

## Aura Amplify Master Trust

### Mosman Property Loan 2088\_808 Investment Terms

#### Term Sheet dated 23<sup>rd</sup> April 2024

The following sets out a summary of certain key features of the Loan investment opportunity. Investors will gain exposure to the Loan through the subscription of the “Mosman Property Loan 2088\_808” class of units in the Aura Amplify Master Trust (**Trust**) which will have the following features.

The terms below are a high level and non-exhaustive summary only. The terms are not to be relied upon solely and are not legal advice. Refer to the trust deed for the Trust (**Trust Deed**) for full terms which will prevail to the extent of any inconsistency.

<b>Trust</b>	The Trust is an Australian domiciled, unregistered multi-class unit trust.  The Trustee and Manager are offering investors the opportunity to invest in the Loan via the establishment of a new class of units in the Trust called the “Mosman Property Loan 2088_808” ( <b>Class</b> ) which will invest (directly or indirectly via a special purpose vehicle) in the Loan.
<b>Trustee</b>	Aura Capital Pty Ltd ACN 143 700 887, the holder of Australian Financial Services Licence number 366 230 (the <b>Licensee</b> ).
<b>Manager</b>	Aura Funds Management Pty Ltd ACN 607 158 814, an authorised representative (CAR 1233893) of the Licensee.
<b>Loan</b>	The Trustee for the Trust will participate in a loan of up to AUD \$4,131,000 to a commercial Borrower and will hold a first mortgage security against one residential property located in Mosman. The Trust will invest via a security trust structure ( <b>STD</b> ) whereby Aura Loan Management Pty Ltd ( <b>ALM</b> ) acts as security trustee and lender of record for the Loan. The Loan will have a maximum of 51% LVR.
<b>Target Net Return</b>	8.50% p.a., distributed quarterly in arrears to Investors.  Note, investors may receive a higher return if the official cash rate increases above 4.35% p.a. (this is continually reassessed on the 1 <sup>st</sup> of each month) – returns above 8.50% due to interest rate increases will be distributed at the end of the Term.
<b>LVR</b>	51% LVR
<b>Term</b>	The term of the underlying Loan facility is 12 months from settlement which is anticipated to take place on 26 <sup>th</sup> April 2024. The duration of the Loan may be shorter than 12 months, however there is a minimum interest period of 6 months (expiring 26th October 2025). The Term of the Class of units will coincide with the duration of the underlying Loan.
<b>Distributions</b>	Distributions in respect of the Class may be made at any time at the discretion of the Trustee. Distributions will be made pro rata to each investor’s aggregate capital contributions in respect of the Class at the record date for the distribution.
<b>Management Fee</b>	The Manager may retain all interest or income earned on cash held with respect to pre-paid interest or borrower fees paid for the term of the Loan. Aura Group (via the

	Manager and ALM) may also receive other benefits or payments from the underlying STD for originating and ongoing management of the Loan.
<b>Performance Fee</b>	Nil.
<b>Transaction and Establishment Fee</b>	Nil.
<b>Minimum Subscription Amount</b>	AUD\$250,000 or a lower amount at the discretion of the Trustee.
<b>Subscriptions</b>	<p>Subscription amounts are payable on submission of an investor's subscription agreement. Unless determined otherwise by the Trustee, the subscription agreement is to be received no later than 23<sup>rd</sup> April 2024 and subscription payments received no later than 24<sup>th</sup> April 2024.</p> <p>The Trustee may accept or reject any subscription agreement in whole or in part in its absolute discretion. Subscription amounts paid in respect of rejected or any scaled back portion of applications will be returned to investors without interest.</p>
<b>Redraw</b>	Not applicable.
<b>Expenses</b>	The Trustee and Manager are entitled to be reimbursed from the Trust for all amounts incurred in the proper performance of their roles except for Overheads.
<b>Invoicing</b>	The Trustee or its nominee may agree (at its discretion) to invoice investors outside of the Trust for the Management Fee and any Expenses in respect of the Class.
<b>Outside Fees</b>	The Trustee, the Manager and their affiliates and associates may earn and retain fees (excluding GST) paid in respect of services provided to or in connection with the Borrower or its affiliates (including deal sourcing, due diligence, administration, origination and other similar fees).
<b>Consequences of Default</b>	If an investor fails to pay a capital contribution when required, the rights and entitlements attaching to the interests of that investor will be suspended and may be forfeited or compulsorily sold by the Manager. The investor remains liable for its unpaid capital commitment, the costs and expenses of the forfeiture, including the sale of the interests, and any unpaid calls. Any proceeds recovered from a sale by the Manager, net of unpaid capital calls, losses arising from a failure to pay a call and any costs and expenses associated with the failure to pay a call, will (if any) be returned to the investor.
<b>Transfers</b>	Investors may not withdraw from the Trust, or terminate their capital commitments to the Trust, prior to the termination of the Class. Interests in the Trust cannot be redeemed by investors.
<b>Liability</b>	Liability of investors is limited to their capital commitment, subject to the Trust Deed.
<b>Reports</b>	Within 90 days after the end of each financial year, the Trustee will provide tax statements for the Class for the financial year.
<b>Confidentiality</b>	An investor must not disclose any information or materials regarding the Trust or any parties to the Loan except:

	<ul style="list-style-type: none"> <li>• as required by law;</li> <li>• information or materials were previously known to the investor;</li> <li>• the information or materials become publicly known; or</li> <li>• to advisors who agree to be bound by similar confidentiality obligations as the investor.</li> </ul>
<b>Governing Law</b>	<p>The laws of New South Wales govern this Term Sheet, and the parties submit to the exclusive jurisdiction of the courts of New South Wales, Australia.</p>
<b>Conflicts of Interest</b>	<p>Actual or potential conflicts of interest may arise both within the Trust and/or between the Trust, Aura Group, Aura Group affiliates or Aura Group investors.</p> <p>Conflicts of interest may arise in, but are not limited to, the following situations:</p> <ul style="list-style-type: none"> <li>• Aura Group, Aura Group affiliates or Aura Group investors may take interests in the investments held by the Trust in their own capacity. This may be a standalone investment decision, or it may be the result of an arrangement made with the Trust;</li> <li>• Aura Group, Aura Group affiliates or Aura Group investors may hold positions in the Board of Directors of investments made by the Trust;</li> <li>• the Trust may invest in or lend to companies originated via advisory services or fund sourcing services provided by members of the Aura Group or Aura Group affiliates;</li> <li>• Aura Group, or Aura Group affiliates, may have exposures to the same Investee or portfolio companies of both an equity and a debt nature (whether or not in the same fund, different funds or unrelated investment vehicles). This may pose a conflict of interest where the access to information, security, or ranking of security is different for different investors or to that of the Managers.</li> <li>• Aura Group, or Aura Group affiliates may invest in another investment vehicle that it is also the Manager and/or issuer of. In such cases, necessary fee arrangements may be put in place to prevent the double charging of investment management fees.</li> <li>• Aura Group, Aura Group affiliates or Aura Group investors may provide advisory or other services in their own capacity to the Trust's Investee companies; and</li> <li>• Aura Group, Aura Group affiliates or Aura Group investors may receive benefits from its investments or services and is not required to account to the investors of the Trust for any such benefits.</li> <li>• Aura Group affiliates may receive fees directly from the Borrower.</li> </ul> <p>The Managers have established and documented procedures designed to address a range of situations where such conflicts of interest may arise and to govern the manner in which the financial services provided by the firm and the associated conduct and behaviour required of all staff.</p> <p>Where the Managers reasonably believe that they face a conflict of interest in connection with a particular circumstance, then the Managers will take steps to address the conflict.</p>
<b>Key Risk Disclosure</b>	<p>An investment in the Trust entails risks, including complete loss of capital invested, and is only suitable to investors who are able to assess the benefits and risks of investment. Nothing in this Term Sheet is financial, legal, accounting or tax advice. We provide no</p>

guarantees that expected investment returns will be reached. Investors should obtain their own professional advice prior to deciding to invest.

While not an exhaustive list of all relevant risks, some of the key risks of investing into classes of units within the Trust include:

1) Asset Concentration Risk

Typically, the classes of units in the Trust pertain to a single asset or debt instrument. Consequently, investors cannot rely on any diversification with regards to investment risks.

2) Liquidity or Exit Risk

Typically, the Trust will invest into, or provide debt to, Investee companies for a defined term or length of time. Until relevant and appropriate exit opportunities exist (for example refinance or sale of property, trade sale of the business, IPO) your investment into the Trust may not be redeemed, even where losses may be evident.

3) Defaulting Investors

Subject to the terms of each class of units, it may be possible that additional capital needs to be called from investors where units have been only partly paid upfront. In this case, should any investor fail to meet their commitment amounts, or called capital, it may have an impact on the overall Trust or class of units. Please refer to the Trust Deed for more information on defaulting investors.

4) Taxation

Investors may be subject, directly or indirectly, to both domestic and foreign taxation consequences due to their investment in the Trust and/or the activities of the Investee company. It is not possible to cover all taxation impacts in this document and investors should obtain their own independent tax advice prior to deciding to invest.

5) Interest Rate Risk

Investors may face the risk that the capital value or income of an investment may be adversely affected when interest rates rise or fall. The value and income of the Trust's underlying assets can fluctuate in reaction to large changes in interest rates.

6) Secured Property Risk

Where a class of units invests in a debt facility provided to a borrower, the debt is typically secured via a mortgage of real property (Secured Property). The Secured Property is generally valued by an independent valuer prior to lending the funds to ensure that the value of the property is greater than the loan amount. However, there is a risk that the valuation is incorrect, or there is a downturn in the property market, damage or complete loss of property that results in the Secured Property not maintaining an adequate loan-to-value ratio. There is also a risk that should the borrower default on their loan repayments, that the property cannot be readily sold, or readily sold for a price above the loan amount.

7) Regulatory Risk

The risk that the value or tax treatment of an investment in the Trust or its assets, or the effectiveness of the Trust's investment 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.

8) Default or Credit Risk

There is the risk that a borrower or borrower's guarantor (where applicable) may not be able to meet their financial obligations. This may be for a wide range of reasons, including:

- (i) A change in the individual financial or other circumstances of the borrower; and
- (ii) A change in the economic climate generally that adversely affects all borrowers.

The Manager will seek to mitigate these risks by only making loans to borrowers that meet the lending parameters that it sets.

#### 9) Co-Investment Risk

The Trust may co-invest in loans indirectly through special purpose vehicles (such as a security trust) with third parties and the special purpose vehicle will be managed by related associates of Aura Group. In these cases, the Trust does not hold security directly and will rely on the special purpose vehicle to enforce the loan and recover the security in the event of default. Where the special purpose vehicle is unable to enforce the loans successfully, losses may be incurred.

#### 10) Manager Risk

The investment or style of an investment manager can have a substantial impact on the investment returns of an investment. There is no guarantee that the Manager or the Trust will attain any of the objectives stated or that the Trust will generate any returns, or compare favourably against its peers. The Manager may also change its investment strategies over time and there is no guarantee that such changes would produce favourable outcomes for investors. The Manager will make all decisions regarding the day-to-day operations of the Trust. The investors will have no right or power to take part in the management of the Trust. The loss of a key management person in the Manager may adversely affect the performance of the Trust. The Manager may retire or be replaced and cease to manage the Trust.

#### 11) Counterparty Risk

The risk that counterparties to agreements with the Trust do not fulfill their contractual obligations could have a detrimental impact on the Trust's performance.

#### 12) Operational Risk

Operational risk relates to the risk of loss resulting from inadequate or failed internal control processes, information technology systems or from external service providers which may impact on the administration of the Trust. The Manager has risk and compliance procedures in place to ensure adequate controls are in place to manage this risk.

#### 13) Macroeconomic Risk

General economic conditions (including interest rates, exchange rates and underlying inflation in Australia and Internationally) will impact the returns on the underlying investments. The performance of the Australian economy and other economies will have significant downstream impact on the investments within the Trust, including Investee companies and borrowers.

#### 14) Force Majeure Events

Events, including acts of God, fire, flood, earthquakes, pandemics, war, acts of terrorism, and labour strikes may adversely affect the normal operations of the Manager and/or Investee company's business.

#### 15) Sector Risks

Sector risk is the risk that a particular sector in which an Investee operates may be subject to sector wide problems of demand/supply imbalances due to certain events or shocks. This may affect the viability of the business or the profitability of the company and therefore the Trust.

**Important Information**

This information is for accredited, qualified, institutional, wholesale or sophisticated investors only and is provided by Aura Capital Pty Ltd AFSL No. 366 230, ABN 48 143 700 887 as Trustee of the Aura Amplify Master Trust.

Any financial product advice given in this report is of a general nature only. The information has been provided without taking into account the investment objectives, financial situation or needs of any particular investor. Therefore, before acting on the information contained in this report you should seek professional advice and consider whether the information is appropriate in light of your objectives, financial situation and needs. Aura does not guarantee the performance of its funds, the repayment of any capital or any rate of return. Investing in any financial product is subject to investment risk including possible loss. Past performance is not a reliable indicator of future performance. Information in this report is based on the information provided to Aura by third parties that may not have been verified. Aura believes that the information is reliable but does not guarantee its accuracy or completeness. Aura is not able to give tax advice and accordingly investors should obtain independent advice from an accountant and/or lawyer before making any decision based on the tax treatment of its investors.

You must read this Term Sheet along with the Trust Deed and seek professional advice before making a decision to invest in any of the funds.