and costs (including indirect costs and transactional costs). Past performance is not an indicator of future performance and fees or costs may change in future years.

Adviser remuneration

No commissions will be paid by us to financial advisers. Additional fees may be paid by you to your financial adviser if one is consulted. You should refer to the Statement of Advice they give you in which details of the fees are set out.

Can fees be different for different investors?

The law allows us to negotiate fees with "wholesale" investors or otherwise in accordance with legal requirements. The size of the investment and other relevant factors may be taken into account. We generally don't negotiate fees; however, we may negotiate fees with very large

wholesale clients only. The terms of these arrangements are at our discretion.

Government charges and taxation

Government taxes such as GST are applied to your account as appropriate. In addition to the fees and costs described in this section, standard government fees, duties and bank charges may also apply such as stamp duties. Some of these charges may include additional GST and will apply to your investments and withdrawals as appropriate. Please refer to the 'What about Tax?' section of the PDS.

INVESTING AND WITHDRAWING

Who can invest?

We can accept applications from persons or entities (subject to any other restrictions covered by this PDS):

- individuals over 18 years of age;
- corporations;
- trustee applicants (a corporation or individuals acting as joint trustees) (typically for managed funds, private equity, family trusts and SMSFs); and
- joint accounts – two individuals over 18 years of age.

Individuals may also open a Blossom Kids account for investing in Blossom Grow. The features and risks of Blossom Grow could suit individual investors considering a Blossom Kids account (but remember to make your withdrawal request with the required minimum prior notice before the end of each 12 month term applying to your investment).

We may consider on request other kinds of applicants (such as incorporated associations or statutory bodies).

The Fund's current minimum permitted age is 18 years. This may later be reduced for new or existing accounts on terms set by Responsible Entity. Any change will be notified on the Fund's website at www.blossomapp.com.

How to invest

You may invest in Blossom Grow through the App and creating an investor account for Blossom Grow. Within the App, you may complete the electronic application process to our satisfaction (including providing any identification documentation) and pay your application funds.

The minimum investment amount is \$5,000.

Applications will be processed each business day. Applications must include cleared funds.

Application requests are valid when the initial identification verification has been passed and cleared funds, from a bank account in the same name as your investor account for Blossom Fund or from a bank account holder name verified to be controlled by the Blossom Fund investor, are received.

We may have additional or special identity verification or account access security requirements from time to time for different investor types. These may be mentioned in the application form or in the App. For example:

- corporate applicants: we may be required to obtain verification of further identification

about directors and beneficial owners;

- trustee applicants: we may be required to obtain verification of further identification of trustees and beneficiaries (and, if the trustee is a corporation, about directors and beneficial owners of the trustee);
- accounts for kids: we may be required to obtain verification of further identification about the child for your account;

Any of your payments which remain subject to being dishonoured or clawed back will be shown as “pending” and so additional units in Blossom Grow might not be issued until your payment has cleared. Although generally units in Blossom Grow will be issued following payment in cleared funds as described above, if for any reason Gleneagle holds application moneys prior to full credit for payment, Gleneagle will retain the interest (if any) earned on the application monies.

You can make additional investments at any time through your investor account in Blossom Grow in the App. The minimum amount for additional investments is \$5,000. Each additional investment is treated as a separate investment (e.g., with its own twelve (12) month term and minimum notice for withdrawal linked to the additional investment’s end of term).

Units will be issued in Blossom Grow to you in the same manner as initial application funds as stated above.

How to withdraw or switch

A minimum withdrawal amount of \$5 and a minimum balance of \$5,000 applies to each investment in Blossom Grow.

You can ask to withdraw all or part (but see below) of your investment in Blossom Grow at any time by making a request to withdraw a specified amount through your investor account in Blossom Grow on the App. This is called a redemption or withdrawal request.

Withdrawing from Blossom Grow means your units in that Class are redeemed and the proceeds are paid to your Blossom account’s nominated bank account, unless you have also successfully switched.

You can switch to another Blossom Class or, if you have a Blossom Kids account, to the person nominated for that account (see below, under “Blossom Kids”). When you make the switch request, you are requesting a withdrawal from Blossom Grow and also investment of the redemption proceeds into the other Blossom Class (or Classes). You must pass the requirements for those other Blossom Classes (otherwise your investment will continue for another 12 month term). Similarly, the nominated person for your Blossom Kids account must pass the requirements for their investment (otherwise your investment will continue for another 12 month term (the same as if you had not withdrawn and not attempted a switch).

You must give us prior notice to withdraw (or switch) at the latest by 4:00 pm at least four (4) weeks before the last day of the 12 month term applying to the investment you want to withdraw.

Notice can only be given on the App. The App will guide you on when your withdrawal (or switch) would take effect.

For example, if your investment was made on say, 6 March (assuming it is a business day), then the 12 month term will end on 5 March of the next year. Notice of withdrawal (or switch) must be given before 4pm (Sydney time) 5 February of the next year (6 of February is the day which is four (4) weeks ending on 5 March).

The 12 month term, and withdrawals, are based on the timing of making each investment. The 12 month term of the initial investment is based on that investment. Each successive 12 month term (if you do not withdraw it) occurs on and from the anniversary of that initial investment. If not withdrawn, the investment's term is renewed.

An additional investment is a separate investment so will be available for withdrawal as at the end of its own 12 month term (not the 12 month term of the initial investment), with its own minimum prior notice for withdrawal.

This feature gives investors more flexibility since they can choose when to make additional investments and the relatively low minimum withdrawal amount of \$5 allows investors to tailor for themselves how much to withdraw (including to switch), rather than withdraw all of what would be (but for how Blossom grow treats them as separate investments) a combined investment on fixed calendar annual periods (which amounts and timing might not be as suitable to them).

Investors who made additional investments at different times of the year might consider there is a risk that they cannot withdraw (including to switch) all of their displayed investment at the same time (because there are different 12 month terms for each investment); however, this is a deliberate feature designed to suit those who choose to make additional investments when it suits them and to withdraw (including to switch) when it suits them. The App helps investors administer their several investments.

If the withdrawal (including to switch) would result in your unit holding for a particular investment in Blossom Grow being less than \$5,000 (as shown in your account balance in the App), then the App will only let you redeem all of your account balance for that investment (because there cannot be any balance less than \$5,000 for each investment).

The withdrawal takes effect by redemption for the unit price on the day of redemption, which will be within seven (7) business days after the end of the 12 month term. Redemption requests received after the latest time for giving the withdrawal request will be processed in the following 12 month terms. Earnings will not be posted between the end of the term and the redemption processing date.

You will be notified of any material changes to your withdrawal rights through the App.

Please note that units in Blossom Grow are not listed on any stock exchange like the ASX, so you can't sell your units through a stockbroker.

Some detail about withdrawals and how much we pay

How much money you receive for each redeemed unit in Blossom Grow depends on the redemption price of units for Blossom Grow.

First, we calculate the value of the investments of Blossom Grow and take away the value of the liabilities (allocated to the Class) as defined in the Fund's Constitution. Secondly, we divide the result of this by the number of units we have on issue in Blossom Grow to obtain a unit mid-price for Blossom Grow.

These steps produce a *per* unit price for Blossom Grow.

We have a documented policy in relation to the guidelines and relevant factors taken into account when calculating unit prices. We call this our unit pricing policy. We keep records of any decisions which are outside the scope of the unit pricing policy, or inconsistent with it. A copy of the unit pricing policy and of the records are available free on request from Responsible Entity.

We may withhold any amount you owe us, or we owe someone else relating to your unit

holding (for example, the Australian Tax Office (ATO)). Withholding tax will generally be required for Blossom Grow Unitholders who as at the 30 June each year have not disclosed their TFN (or exemption number) or, for non-Australian investors, for whom withholding tax is required under the relevant tax laws and intergovernmental agreements.

The withholding may be made from distributions or in respect of attributed income (even if there is no distribution). If withholding tax is required but there was no distribution declared for the relevant financial year, Gleneagle will make a withdrawal of the Unitholder's units equivalent to pay the withholding tax amount.

This will not be paid to the Unitholder's bank account but instead will be paid to the ATO.

We generally pay all withdrawal proceeds in cash, (cleared funds, not physical money), directly to your nominated bank account, in the same name as your Blossom Grow investor account or to a bank account holder name controlled by the Blossom Grow Investor. We are permitted under the Constitution for the Fund to pay redemption proceeds in kind (i.e., *in specie* asset transfer).

If your account balance for a particular investment in Blossom Grow is less than \$5,000 (for whatever reason), Gleneagle may choose to notify you giving you the choice of withdrawing the investment (even before the end of the 12 month term) or topping up the balance (to at least the minimum) by a date specified in the notice. If investment is not withdrawn or the account balance topped up to at least the minimum balance by the due date notified to you, Gleneagle may at any time after that redeem your units, force your account closure and transfer the redemption proceeds into an unclaimed monies account.

You will then need to contact BlossomApp at blossom@blossomapp.com if you wish to claim these funds and be paid into your linked bank account. You should also note that any fractional cents cannot be withdrawn and can be written off prior to settling your payment.

Early redemptions in very limited circumstances

If the annualised Intended Return reduces by 3.0 % or more during the first ten months of an investment, Responsible Entity commits to offering early redemption to the affected investors. The exact timing of this will be notified to affected investors through the App, by email or in other ways.

For example, if the Intended Return is, say, 7.0% p.a., at the time of beginning the investment and then, after that, it is reduced one or more times so the annualised Intended Return becomes, say, 3.8% p.a. within ten months, Responsible Entity will notify affected investors of the opportunity to redeem that investment early.

This applies separately to each investment. The ten month period during which the assessment may be made is to allow an opportunity to redeem before the 12 month term. This facility is only to help investors manage the risk to them of the Intended Return being reduced by a significant amount during the term of the investment.

Potential investors are reminded that market risk and performance risk is inherent in an investment in Blossom Fund, especially for a twelve (12) month term investment in Blossom Grow. There is no assurance that the performance of Blossom Grow will meet any Intended Return or that the Intended Return will change in accordance with rates announced by Reserve bank of Australia or consumer price indices or stock market indices.

Redemptions and payments can be delayed

In certain circumstances, such as a freeze on withdrawals or the Fund in general or in particular Blossom Grow is illiquid (as defined in the Corporations Act), you might have to wait a longer period of time before you can redeem your investment.

If Blossom Grow is not sufficiently liquid, then you will only be permitted to withdraw if we make a withdrawal offer to all investors in Blossom Grow in accordance with the Fund's Constitution and the Corporations Act.

We can delay withdrawal of your money for 21 days or such period as considered appropriate in our view in all the circumstances if:

- there are not enough investments which we can easily turn into cash (the law dictates this). We don't anticipate Blossom Grow would become illiquid but if it did, the law says we can (if we wish) make some money available and requires us to allocate it on a pro rata basis among those wanting to exit.
- we receive a quantity of withdrawal requests representing more than 10 per cent of the value of the investments of Blossom Grow. In this case we can stagger withdrawal payments.

In certain circumstances we can also delay withdrawal of your money for so long as the relevant event continues. The Constitution sets out the full range of circumstances in which we can delay withdrawal of your money, and these include (among others) if:

- something outside our control affects our ability to properly or fairly calculate the unit price (for example, if the investments are subject to restrictions or if there is material market uncertainty like a stock market crash); or
- an emergency or similar state of affairs occurs which, in our reasonable opinion, makes it impractical to redeem units or which might be prejudicial to the remaining investors; or
- there is a closure or material restriction on trading on the major global stock exchanges or realisation of the assets cannot be affected at prices which would be obtained if assets were realised in an orderly fashion over a reasonable period in a stable market; or
- we otherwise consider it is in the best interests of Unitholders as a whole to delay withdrawal of units.

Responsible Entity may also gate redemptions in either of the following two scenarios:

- (i) if a redemption request by a single investor represents more than 5% of the number of units on issue in Blossom Grow, Gleneagle may in its discretion treat that investor's redemption request as 5 separate redemption requests for 1/5 of the amount of the original redemption request which will be deemed to have been received on the 5 successive business days; or
- (ii) if the redemption requests made by investors (including the single investor described in (i)) during any 5-business day period in aggregate represent more than 10% of the number of units in issue in Blossom Grow, Gleneagle may in its discretion reduce each of the redemption requests *pro rata* so that only 10% in total of the units in Blossom Grow are redeemed. The unredeemed portion of the relevant redemption requests are carried forward to the fifth business day after the original redemption request was received. The scaling back may apply again if redemptions comprising more than 10% of units in issue in Blossom Grow are received.

Responsible Entity also has the discretion to waive these 'gating' rights.

If your nominated payment account is no longer current, then there may be a delay until you nominate a different active account.

We can give you back your invested money

In certain circumstances we can, or may be required to, also redeem some or all of your units in Blossom Grow without you asking. These circumstances include:

- If you breach your obligations to us (for example, you provide misleading information in your application).
- if we suspect that law prohibits you from legally being an investor.
- such other circumstance as we determine in our absolute discretion (but we must always act in the best interests of Unitholders as a whole when deciding to do this).

JOINT ACCOUNTS

An investment in units in Blossom Fund is held by way of an account provided by Blossom. This allows all of the useful features to be provided to investors, such as easily seeing the investment details and making requests. Any units in an account will be held by the holder of the account.

An account in any Class of the Blossom Fund may be held jointly by two individuals. Each joint account holder has full and equal authority to contribute to, access, and redeem from the joint account independently, without requiring consent from (or notice to) the other account holder. The account may be funded from a joint bank account or from a bank account held in the name of either joint holder. Withdrawal proceeds may be sent to the joint bank account or to a bank account held in the name of either joint holder. Each joint account holder should be aware of these features that arise from their choice to have a joint account with Blossom.

All units held in a joint account will be held jointly by all of the joint account holders. Joint ownership means each owns all of the units, by joint ownership (not divided into 50/50 ownership). Joint ownership of Australian investments often occurs in many family situations. Joint accounts easily allow two individuals to jointly own units in Blossom Grow. Joint accounts and jointly owned units are not separate financial products and do not represent a materially different product design. Units held in joint accounts are provided on the same terms and subject to the same Target Market Determination (TMD) that applies to the relevant Class. These features do not introduce any additional or significant product risks.

Each account holder is individually responsible for any tax consequences that arise from the operation of the account, depending on their own circumstances. As for any jointly owned investment, the joint ownership may result in different tax outcomes for each account holder, depending on their personal circumstances. Investors are encouraged to seek independent tax advice.

BLOSSOM KIDS

An individual (Account Holder) may open a Blossom Kids account to hold units in the Blossom Fund to help save for a nominated child (under 18 years of age). While the account may reference the child (e.g. by name), the Account Holder remains the legal (and beneficial) owner, is the only registered unitholder and retains full control over the account.

Blossom Kids is not a separate financial product. It is issued on the same terms and is subject to the same Target Market Determinations (TMDs), as the relevant Class of units in the Fund.

At the time of account creation, Blossom does not collect or assess information about the relationship between the Account Holder and the nominated child, or any legal structure that may be in place. The Account Holder may be a parent, guardian, grandparent or other person.

The onboarding process requires additional information about the nominated child, including their name, date of birth, and an acceptable identification document. Applications and redemptions may be made using a bank account in the name of the Account Holder or the nominated child, subject to verification.

The source of funds for investing through the Blossom Kids account does not affect the legal (or beneficial interest) ownership or control of the account. While the account may be used to save toward a child's future, the Account Holder retains the right to withdraw funds to their own bank account.

Once the nominated individual turns 18, the Account Holder may choose to switch the investment into a new Individual Account in the name of that person. This is processed as a redemption of the existing units held by the original Account Holder and a new application for units in the name of the nominated individual (now aged 18 or over), funded by the redemption proceeds. Any switch is subject to eligibility (e.g. identity verification), suitability, and the switch process in place at the time. This is not a transfer of units. The switch is optional and may have tax consequences for the Account Holder.

These features do not introduce any additional or significant product risks but may result in different tax outcomes depending on the Account Holder's individual circumstances. Further information is set out in the Blossom Kids Guide. Account holders are encouraged to seek independent tax advice.

SWITCHING UNITS

Investors may request to switch their investment from one Class of the Fund (e.g. Blossom Plus) to another (e.g. Blossom Grow) by redeeming units in one Class and applying for units in the other. This process is treated as a redemption and a new application and so may result in a tax consequence for the investor.

Before a switch to Blossom Grow can be processed, the investor should consider the Target Market Determination (TMD) for Blossom Grow and also complete the Blossom Grow TMD questions to indicate that they fall within the target market for the Blossom Grow Class.

Similarly, if an investor wishes to switch from Blossom Grow to another Blossom Class, they must give sufficient notice to switch (the same as for withdrawing). The investor should consider the Target Market Determination (TMD) for the other Blossom Class and also complete the TMD questions for the other Blossom Class to indicate that they fall within the target market for that other Blossom Class. If they do not fall within the target market for that other Blossom Class then the switch will not be processed. Instead, the redemption proceeds will be paid as for a withdrawal without a switch request.

No fees are charged by Responsible Entity to switch between Classes. The applicable unit price and terms of the destination Class will apply at the time the application is processed.

UNIT PRICING

Units in Blossom Grow are issued and redeemed based on a daily unit price. This price is calculated using actual earnings and transactions, and reflects the net asset value (NAV) of the Class in accordance with the Fund's Constitution and Responsible Entity's unit pricing policy.

Applications are processed using the unit price on the business day the application funds are cleared.

Redemptions are processed using the unit price on the business day the withdrawal payment is made.

Delays may occur particularly around weekends, public holidays, or transaction timing mismatches. The Unit price for applications and redemptions will be available in the App.

Indicative account balances and earnings are displayed in the App based on the Intended Return, compounded annually (that is, on the last day of each 12 month term of the investment). These amounts are not final until NAV and unit pricing are confirmed. See the “Entitlements, Earnings and Savings” section (below) for how values are displayed. The unit price approved by Responsible Entity is the basis for determining your legal entitlement to withdrawal proceeds. While the App displays indicative values based on the Intended Return, these may slightly vary from the unit price approved by Responsible Entity due to rounding or the timing of processing. Responsible Entity’s approved NAV and unit price represent the final values used for all transactions.

Responsible Entity oversees the work of BlossomApp and Administrator to ensure pricing aligns with the Fund's Constitution, regulatory guidance and this PDS. Responsible Entity is ultimately the only entity responsible for the accuracy and integrity of the unit pricing process.

Daily reconciliations between the App, Blossom Fund's assets (including any bank account), and unit registry data are performed to support accuracy. If a unit pricing error exceeds 0.30%, Responsible Entity may compensate affected investors via additional units or direct payment, subject to the unit pricing policy. In rare cases of market disruption, system failure or operational anomalies, Responsible Entity may exercise its discretion to adjust or delay unit pricing.

DISTRIBUTIONS AND ATTRIBUTIONS

Any income distributions or attributions (if available and if made) will be made following the end of each financial year being 30 June each year or more frequently at Responsible Entity’s discretion. The default will be an income attribution whereby no cash distributions will be paid to the Unitholders.

Blossom Grow Unitholders will still have to pay tax on their allocated portion of income attribution.

Gleneagle has absolute discretion, in performing its obligation as Responsible Entity, and may accept or reject a written direction from a Blossom Grow Unitholder.

ENTITLEMENTS, EARNINGS AND SAVINGS

We want to keep you informed of your earnings for each investment. You can see in the App the total value of each of your investments in Blossom Grow and your investment’s “earnings”.

This total value of your investment amount in Blossom Grow is based on how much you have invested, less any withdrawals, plus increases (or decreases) in the value based on Blossom Grow earnings (as described in this PDS, including provisions for fees, charges and costs).

The displayed amount of your Blossom Grow earnings is based on the Intended Rate expressed as an annualised percentage rate (365-day year, 366 in a leap year), displayed on the App for Blossom Grow, as amended from time to time, and is compounded annually (on the last day of your investment’s 12 month term).

In order to reflect the daily earnings, the earnings may be displayed in two or up to five decimal

places resulting in fractional cents. Since fractional cents cannot be distributed or withdrawn when a Blossom Grow investor makes a withdrawal then the fractional cents will be rounded up to the nearest cent.

The displayed total amount of your investment in Blossom Grow and earnings is an indicative amount only and the actual value is based on the daily approved NAV for Blossom Grow being the number of units in Blossom Grow and the actual daily unit price of Blossom Grow for the relevant day.

For example, if you initially invested \$10,000, then the balance for your investment in Blossom Grow is shown in your account in Blossom App is \$10,000.

An increase in the balance will be for earnings, displayed in your account in the App as a dollar value. For example, say at the end of the twelve (12) month term of that investment your investment has increased due to an amount of indicative earnings. In this example, your investment amount in Blossom Grow might be shown with a balance of \$10,700 and your earnings will be displayed as \$700.00.

If the annualised rate for the Intended Return is amended during the 12 month term, the change takes effect on a daily basis. The indicative amount of the earnings is therefore based on the annualised rate for the Intended Return on a daily basis.

The actual amount paid out of Blossom Grow when withdrawal is permitted (for each investment) will be subject to the daily approved NAV for Blossom Grow being the number of units in Blossom Grow and the actual daily unit price for Blossom Grow for the redemption date. It is important to be aware that you may not be legally entitled to the \$10,000 and any displayed earnings due to the laws applying to managed funds requiring it to be based on the approved NAV.

Investment amount and earnings displayed in the App are indicative figures only and the actual amount is based on the daily approved NAV for Blossom Grow based on valuations and assumptions for the valuation (set out in the unit pricing policy, described in this PDS).

Actual performance is not guaranteed and displayed indicative values and rates may differ from actual proceeds paid on withdrawals.

Since we price units for Blossom Grow every business day, and usually it is calculated the next business day, in the ordinary course, you should refer to the calculated NAV for Blossom Grow available for that business day as the legally withdrawable amount.

WHAT ABOUT TAX?

Your tax liability ultimately depends on your circumstances, for example, whether you are an Australian resident. So, it's important that you seek professional advice before you invest or deal with your investment.

The discussion below assumes that the Fund will be an Attribution Managed Investment trust (**AMIT**) and that the investor is an Australian resident for tax purposes who holds their units in Blossom Grow directly on capital account.

These comments are of a general nature only and do not constitute tax advice and should not be relied upon as such. Investors should seek their own independent taxation advice about their specific facts and circumstances.

If you are a non-resident investor for Australian tax purposes, we must withhold tax in accordance with the appropriate Australian non-resident withholding tax rates. Non-resident investors should seek their own independent tax advice before investing, taking into account their particular circumstances and the provisions of any relevant double taxation agreement and/or multilateral instrument/exchange of information agreement between Australia and their country of residence for taxation purposes.

Responsible Entity of the Fund should not generally be subject to tax in respect of the income and gains derived by the Fund in each financial year, provided investors are presently entitled to the income of the trust or, where the Fund is an AMIT, Responsible Entity attributes all of the taxable income of the Fund to investors in accordance with the AMIT rules and the Constitution each income year. It is noted that, under the AMIT Rules, the cash paid to investors does not need to be equal to amounts attributed to those investors.

You may need to pay tax in relation to your investment in Blossom Grow. Whilst you may pay income tax you might be able to claim some tax credits or have the benefit of some concessions.

The Fund is an Australian resident trust for Australian tax purposes. It is required to determine its tax components for each year of income. These tax components may include assessable income, exempt income, non-assessable non-exempt income, tax offsets and credits of different characters. The trustee will attribute the tax components to investors on an annual basis such that investors should be treated as having derived their share of the tax components of Blossom Grow directly on a flow through basis. In the case where Blossom Grow makes a loss for tax purposes, Blossom Grow cannot distribute (or attribute) the loss to Blossom Grow investors. However, subject to Blossom Grow meeting certain conditions Blossom Grow may be able to take into account the losses in subsequent years.

Blossom Grow will generally attribute any income and realised gains (the timing of recognition of income may be impacted by the Taxation of Financial Arrangements (**TOFA**) provisions as noted below), if any, shortly after 30 June each year. Investors will be required to include in their assessable income the taxable components attributed to them by Blossom Grow. Blossom Grow may attribute a number of different types of income which reflect the income derived by Blossom Grow.

These components could comprise of:

- interest;
- capital gains;
- foreign income and foreign income tax offsets;
- Australian sourced income;
- franked dividends/franking credits; and
- non-assessable amounts

If the Fund's assets are \$100 million or more it will be subject to TOFA provisions of the tax legislation which provide rules in relation to the method for calculating gains and losses from financial arrangements and the time at which these gains and losses are brought to account for tax purposes (the default recognition of gains and losses would be accruals or realisation method but there are certain elections that Responsible Entity might make for alternative timing recognition).

An investor's share of the assessable tax components of Blossom Grow for a year of income forms part of the investor's assessable income of that year.

Tax components of Blossom Grow which are attributed to investors may include franked

distributions. Subject to the application of anti-avoidance provisions at Blossom Grow level (such as the dividend imputation holding period and related payment rules), such franked distributions generally entitle Australian resident investors to obtain a tax offset (the franking credit) that is available to offset against their income tax liability. Franked distributions and franking credits are included in a person's assessable income. If the franking credits exceed the tax payable on an investor's taxable income, the excess credits may be refundable to the investor if the investor is a resident individual or complying superannuation fund. Excess franking credits may generate tax losses if the investor is a corporate entity.

Tax components of Blossom Grow which are attributed to investors may also include non-cash amounts, such as foreign income tax offsets (**FITOs**). Depending on the investor's circumstances, they may be able to claim a tax offset for these amounts against Australian income tax payable on foreign income. An investor's entitlement to FITOs may be limited to where the FITO does not relate to an amount included in assessable income, or where the investors do not have sufficient overall foreign source income to utilise all of the FITOs relevant to a particular year of income. The excess FITOs cannot be carried forward to a future income year.

Taxation of the Fund

Under Australian tax law, a holding of units may give rise to taxable income even though investors may not receive distributions in cash to fund the tax liability.

Where the Fund is an AMIT during an income year, the amount attributed to investors will represent a fair and reasonable attribution of the Fund's taxable income determined by Responsible Entity in accordance with the Constitution. The fair and reasonable attribution may take into account the investor's share of their interests in the Fund on a daily basis and any gains realised by the Fund in order to fund an investor's redemption request. Investors who have redeemed their funds as at 30 June will still be liable for taxable income for the time that they were investors in the Fund.

Annual tax statement

We will send you the information you need each year in the form of an AMIT Member Annual Tax (**AMMA**) Statement to help you to complete your tax return within 3 months after the end of each financial year. This information will advise the investor of the share of the tax components of Blossom Grow (if any) of any foreign income/foreign income tax offsets as well as any adjustments required to be made to the investor's cost base. This will assist the investor when preparing their income tax return.

The amount of the tax components of Blossom Grow which the investor is required to include according to their AMMA assessable income for tax purposes may be different to the indicative earnings displayed for their account in the App for a respective tax year. This is because the AMMA assessable income for tax purposes is calculated at a fund level and then apportioned to the individual investors whereas the indicative earnings is calculated based on Intended Returns for each investor.

If this occurs then the difference will be taxed, according to the capital gains rules which is in addition to the tax on assessable income when the units are redeemed, i.e., there will be a timing difference resulting in it being tax deferred. Refer to "Disposal or redemption of units" for further information.

Cost base adjustments

An investor may be required to make, in certain circumstances, both upward and downward adjustments to the cost or cost base of their unit holdings in Blossom Grow. This occurs where during an income year there is a difference between:

- (a) amounts distributed, whether in cash or property to the investor from Blossom Grow and the tax offsets that are attributed to the investor in relation to the year; and
- (b) the tax components (grossed up for any capital gains tax (CGT) discount) attributed to the investor included in that investor's assessable income and any non-assessable non-exempt income.

If the amount in (a) exceeds the amount in (b), the cost base of the investor's units in Blossom Grow should be reduced by the excess amount. This results in either an increased capital gain, or a reduced capital loss, upon the subsequent disposal of the investor's units in Blossom Grow. Should the cost base be reduced to below zero, the amount in excess of the cost base should be a capital gain that is to be included in the investor's taxable income. Conversely, where the amounts in (a) falls short of the amounts in (b) during an income year, the cost base of the investor's units in Blossom Grow should be increased by the shortfall amount.

Since the default will be an income attribution whereby no cash distributions will be paid to the Unitholders, this would result in the amounts in (a) to be nil resulting in the cost base of the investor's units in Blossom Grow being increased by that investor's assessable income.

Disposal or redemption of units

Additionally, Australian residents will generally realise a capital gain where the capital proceeds from the disposal or redemption of their units in Blossom Grow exceeds the cost base of the relevant units. Conversely, a capital loss will arise if the capital proceeds are less than the reduced cost base of the Blossom Grow units.

Depending on the kind of taxpayer you are, and how long you have held your units, you may be entitled to a CGT discount which can reduce any capital gain (if any) by up to one half.

Tax File Number (TFN)

Responsible Entity is authorised under Australian tax laws to collect TFNs in connection with investments in the Fund. It is not compulsory for an investor to provide their TFN.

If you choose not to provide us with your tax file number (**TFN**) or exemption number, we must withhold Australian tax, from distributions (and undistributed amounts to which they are presently entitled), at the highest personal tax rate plus the Medicare levy. The law is very strict on how we can use these details. If this withholding tax applies it is noted that it is merely a collection mechanism, and an investor may claim a credit in their annual income tax return in respect of the tax withheld.

Investors should seek their own tax advice to ensure Blossom Grow is appropriate for them. Gleneagle does not provide any tax advice.

GENERAL INFORMATION

KEEPING YOU INFORMED

We will:

- confirm every transaction you make
- send you Annual Tax Statements (around late August/ September)
- each year (around October) make the financial report of the Fund available to you on request

- send you Annual Periodic Statements
- notify you of any material changes to this PDS and any other significant event as required by law
- comply with “disclosing entity” obligations for the purposes of the Corporations Act, which apply when the Fund has 100 investors or more. As at the date of this PDS the Fund has more than 100 investors, so the Fund will be considered to be a “disclosing entity”. This means the Fund is subject to regular reporting and disclosure obligations under the Corporations Act. Copies of any documents required to be lodged with ASIC in relation to the Fund may be obtained from, or can be inspected at, an ASIC office. Investors will have a right to obtain a copy, free of charge, in respect of the Fund, of:
 - the most recent annual financial report.
 - any half yearly financial report required to be lodged with ASIC after that most recent annual financial report but before the date of this PDS.

Any continuous disclosure obligations we have will be met by following ASIC’s good practice guidance via website notices rather than lodging copies of these notices with ASIC.

Accordingly, should Gleneagle, as Responsible Entity of the Fund, become aware of material information that would otherwise be required to be lodged with ASIC as part of any continuous disclosure obligations, we will ensure that such material information will be made available as soon as practicable on the website www.blossomapp.com.

GLENEAGLE’S RESPONSIBILITIES TO YOU

The Constitution establishes the Fund and sets out certain rules which apply to the relationship between Gleneagle as Responsible Entity and each unitholder. Together with this PDS and the law from time to time, it governs your relationship with Gleneagle. It gives Gleneagle rights to be paid fees and expenses and be indemnified from the Fund.

It governs (amongst other things) Gleneagle’s powers (which are very broad), investor meetings and unit issue, pricing and withdrawal, as well as what happens if Blossom Grow terminates.

The Constitution limits Gleneagle’s need to compensate you if things go wrong. Generally, Gleneagle is not liable in equity, contract, tort or otherwise to investors for any loss suffered in any way relating to the Fund.

The Constitution also contains a provision that it alone is the source of the relationship between you and Gleneagle and not any other laws (except, of course, those laws that can’t be excluded).

Gleneagle must have investor approval to make changes to the Constitution which are adverse to the rights of investors.

You can obtain a copy of the Constitution by emailing BlossomApp at blossom@blossomapp.com.

ENQUIRIES AND COMPLAINTS

Gleneagle has established procedures for dealing with complaints. If an investor has a complaint, they can contact Gleneagle. Gleneagle will resolve complaints within 30 days from the date the complaint is received.

If you are a direct investor and are not satisfied with the outcome of the complaint, you can

refer your complaint to the Australian Financial Complaints Authority (AFCA), of which Gleneagle is a member (No. 11357).

Website: www.afca.org.au
Email: info@afca.org.au
Phone: 1300 56 55 62
Mail: GPO Box 3,
Melbourne VIC
3001

COOLING OFF

Retail investors have a 14 day cooling off period, starting from the earlier of receiving confirmation of the investment or 5 business days after units are issued.

Within that period, retail investors may exercise your cooling-off rights by requesting their money be returned.

The amount returned may be adjusted for market movements, tax and any reasonable transaction and administration costs. This may result in you receiving back less than you originally invested.

You may have capital gain/loss tax implications if you happen to receive more or less back than you originally invested.

PRIVACY

We collect personal information from you in the application and any other relevant forms to be able to process your application, administer your investment and comply with any relevant laws. If you do not provide us with your relevant personal information, we will not be able to do so.

Privacy laws apply to our handling of personal information, and we will collect, use and disclose your personal information in accordance with our privacy policy, which includes details about the following matters:

- the kinds of personal information we collect and hold.
- how we collect and hold personal information.
- the purposes for which we collect, hold, use and disclose personal information.
- how you may access personal information that we hold about you and seek correction of such information (note that exceptions apply in some circumstances).
- how you may complain about a breach of the Australian Privacy Principles (APP), or a registered APP code (if any) that binds us, and how we will deal with such a complaint.
- whether we are likely to disclose personal information to overseas recipients and, if so, the countries in which such recipients are likely to be located if it is practicable for us to specify those countries.

ANTI-MONEY LAUNDERING AND COUNTER- TERRORISM FINANCING

AML ACT

The Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML Act) and other applicable anti-money laundering and counter terrorism laws, regulations, rules and policies which apply to Gleneagle (AML Requirements), regulate financial services and transactions in a way that is designed to detect and prevent money laundering and terrorism financing. The AML Act is enforced by the Australian Transaction Reports and Analysis Centre (AUSTRAC).

In order to comply with the AML Requirements, Gleneagle is required to, amongst other things:

- verify your identity and source of your application monies before providing services to you, and to re-identify you and verify your identity if we consider it necessary to do so.
- where you supply documentation relating to the verification of your identity, keep a record of this documentation for 7 years.

Gleneagle including by the Administrator may request such information as is necessary to verify your identity and the source of the payment. In the event of delay or failure by you to produce this information, Gleneagle may refuse to accept an application and the application monies relating to such application or may suspend the payment of withdrawal proceeds, if necessary, to comply with AML Requirements applicable to them. Neither Gleneagle nor their delegates will be liable to you for any loss suffered by you as a result of the rejection or delay of any subscription or payment of withdrawal proceeds.

Each of Gleneagle and the Administrator has implemented a number of measures and controls to ensure they comply with their obligations under the AML Requirements, including carefully identifying and monitoring investors. As a result of the implementation of these measures and controls:

- transactions may be delayed, blocked, frozen or refused where Gleneagle or the Administrator has reasonable grounds to believe that the transaction breaches the law or sanctions of Australia or any other country, including the AML Requirements.
- where transactions are delayed, blocked, frozen or refused the Gleneagle (and each service provider to the Fund) are not liable for any loss you suffer (including consequential loss) caused by reason of any action taken or not taken by them as contemplated above, or as a result of their compliance with the AML Requirements as they apply to the Fund.

Gleneagle and the Administrator may from time to time require additional information from you to assist it in this process.

Each of Gleneagle and the Administrator may have certain reporting obligations under the AML Requirements and may be prevented by law from informing you that any such reporting has taken place. Where required by law, Gleneagle or the Administrator may disclose the information gathered to regulatory or law enforcement agencies, including AUSTRAC. Gleneagle and the Administrator (and each service provider to the Fund) are not liable for any loss you may suffer as a result of their compliance with the AML Requirements.

FATCA

US Tax Withholding and Reporting under the Foreign Account Tax Compliance Act

The United States of America has introduced rules (known as FATCA) which are intended to prevent US persons from avoiding tax. Broadly, the rules may require the Fund to report details of all US persons and suspected US persons in the Fund to the US tax authorities, to prevent a 30% FATCA withholding tax on certain income and proceeds of the Fund. The Australian Government has entered into an agreement with the United States of America to implement the FATCA regime in Australia (Intergovernmental Agreement). Gleneagle or the Administrator may therefore request that you provide certain information in order to comply with FATCA requirements.

COMMON REPORTING STANDARD

The OECD Common Reporting Standard for Automatic Exchange of Financial Account Information (**CRS**) requires certain financial institutions to report information regarding certain accounts to their local tax authority and follow related due diligence procedures. The Fund is a 'Financial Institution' under the CRS and complies with its CRS obligations by obtaining and reporting information on relevant accounts (which may include the units in the Fund) to the Australian Tax Office (**ATO**).

In order for the Fund to comply with its obligations under CRS and FATCA, Gleneagle requests (and the Administrator may also request) the investors to provide certain information and certifications to Gleneagle for the Fund's compliance with FATCA and the CRS. Gleneagle (and the Administrator) may determine whether the Fund is required to report the investors' details to the ATO based on Gleneagle's (and/or the Administrator's) assessment of the relevant information received. The ATO may provide this information to the IRS (in the case of the FATCA regime) where applicable and to other jurisdictions' tax regulators (in the case of the CRS regime) that have signed the "CRS Competent Authority Agreement", the multilateral framework agreement that provides the mechanism to facilitate the automatic exchange of information in accordance with the CRS. The Australian Government has enacted legislation amending, among other things, the Taxation Administration Act 1953 to give effect to the CRS and to implement FATCA (in accordance with the Intergovernmental Agreement).

KEY SERVICE PROVIDERS

Responsible Entity

Responsible Entity is Gleneagle Asset Management Limited which is a wholly owned subsidiary of Gleneagle Securities (Aus) Pty Ltd (i.e., Investment Manager, Underwriter and Custodian).

Gleneagle is able to offer asset management and related services to retail investors and fund managers.

Investment Manager

Gleneagle Securities (Aus) Pty Ltd (**Gleneagle Securities**) is Investment Manager, responsible for the overall investment strategy management, including if investment sub-managers are appointed.

Responsible Entity may appoint other investment managers to Blossom Grow in its discretion. Each investment manager is responsible for managing a relevant portfolio in accordance with the relevant management agreement and is contractually required to act in the best interests of Unitholders in performing its duties under the terms of such management agreement.

Threshold Manager

Threshold Manager is BlossomApp Pty Limited (also referred to as **BlossomApp**). Gleneagle as Responsible Entity of the Fund has signed a Threshold Management and Underwriting Deed with Threshold Manager and Underwriter. The deed contains general commercial terms in a standard format and provides for the termination of Threshold Manager in a number of circumstances including insolvency, breach of an obligation, representation, warranty or undertaking under the agreement or if Gleneagle is required to terminate to comply with relevant law.

BlossomApp is responsible for seeking to facilitate the Intended Return. For further information on Threshold Manager and how it will seek to facilitate the Intended Return, refer to the section above 'Threshold Management and Underwriting Deed'.

The Threshold Management and Underwriting Deed is publicly available for inspection free of charge at our offices by contacting BlossomApp at blossom@blossomapp.com.

Underwriter and Custodian

Underwriter and Custodian is Gleneagle Securities (Aust) Pty Ltd (**Gleneagle Securities**). Gleneagle as Responsible Entity of the Fund has signed a Threshold Management and Underwriting Deed with Threshold Manager and Underwriter. The deed contains general terms in a standard format and provides for the termination of Threshold Manager in a number of circumstances including insolvency, adverse regulatory findings and breach of duty of care.

Pursuant to the Threshold Management and Underwriting Deed, Gleneagle Securities may, in its discretion, provide funds to Threshold Manager which may be used to fund the Intended Return on the investments in Blossom Grow if BlossomApp does not have sufficient funds. For further information on Underwriter and these arrangements, refer to the section above 'Threshold Management and Underwriting Deed'.

Administrator

Responsible Entity has entered into an accounting service agreement (**Administration Agreement**) with Cache Investment Management Pty Ltd (**Administrator**). Under the Administration Agreement, Administrator agrees to perform administration services for the Fund.

Administrator has not been involved in the preparation of any part of this PDS. It has not authorised or caused the issue of, and expressly disclaims and takes no responsibility for, any part of this PDS.

Prime Broker and Custodian

J.P. Morgan Securities LLC (**JPMS**) and certain of its affiliates (each such affiliate, a **JP Morgan Entity**, and collectively, **JP Morgan**) may provide certain clearing (including prime brokerage), margin financing and stock lending services with respect to some of the Fund's investments (for Blossom Grow) carried on the books of a JP Morgan Entity. Such services and facilities will be provided pursuant to a series of agreements (the **Customer Documents**) and may include an Institutional Account Agreement with JP Morgan in compliance with the laws, rules and regulations of the United States Securities and Exchange Commission and other exchanges and dealer associations by which certain of the JP Morgan Entities are regulated (collectively, the US Rules). Responsible Entity may also enter into principal transactions for the Fund with one or more JP Morgan Entities.

Fund assets for the Class that are held by JPMS as prime broker will be carried in the name of Responsible Entity for the Fund and will be subject to a lien to secure the Fund's obligations to JP Morgan. To the extent permitted under US Rules, with respect to JPMS or any other JP

Morgan Entity subject to the US Rules, the Fund's assets that are not required by US Rules to be segregated may be borrowed, lent, pledged, repledged, sold, hypothecated, rehypothecated, transferred or otherwise used by such JP Morgan Entities as may hold such assets for their own purposes. Cash held with a JP Morgan Entity subject to the US Rules may be used by such JP Morgan Entity in the course of its business to the extent permitted by the US Rules.

Neither JPMS nor any other JP Morgan Entity will be liable for any loss to the Fund resulting from any act or omission in relation to the services provided under the terms of the Customer Documents unless such loss results directly from the gross negligence, bad faith or wilful misfeasance of JPMS or any other JP Morgan Entity, nor will JPMS or any other JP Morgan Entity be liable for consequential or other types of special damages, or losses to the Fund caused by the insolvency or acts or omissions of any sub-custodian or other third party by whom or in whose control any of the Fund's investments or cash may be held. Responsible Entity for the Fund has agreed to indemnify JPMS and the other JP Morgan Entities against any loss suffered by, and any claims made against, them to the extent set forth in the Customer Documents.

Neither JPMS nor any other JP Morgan Entity will have any involvement in the management of the Fund or any decision-making discretion relating to the Fund's investments. Neither JPMS nor any other JP Morgan Entity has any responsibility for monitoring whether investments by any investment manager or advisor are in compliance with any internal policies, investment goals or limitations of the Fund, and neither JPMS nor any other JP Morgan Entity will be responsible for any losses suffered by the Fund.

JPMS and each other JP Morgan Entity reserve the right not to clear transactions and not to provide any of the services. JP Morgan and each other JP Morgan Entity reserve the right to terminate the arrangements in accordance with the provisions of the Customer Documents.

JPMS and the other JP Morgan Entities are service providers and are not responsible for the preparation of this document or the activities of the Fund and therefore accept no responsibility for the accuracy of any information contained in this document.

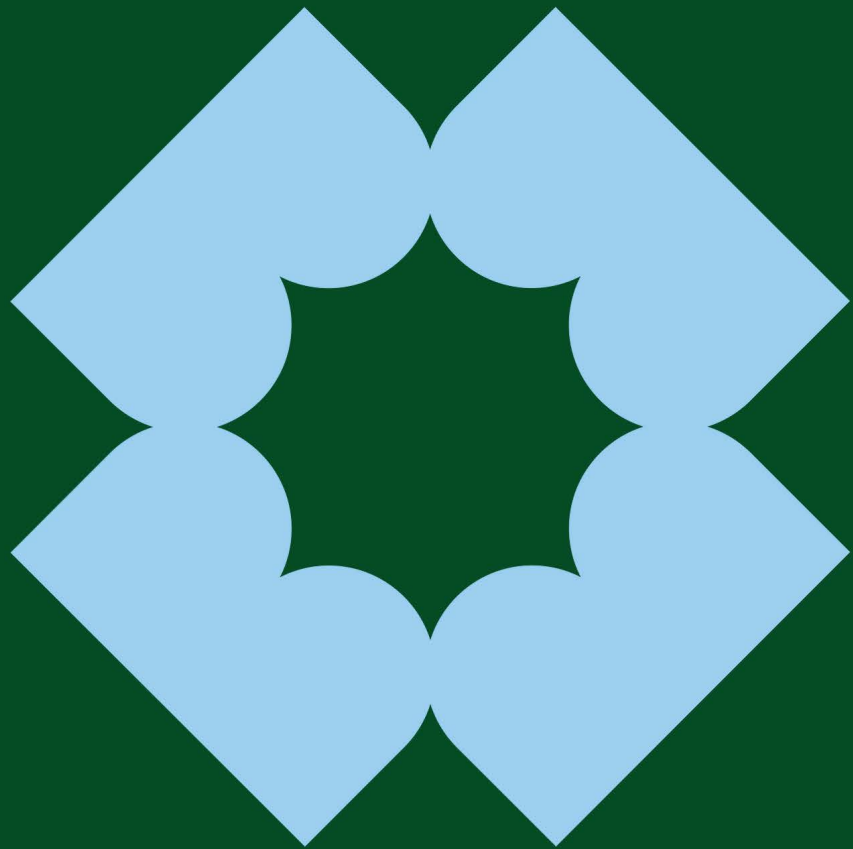
CONSENTS

Each of BlossomApp Pty Limited and Gleneagle Securities (Aust) Pty Ltd consents and, as at the date of this PDS, has not withdrawn its consent to the respective references to them (in the form and context in which they are included) about it in this PDS. None of these entities have otherwise issued or caused the issue of this PDS.

GLOSSARY

These key expressions are used in this PDS with the following meanings.

business day	a business day in Sydney, Australia (not a weekend day or a gazetted public holiday).
derivatives	including but not limited to inflation derivatives, credit derivatives, interest rate derivatives, index derivatives, foreign exchange contracts and options.
EMEA	Europe, Middle East and Africa.
Fortlake	Fortlake Asset Management Pty Limited ABN 30 643 640 939.
Gleneagle Securities	Gleneagle Securities (Aust) Pty Ltd ABN 58 136 930 526 AFSL 337985.
income investments	listed and unlisted investments bonds, debentures, bank bills, negotiable certificates of deposit; fixed-income type investments issued by companies including but not limited to holders of an Australian financial services licence (including responsible entities, trustees and issuers of debentures).
indirect investments	indirect investments includes but is not limited to investing in managed funds (which in turn might invest in other managed funds); investing in income investments which are to some extent backed by other income investments; and accounts with financial service providers (including brokers, exchange participants, commercial and investment banks, and their subsidiaries and responsible entities of funds and account services) managed by appointed managers.
Investment Manager	Gleneagle Securities.
investment universe	direct and indirect exposure to income investments, derivatives, cash and cash equivalents



Blossom