

Subscription Deed ORDE Income Fund

Investor Instructions

Please follow the below instructions and contact ORDE Capital Management Limited (ACN 636 165 378) (**Responsible Entity**) if you have any questions.

Capitalised terms used but not otherwise defined in this subscription deed have the meaning given to them in the constitution of the Scheme (defined below) unless the context requires otherwise.

- 1 Read this subscription deed (including schedules) before signing.
- 2 Complete section 5 (**Consideration**) on page 2.
- 3 Complete the 'Investor's Details' in Schedule 1.
- 4 Read and confirm each of the representations, warranties, and declarations set out in Schedule 2.
- 5 Complete the Authorised Signatory List in Schedule 3 or provide a list of your Authorised People together with their respective signatures.
- 6 If appropriate, procure that the Underlying Investor (defined below) to complete Parts 1 and 2 of Schedule 5, read Part 3 of Schedule 5, and then execute, and date the relevant execution block at Execution – Underlying and, if relevant, provide a certified copy of the power of attorney if your attorney(s) is signing this subscription deed on your behalf.
- 7 Execute and date this subscription deed under the relevant execution block at Execution – and, if relevant, provide a certified copy of the power of attorney if your attorney(s) is signing this subscription deed on your behalf.
- 8 Return the subscription deed to the Responsible Entity as provided in section 2 (**Subscribing**) on page 1 with a completed and signed Accountant's certificate (if applicable) compliant with Schedule 4.
- 9 Complete and provide any other additional information requested or required by the Responsible Entity.

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1. Introduction

This Deed relates to the subscription of interests (**Interests**) in ORDE Income Fund (ARSN 649 520 472) a trust formed under the laws of Victoria and is a registered managed investment scheme registered with the Australian Securities & Investments Commission (**Scheme**) constituted by a constitution dated 9 April 2021, as amended from time to time (**Constitution**).

The 'Investor' listed below in Schedule 1 is applying to the Responsible Entity to be admitted as an Investor in the Scheme.

This subscription deed (**Deed**) is a deed poll in favour of the Scheme and the Responsible Entity. This Deed, together with the application form in respect of the Scheme, constitutes the 'Application' (as defined in the Constitution) which is subject to the provisions of Constitution including, but not limited to, clause 5 of the Constitution.

You must agree to:

- (a) read the Governing Documents and the Offer Document; and
- (b) consult a solicitor, tax adviser, accountant, investment adviser, and other appropriate advisers regarding an investment in the Scheme and its suitability for you,

before deciding to invest in the Scheme.

2. Subscribing

If you decide to apply to subscribe for the Interests, please execute and return this Deed to the Responsible Entity:

ORDE Capital Management Limited (ACN 636 165 378)
Level 15, 31 Queen Street
Melbourne VIC 3000
Attention: ORDE Income Fund Team
Email: invest@orde.com.au
Phone: (03) 8657 2533

If you decide not to apply or your application is not accepted, please promptly return this Deed and any other documents relating to the Scheme to the above address. You agree that it is your responsibility to contact the Responsible Entity to ascertain the status of your application and you cannot assume your application has been successful until you receive confirmation from the Responsible Entity.

3. Ongoing enquiries

Ongoing queries can be directed to the Responsible Entity:
Attention: ORDE Income Fund Team
Email: invest@orde.com.au
Phone: (03) 8657 2533

4. Instalment amounts

If your Deed is accepted, the Responsible Entity (**We or Us**) will notify you of the first instalment amount. For the avoidance of doubt, at the Responsible Entity's complete discretion, the full Consideration amount may be required to be paid in full and not in instalments. Payments can be made via electronic transfer or deposited into the Scheme's account. Once your investor account has been established, you will receive a welcome email containing the bank account details.

Please contact the Responsible Entity (details above at section 3) if you have any questions.

5. Consideration

- (a) The undersigned Investor (**Investor or you**) wishes to irrevocably pay

(Consideration)

for the acquisition of Interests (or such other amount as notified by the Responsible Entity pursuant to clause 5.2 of the Constitution) in the Scheme. Such amount to be paid pursuant to this Deed, the Constitution, and any relevant Offer Document (as applicable) (**Governing Documents**), and any other agreement between you and the Responsible Entity.

- (b) The Minimum Investment amount of each Investor is A\$1,000 unless otherwise agreed by the Responsible Entity.
- (c) Notwithstanding any other provision in the Governing Documents, you agree and acknowledge that all amounts committed by you to the Scheme under this Deed will constitute Consideration for your acquisition of an Interest in the Scheme, unless otherwise directed by the Responsible Entity in accordance with the Constitution.
- (d) Consideration must be paid in Australian currency unless otherwise agreed by the Responsible Entity.

6. Representations, warranties, and declarations

The Investor represents, warrants, and declares to the Responsible Entity in respect of itself that each of the representations, warranties, and declarations contained in this Deed and set out in Schedule 2 is true and correct in respect of itself as at the date of this Deed and are deemed repeated and reaffirmed by the Investor on each date that the Investor makes an additional Application, unless the relevant representation, warranty, or declaration is expressly provided to be given only at a particular time in which case it is given as at that time only.

7. Entire Agreement

Unless the Responsible Entity specifically agrees otherwise (in writing), the Governing Documents contain the entire agreement with respect to the Investor's interests, and there are no representations, covenants, or other agreements except as stated or referred to herein.

8. Termination

You agree that, except as permitted by applicable law or as otherwise provided herein, you may not cancel, terminate, or revoke this Deed or any agreement made hereunder, and that this Deed (including the representations, warranties and covenants made in it) shall survive your death or legal disability and shall be binding upon your heirs, executors, administrators, successors and assigns.

9. Counterparts

- (a) This Deed may be executed in any number of counterparts, each of which:
 - (i) may be executed electronically (for so long as it is permitted by law to do so) or in handwriting;
 - (ii) will be deemed an original whether kept in electronic or paper form, and all of which taken together will constitute one and the same document; and
 - (iii) may be exchanged by PDF versions attached to emails.
 - (b) Without limiting the foregoing, if the signatures on behalf of one party are on more than one copy of this Deed, this shall be taken to be the same as, and have the same effect as, if all of those signatures were on the same counterpart of this Deed.
-

10. Governing law

This Deed is governed by the law of Victoria. The Investor irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria and its appellate courts.

[Remainder of page left intentionally blank – please see overleaf]

Execution – Investor

Execution instructions

If you are:

- an **Australian body corporate** (unless you are executing under power of attorney), please use the execution block entitled 'Australian Bodies Corporate' on page 5.
- a **foreign entity** please use the execution block entitled 'Non-Australian bodies corporate' on page 6.
- an **individual** please use the execution block entitled 'Individuals' on page 7.
- an **Australian body corporate executing under power of attorney**, please use the execution block entitled 'Power of Attorney' on page 8 and provide a certified copy of the relevant power of attorney.

Please note: if you are signing as a trustee, general partner, nominee, custodian or in some other capacity (unless you are an Australian body corporate executing under power of attorney), please use the relevant execution block as set out below that relates to you and note the capacity upon which you are signing in the 'Capacity of Investor' section of the relevant execution block.

Execution page – Investor (Australian bodies corporate)

Executed as a deed poll.

Date: _____



Signed sealed and **delivered** for:

(Name of Investor)

(Capacity of Investor e.g. trustee of ABC trust)

in accordance with Section 127 of the
Corporations Act 2001 (Cth) by:

Signature of director

Signature of director/company secretary
(Please delete as applicable)

Name of director (print)

Name of director/company secretary (print)

Execution page – Investor (Non-Australian bodies corporate)**Executed as a deed poll.**

Date: _____A circular placeholder for a seal, containing the word "Seal" in the center.**Signed sealed** and **delivered** for:_____
(Name of Investor)_____
(Capacity of Investor e.g. trustee of ABC trust)

in the presence of:

Signature of witness_____
Signature of authorised signatory_____
Name of witness (print)_____
Name of authorised signatory

This witness observed the signatory sign the document in real time over Webex, Zoom, Microsoft Teams or other audio visual link, in accordance with section 12(2) of the Electronic Transactions Act (Victoria) 2000 (Vic).

[Strikethrough if not applicable]

Signature of witness_____
Signature of authorised signatory_____
Name of witness (print)_____
Name of authorised signatory

This witness observed the signatory sign the document in real time over Webex, Zoom, Microsoft Teams or other audio visual link, in accordance with section 12(2) of the Electronic Transactions Act (Victoria) 2000 (Vic).

[Strikethrough if not applicable]

Execution page – Investor (Individual)

Executed as a deed poll.

Date: _____

Signed sealed and delivered by:

(Name of Investor)

(Capacity of Investor e.g. personal/trustee of ABC trust)

in the presence of:

Signature of witness

Signature of Investor

This witness observed the signatory sign the document in real time over Webex, Zoom, Microsoft Teams or other audio visual link, in accordance with section 12(2) of the Electronic Transactions Act (Victoria) 2000 (Vic).

[Strikethrough if not applicable]

Name of witness (print)

Name of Investor (print)

(Name of Investor)

(Capacity of Investor e.g. personal/trustee of ABC trust)

in the presence of:

Signature of witness

Signature of Investor

This witness observed the signatory sign the document in real time over Webex, Zoom, Microsoft Teams or other audio visual link, in accordance with section 12(2) of the Electronic Transactions Act (Victoria) 2000 (Vic).

[Strikethrough if not applicable]

Name of witness (print)

Name of Investor (print)

Execution page – Investor (Australian entities signing under power of attorney*)**Executed as a deed poll.**

Date: _____**Signed sealed and delivered** for:_____
(Name of Investor)_____
(Capacity of Investor e.g. trustee of ABC trust)by its attorney/s under power of attorney in the
presence of:_____
Signature of witness_____
Signature of attorney_____
Name of witness (print)_____
Name of attorney (print)

This witness observed the signatory sign the document in real time over Webex, Zoom, Microsoft Teams or other audio visual link, in accordance with section 12(2) of the Electronic Transactions Act (Victoria) 2000 (Vic).

[Strikethrough if not applicable]

Signature of witness_____
Signature of attorney_____
Name of witness (print)_____
Name of attorney (print)

This witness observed the signatory sign the document in real time over Webex, Zoom, Microsoft Teams or other audio visual link, in accordance with section 12(2) of the Electronic Transactions Act (Victoria) 2000 (Vic).

[Strikethrough if not applicable]

* A certified copy of the power of attorney must be attached. By signing, the attorneys are verifying that at the time of signing they have not received notification of revocation of that power.

Schedule 1 Investor's Details

1. Details

Investor's Name (please include ACN or company identifier, if applicable)

Investor's Capacity (e.g., personal capacity, custodian, nominee, trustee, or other)

Investor's Address (line 1)

Investor's Address (line 2)

City/suburb

State

Post Code

Country of Residence

Residency Status

Telephone/Mobile Number/s

Facsimile Number

Investor's Tax File Number¹

Investor's Email Address

Yes ☐ Is the Investor claiming to be tax exempt in its Country of Residence?

No ☐ If Yes, please detail the facts that qualify the Investor to be tax exempt
in their Country of Residence:

¹ You are not required to provide your Tax File Number (**TFN**) or, where applicable, your Tax Identification Number (**TIN**). However, if you choose not to provide your TFN or exemption details, the General Partner may be required to withhold tax from income distributions at the highest marginal tax rate (including Medicare levy) as prescribed by Australian tax law.

2. Investor's AML/CTF Information

Please indicate if the following applies to you (more than one may apply):

Yes ☐ You are a domestic listed public company or a majority owned subsidiary of a domestic listed public company.

No ☐

Yes ☐ You are licensed and subject to regulatory oversight in Australia (e.g. AFS licensee, RSE licensee).

No ☐ If yes, please indicate licence type: _____

Yes ☐ You are investing as trustee of an unregistered managed investment scheme that only has wholesale clients.

No ☐

Yes ☐ You are investing as trustee of a government superannuation fund.

No ☐

Yes ☐ You are a government body (i.e. you were established under Commonwealth, State or Territory legislation).

No ☐

Please note that the Responsible Entity may require additional identification information from you in order to comply with the anti-money laundering and counter-terrorism financing laws and/or sophisticated investor requirements.

3. FATCA Information

Yes ☐ Are you a US citizen or resident of the US for tax purposes?

No ☐ If Yes, please provide your US Taxpayer Identification Number (**TIN**): _____

4. Distributions

Pay distributions from the Scheme to:

Name of Financial Institution:

Account Name:

Branch Name:

Account Number:

BSB:

Monthly Distribution

Re-Invest

5. Additional contact details for receipt of duplicate information

All correspondence will be sent to the Investor in addition to any other email contacts listed below.

For Call Notices:

Name

Email Address

Name

Email Address

Name

Email Address

Name

Email Address

For Reports and other correspondence

Name

Email Address

Name

Email Address

Name

Email Address

Name

Email Address

Schedule 2 Representations, warranties and declarations

By signing this Deed, you are making the following representations, warranties, and declarations to the Responsible Entity, and you agree with the Responsible Entity to be bound by this Deed.

1. Representations and warranties

1.1 Capacity, powers, and terms

- (a) You have read and understood and agree to be bound by the Governing Documents as amended from time to time.
- (b) You have the power and authority to execute, deliver, and perform your obligations under the Governing Documents, and to subscribe for the Interests hereunder.
- (c) The execution, delivery, and performance of your obligations in the Governing Documents will not conflict with, breach, or result in any default under any law applicable to you or any provision of any agreement or instrument to which you are bound.
- (d) If you are signing this Deed under power of attorney, you declare that you have not received notice of revocation of that power (a certified copy of the power of attorney must be submitted with this Deed).
- (e) If you are the sole signatory signing on behalf of a company, you declare that you are signing as a sole director and secretary of the company.
- (f) The Governing Documents are your legal, valid and binding obligations, enforceable against you in accordance with their respective terms.
- (g) You and any person that subscribes for or acquires Interests on your behalf under this Deed are a wholesale client (as defined in the *Corporations Act 2001* (Cth)) and the Interests are being acquired for your own account for investment purposes unless otherwise disclosed to the Responsible Entity in writing.
- (h) You confirm that you have the financial capacity to hold the Interests for the applicable term set out in the Governing Documents, Side Letter and Offer Document, and bear the associated risks and obligations of holding the Interests (including to pay any Consideration).
- (i) You confirm that all details in this Deed are true and correct.

1.2 Sophisticated investor with understanding

- (a) You are a sophisticated investor and acknowledge and agree that:
 - (i) an investment in the Scheme is speculative and subject to material risk including loss of all invested capital and an obligation to pay any Consideration;
 - (ii) subject to the terms of the Governing Documents, Side Letter and Offer Document, an investment in the Scheme is generally illiquid;
 - (iii) there can be no expectation of returns other than through the distribution of proceeds from the realisation of portfolio investments, and you have taken this into account in deciding to invest; and
 - (iv) an investment in the Scheme is not a deposit with, or any other type of liability of, the Responsible Entity and that the capital value of and performance of an investment in the Scheme is not in any way guaranteed by the Responsible Entity.

1.3 Reliance

You acknowledge and understand that you have relied in every respect on your own independent investigation (including consulting with your own independent investment, legal taxation, and financial advisors), enquiries, and appraisals in deciding to subscribe for Interests and you have not relied on any representations or warranties made by an Responsible Entity or any of their officers, directors, advisers, associates, affiliates or representatives (including placement agents and legal counsel) (each a **Relevant Person**) in connection with the Scheme (including its tax consequences), or the performance of the Scheme other than those contained in the Governing Documents, the Offer Document, and any side letter entered into in respect of your investment in the Scheme (**Side Letter**).

1.4 Accountant's certificate

If applicable, you have provided the Responsible Entity with an accountant's certificate in the form under Schedule 4 which is less than 2 years old, true and correct, and indicating that you have either net assets of at least \$2.5 million or a gross income for each of the last 2 financial years of at least \$250,000 a year.

2. Confidentiality

You agree that you shall not disclose or cause to be disclosed any confidential proprietary information concerning the Scheme or Relevant Persons to any person or use any such confidential information for your own purposes or your own account, except as permitted under the Governing Documents and Side Letter.

3. Personal Information

- (a) You agree to us collecting, holding and using your personal information and consent to it being used for:
 - (i) administration purposes and in relation to your holding and all transactions relating to the holding and for providing or marketing products and services to you;
 - (ii) ensuring compliance with all applicable regulatory or legal requirements including the requirements of regulatory bodies or relevant exchanges including the requirements of the superannuation law; and
 - (iii) any other purpose prescribed in the Governing Documents.

We may not be able to process or accept your application or you may be compulsorily redeemed from the Scheme in accordance with the Governing Documents if you do not provide this and other information required under the Governing Documents or to comply with applicable laws.

- (b) You agree that Relevant Persons and their service providers may disclose any of the information contained in this Deed and any other information you furnish to any of them to their agents, contractors or third party service providers as otherwise required or permitted by law and permitted under the Governing Documents.
- (c) If you decide not to provide to the Responsible Entity your tax file number or Australian Business Number or your reason for exemption, tax at the highest marginal tax rate plus Medicare levy (where applicable) may be deducted from your income as required by the tax legislation.
- (d) You agree to provide the Responsible Entity with any information it reasonably requests to assist it in fulfilling its tax or legal obligations and in connection with obtaining any exemption, reduction or refund of any withholding or other taxes imposed upon the Responsible Entity or the Scheme.

4. Covenants and declarations

- (a) You agree that the obligation under the Governing Documents to pay or indemnify any amounts that the Responsible Entity is required to withhold or pay with respect to you or on your behalf will survive your withdrawal from the Scheme or the termination or dissolution of the Scheme.
- (b) Subject to any Side Letter, you acknowledge and agree that the Responsible Entity reserves the right in its absolute discretion to allocate Interests or to not accept or to scale back an application for Interests in its absolute discretion and to cancel the offer of Interests.
- (c) You acknowledge and agree that to the extent there is any variance or inconsistency between any of the Governing Documents or any other document or agreement relating to the Scheme, the Constitution shall prevail.
- (d) You acknowledge and agree that you were not offered the opportunity to subscribe for interests in the Scheme (or otherwise invest in the Scheme) by means of any form of general solicitation or advertising such as media advertising, public seminars, or pursuant to a publicly accessible website and none of the Relevant Persons or any person acting on behalf of any of them (or on behalf of the Responsible Entity or Scheme), offered to sell you any interest in the Scheme by means of any form of general solicitation or general advertising or otherwise in violation of any securities laws applicable to you.

5. Prevention of money laundering

- (a) In order to comply with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and related laws and regulations (**AML/CTF Law**), you agree to provide us with all true and correct information and assistance that we may request in order for us to comply with any AML/CTF Law. The Responsible Entity reserves the right to request or re-verify such information as is necessary to meet this obligation and may, without liability to you, decide to delay or refuse any request or transaction if it is concerned that the request or transaction may breach any obligation of AML/CTF Law.
- (b) You represent and warrant that the Interests are or will be purchased with funds that are from legitimate sources. You are not aware and have no reason to suspect:
 - (i) that the monies used to fund your investment in the Scheme have been or will be derived from or related to proceeds of crime, money laundering, terrorism financing or similar activities illegal under applicable laws or regulations or otherwise prohibited under any international convention or agreement; and
 - (ii) the proceeds of your investment in the Scheme will not be used to finance any illegal activities.

6 Additional contributions

You agree that:

- (a) all of the representations, warranties, and declarations contained in this Deed are deemed repeated and reaffirmed by you on each date that you make an additional payment of Consideration;
- (b) all of your covenants and agreements contained in this Deed apply with respect to such additional payments of Consideration; and
- (c) you must notify the Responsible Entity if you are not able to repeat and reaffirm the representations and warranties in the Governing Documents or such representations and warranties cease to be true.

7. Amendments and waivers

This Deed may be amended and any provision may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of you and the Responsible Entity.

8. Survival of representations and warranties; Indemnity

- (a) You indemnify, keep indemnified, and hold harmless the Scheme and each Relevant Person from and against any and all claims, liabilities, and losses relating to or arising out of any breach of any representation, warranty, or declaration made by you in this Deed or in any other document provided by you to the Responsible Entity in connection with your investment, or any failure to fulfil any covenants or agreements contained in the Governing Documents.
- (b) You confirm your obligation under the Governing Documents to pay or indemnify any amounts that the Responsible Entity is required to withhold or pay with respect to you or on your behalf. You agree that this obligation will survive your withdrawal from the Scheme or the termination or dissolution of the Scheme.

9. Authorised signatories

We require at least two contacts in case the primary contact is not available. Schedule 3 contains the names of people authorised by you to give and receive instructions between the Responsible Entity and you, together with their respective signatures (**Authorised People**). You may, as an alternative to completing Schedule 3, provide us with a list of Authorised People together with their respective signatures provided that you agree to be bound by paragraphs (d) and (e) of Schedule 3. Additional people may become, and people may cease to be, Authorised People if you give written notice to the Responsible Entity signed by one or more Authorised People.

10. Transfer and assignments

- (a) You understand and acknowledge that Interests can only be transferred and redeemed subject to the Governing Documents.
- (b) You agree that neither this Deed, nor any of your rights or interests contained in any Governing Document, are transferable or assignable except in a manner permitted under the Governing Documents.

11. Subscribing for an Interest on behalf of another

- (a) If you are subscribing for an Interest as trustee, agent, representative, custodian, sub-custodian or nominee, you understand and acknowledge that the representations, warranties and agreements made herein are made by you:
 - (i) with respect to you; and
 - (ii) with respect to such underlying Investor (this subclause does not apply to a trust which has two or more members).
- (b) You have all requisite power and authority from such underlying Investor(s) to execute and perform the obligations under this Deed. If you are not subscribing for an Interest on your own account, you agree to provide any additional documents and information that the Responsible Entity may reasonably request.
- (c) You will make all reasonable efforts to procure that the underlying Investor makes the undertakings in Schedule 5 (this subclause does not apply to a trust which has two or more members).

12. Limitation of liability

- (a) If you are entering into this Deed as trustee, responsible entity, custodian, sub-custodian, or nominee on behalf of a fund or other person and that capacity is specified in the Investor's Details (**Trustee Member**), you enter into this Deed only in that capacity. Your liability in respect of this Deed is limited pursuant to clause 6.2 and clause 6.3 of the Constitution and any relevant Governing Document (as applicable) as though the clauses were part of this Deed and pertain to you as an Investor.
- (b) The Responsible Entity enters into this Deed only in its capacity as responsible entity of the Scheme. You agree not to bring proceedings against any Responsible Entity in their personal capacity or seek to wind up, dissolve, or appoint an administrator, manager, receiver, liquidator, or similar to the Responsible Entity or its assets except to the extent allowed under the Governing Documents. You agree that any liability of the relevant Responsible Entity is several and not joint.

13. Notices

All notices, requests, demands, approvals and other communications provided for in this Deed must be given in accordance with the Constitution to the address or email provided in Schedule 1.

Schedule 3 Authorised Signatory List

Please ensure you have at least one alternative contact.

- (a) Until you advise in writing to the contrary, the people listed below (**Authorised People**) can:
 - (i) apply for an Interest and sign all documents necessary for that purpose;
 - (ii) inform the Responsible Entity in writing of changes to details in your account/s; and
 - (iii) close your accounts.
- (b) Authorised People may not delegate their powers and duties to any other person.
- (c) If Authorised People are a company or partnership, the powers vested in the Authorised People will extend to any director, partner or authorised officer of the agent once the Responsible Entity receives the appropriate documentation.
- (d) You hereby irrevocably ratify every action taken by the Authorised People and agree that you and every person claiming through or under you will have no claim against the Scheme, the Responsible Entity or investors in the Scheme regarding any action or payment made or purporting to be made to or at the direction of the Authorised People.
- (e) During the term of the appointment of the Authorised Person and thereafter, you agree to release, discharge and indemnify the Responsible Entity (as applicable) from and against all actions, proceedings, claims, losses and/or other liabilities incurred directly or indirectly in connection with the appointment of the Authorised People. However, the Responsible Entity remains liable for any loss to the extent provided for in the Governing Documents.
- (f) The Responsible Entity may, after 14 days written notice, vary these conditions or cancel this appointment.
- (g) You appoint Authorised People(s) with respect to the above conditions.

Investor's name: _____

Name

Signature

_____	_____
_____	_____
_____	_____
_____	_____

Schedule 4 Accountant's certificate

All investors that are high net worth individuals who are applying to subscribe for Interests issued by the Responsible Entity on the basis that they are wholesale clients are required to submit an accountant's certificate in the following form or another form acceptable for the purposes of sections 708(8)(c) and 761G(7)(c) of the *Corporations Act 2001* (Cth) (**Act**).

The certificate must be issued no more than 2 years before the date of the offer of Interests in the Scheme.

To: ORDE Capital Management Limited (ACN 636 165 378)

of

Level 15, 31 Queen Street, Melbourne VIC 3000

I certify as follows:

1. I am a qualified and practicing accountant for the purposes of the Act.
2. I am giving this certificate in accordance with sections 708(8)(c) and 761G(7)(c) of the Act at the request of, and with reference to, _____ (**Investor**) and acknowledge that this certificate will be relied upon to make offers of securities or financial products to the Investor without issuing a Disclosure Document (as defined in the Act) or Product Disclosure Statement (as defined in the Act) to the Investor, which may otherwise be required under either Part 6D.2 or Part 7.9 of the Act.
3. I certify that having reviewed the financial position of the Investor:
 - (a) the Investor has net assets of at least A\$2.5 million; or
 - (b) the Investor had a gross income for each of the last 2 financial years of at least A\$250,000 a year.
4. I certify that the financial products and financial services provided to the Investor under this offer are not provided for use in connection with a business based on my understanding of the Investor.

Signature

Date

Accountant name

Accountant firm

Schedule 5 Underlying Investor's undertakings

Instructions

Where the Investor is subscribing for Interests on behalf of another (e.g., a trustee of a fund-of-one, nominee, custodian, or similar arrangement), the undertakings in this Schedule 5 must be made by the Investor's 'underlying Investor'.

For example, where the Investor is a:

- (a) custodian or nominee holding Interests on behalf of a pooled investment vehicle (such as a unit trust), the trustee of the unit trust will make the undertakings in this Schedule 5; or
- (b) trustee of a trust with one ultimate beneficial holder (such as an individual), the individual will make the undertakings.

1. Underlying Investor's Details

Underlying Investor's Name (please include ACN or company identifier, if applicable)

Underlying Investor's Address (line 1)

Underlying Investor's Address (line 2)

City/suburb

State

Post Code

Telephone/Mobile Number/s

Facsimile Number

Underlying Investor's Tax File Number

Underlying Investor's Email Address

2. Underlying Investor's AML/CTF Information

Please indicate if the following applies to you (more than one may apply):

- Yes ☐ You are a domestic listed public company or a majority owned subsidiary of a domestic listed public company.
- No ☐
- Yes ☐ You are licensed and subject to regulatory oversight in Australia (e.g. AFS licensee, RSE licensee).
- No ☐ If yes, please indicate licence type: _____
- Yes ☐ You are investing as trustee of an unregistered managed investment scheme that only has wholesale clients.
- No ☐
- Yes ☐ You are investing as trustee of a government superannuation fund.
- No ☐
- Yes ☐ You are a government body (i.e. you were established under Commonwealth, State or Territory legislation).
- No ☐

Please note that the Responsible Entity may require additional identification information from you in order to comply with the anti-money laundering and counter-terrorism financing laws and/or sophisticated investor requirements.

3. Underlying Investor's Undertakings

By signing this Schedule 5, the Underlying Investor:

- (a) confirms that it is the underlying investor of the Investor in respect of this Deed;
- (b) will properly and lawfully instruct the Investor for the purposes of the Investor satisfying its obligations under this Deed;
- (c) guarantees the performance of the Investor's duties and obligations under this Deed;
- (d) will immediately pay any amount that the Investor is obliged to pay under this Deed (including, but not limited to, the payment of calls to the Scheme) but fails to pay on the date that such payment falls due;
- (e) indemnifies and holds Responsible Entity harmless against any loss, expense, liability, or damage suffered by the relevant Responsible Entity in connection with a breach of the Investor's obligations under this Deed; and

- (f) represents, warrants, and declares in favour of the Responsible Entity in respect of itself that each of the representations, warranties, and declarations contained in this Deed and set out in Schedule 2 is true and correct in respect of itself as at the date of this Deed and are deemed repeated and reaffirmed by the Underlying Investor on each date that the Investor makes an additional payment of Consideration, unless the relevant representation, warranty or declaration is expressly provided to be given only at a particular time in which case it is given as at that time only.

Capitalised terms in this Schedule 5 that are not defined have the same meaning as in the Deed.

Execution – Underlying Investor

Execution instructions

If you are:

- (a) an **Australian body corporate** (unless you are executing under power of attorney), please use the execution block entitled 'Australian Bodies Corporate' on page 23.*
- (b) a **foreign entity** please use the execution block entitled 'Non-Australian bodies corporate' on page 24.*
- (c) an individual please use the execution block entitled 'Individuals' on page 25.*
- (d) an **Australian body corporate executing under power of attorney**, please use the execution block entitled 'Power of Attorney' on page 26 and provide a certified copy of the relevant power of attorney.*

Please note: *if you are signing as a trustee, general partner, nominee, custodian or in some other capacity (unless you are an Australian body corporate executing under power of attorney), please use the relevant execution block as set out below that relates to you and note the capacity upon which you are signing in the 'Capacity of Investor' section of the relevant execution block*

Execution page – Underlying Investor (Australian bodies corporate)

Executed as a deed poll.

Date: _____



Signed sealed and **delivered** by:

(Name of Underlying Investor)

(Capacity of Underlying Investor e.g. trustee of ABC trust)

in accordance with Section 127 of the
Corporations Act 2001 (Cth) by:

Signature of director

Signature of director/company secretary
(Please delete as applicable)

Name of director (print)

Name of director/company secretary (print)

Execution page – Underlying Investor (non-Australian bodies corporate)

Executed as a deed poll.

Date: _____



Signed sealed and delivered by:

(Name of Underlying Investor)

(Capacity of Underlying Investor e.g. trustee of ABC trust)

in the presence of:

Signature of witness

Signature of authorised signatory

Name of witness (print)

Name of authorised signatory

This witness observed the signatory sign the document in real time over Webex, Zoom, Microsoft Teams or other audio visual link, in accordance with section 12(2) of the Electronic Transactions Act (Victoria) 2000 (Vic).

[Strikethrough if not applicable]

Execution page – Underlying Investor (Individuals)

Executed as a deed poll.

Date: _____

Signed sealed and delivered by:

(Name of Underlying Investor)

(Capacity of Underlying Investor e.g. trustee of ABC trust)

in the presence of:

Signature of witness

Signature of investor

Name of witness (print)

This witness observed the signatory sign the document in real time over Webex, Zoom, Microsoft Teams or other audio visual link, in accordance with section 12(2) of the Electronic Transactions Act (Victoria) 2000 (Vic).

[Strikethrough if not applicable]

(Name of Underlying Investor)

(Capacity of Underlying Investor e.g. trustee of ABC trust)

in the presence of:

Signature of witness

Signature of investor

Name of witness (print)

This witness observed the signatory sign the document in real time over Webex, Zoom, Microsoft Teams or other audio visual link, in accordance with section 12(2) of the Electronic Transactions Act (Victoria) 2000 (Vic).

[Strikethrough if not applicable]

Execution page – Underlying Investor (Australian entities signing under power of attorney*)**Executed as a deed poll.**

Date: _____**Signed sealed and delivered** for:_____
(Name of Underlying Investor)_____
(Capacity of Underlying Investor e.g. trustee of ABC trust)by its attorney/s under power of attorney in the
presence of:_____
Signature of witness_____
Signature of attorney_____
Name of witness (print)_____
Name of attorney (print)

This witness observed the signatory sign the document in real time over Webex, Zoom, Microsoft Teams or other audio visual link, in accordance with section 12(2) of the Electronic Transactions Act (Victoria) 2000 (Vic).

[Strikethrough if not applicable]

Signature of witness_____
Signature of attorney_____
Name of witness (print)_____
Name of attorney (print)

This witness observed the signatory sign the document in real time over Webex, Zoom, Microsoft Teams or other audio visual link, in accordance with section 12(2) of the Electronic Transactions Act (Victoria) 2000 (Vic).

[Strikethrough if not applicable]

** A certified copy of the power of attorney must be attached. By signing, the attorneys are verifying that at the time of signing they have not received notification of revocation of that power.*