
Coolabah Investment Funds

Other Material Information

Investment Management by Coolabah Capital Investments (Retail) Pty Limited

This is the Other Material Information for the:

- Coolabah Short Term Income PIE Fund
- Coolabah Floating-Rate High Yield PIE Fund
- Coolabah Long-Short Credit PIE Fund
- Coolabah Active Composite Bond PIE Fund

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Issued by FundRock NZ Limited



Introduction	4
Other information on the Fund	4
Investing through administration and custodial services	4
Other information on the parties involved	5
Manager	5
Investment Manager	5
Supervisor	5
Custodian	5
Administration Manager	6
Other	6
Manager and Supervisor's Indemnity	6
Material Contracts	6
Disclosure of Interests	7
Coolabah Capital Investments (Retail) Pty Limited	7
Investments in the Fund by related parties	Error! Bookmark not defined.
Management of conflicts of interest	8
Explanation of Key Terms	8
Making an application	8
Issue price	8
Charges	9
Buy/sell spreads	9
Annual fund charges	9
Manager's termination fees	10
Other charges	10
Supervisor's other fees	10
Initial service fee	10
Variation to fees	10
Additional Explanation of Performance Fees	10
Distributions	12
Amendments to the Governing Document	12
Altering your investment	13
Redemption of units	13
Minimum redemption amount	13
Redemption price	13

Deferral of redemptions	14
Suspension of redemptions	14
Tax on redemptions.....	14
Right to sell units.....	15
Fund structure.....	15
Termination of a Fund	15
Taxation	15
Portfolio Investment Entity.....	15
Foreign residents.....	16
Withholding tax.....	16
General	16
Other Risks.....	17
How risks can affect an investment.....	18
Insolvency or winding up	19
More information about market index.....	19
No guarantee	19

Introduction

This is an important document in relation to your investment in the Coolabah Investment Funds (“Scheme”) and should be read together with the Product Disclosure Statement (“PDS”), the Statement of Investment Policy and Objectives (“SIPO”) and other documents held on the register at www.companiesoffice.govt.nz/disclose (“Disclose Register”). If you are a retail investor you must be given a copy of the PDS before we can accept your application for Units.

This Other Material Information Document (“Document”) has been prepared to meet the requirements of section 57(1)(b)(ii) of the Financial Markets Conduct Act 2013 (“FMC Act”) and clause 52 of Schedule 4 of the Financial Markets Conduct Regulations 2014 (“FMC Regulations”). All legislation referred to in this Document can be viewed at www.legislation.govt.nz.

In this Document, “you” or “your” refers to a person or entity that invests in any of the funds within the Scheme, whether directly or through a wrap platform or similar administration and custodial service. If you hold Units through a wrap platform or similar administration and custodial service, please note page 4 “Investing through administration and custodial services” (e.g. wrap platforms) section. “We”, “us”, “our” or “FundRock” refers to FundRock NZ Limited as the manager of the Scheme. When we use the word “current” or “currently” in relation to any legislation, regulation, policy, information, activity or practice, we refer to these at the date of this document. Any legislation, regulation, policy, information, activity or practice may be reviewed or changed without us notifying you.

Capitalised terms have the same meaning as in the Master Trust Deed for the Establishment of Managed Investment Schemes (including the relevant Scheme and Fund Establishment Deeds for the Coolabah Investment Funds (“Governing Document”), unless they are otherwise defined in this Document.

Other information on the Fund

This document relates to the offer of Units in the following funds (“Funds”):

- Coolabah Short Term Income PIE Fund
- Coolabah Floating-Rate High Yield PIE Fund
- Coolabah Long-Short Credit PIE Fund
- Coolabah Active Composite Bond PIE Fund

The Funds are constituted within a managed investment scheme called the “Coolabah Investment Funds”, registered scheme number SCH13148. The Scheme is governed by the Trust Deed dated 1 December 2016, a Scheme Establishment Deed dated 25 August 2021 and Fund Establishment Deeds dated 25 August 2021 and 16 August 2023 (together the “Governing Documents” for the Scheme). The Funds are invested in accordance with the SIPO for the Scheme. You can get an electronic copy of the Governing Documents and SIPO from the scheme register on the Disclose website www.companiesoffice.govt.nz/disclose.

Investing through administration and custodial services

The Funds are offered through certain administration and custodial services. These include “wrap platforms”. When you invest through an administration and custodial service you do not hold Units in the Funds directly. Instead, your Units are held in the name of a custodial entity for the wrap platform on your behalf. This means many of the legal rights attaching to those Units are held by that custodial entity rather than by you, and so your ability to exercise those rights is subject to the terms and conditions agreed between you and the provider of the service. You are encouraged to familiarise yourself with those terms and conditions as set out in service provider’s marketing and legal documentation.

Other information on the parties involved

Manager

FundRock is a fund management company specialising in establishing and managing New Zealand-domiciled funds. With a deep understanding of New Zealand's investment management industry, FundRock works with both local and global investment managers to enable investors to access these specialist managers' investment expertise within funds and solutions that have been tailored for New Zealand's tax and legislative environment.

FundRock was granted a licence to act as the manager of a registered scheme under the FMC Act by the Financial Markets Authority ("FMA") on 25 August 2015. The licence is subject to us maintaining the same or better standard of capability, governance and compliance as was the case when the FMA assessed our licence application. The licence is subject to the normal conditions imposed under the FMC Act and the FMC Regulations, and the standard conditions imposed by the FMA.

The names and contact details for directors and information on the shareholders of FundRock are available at www.companiesoffice.govt.nz/companies. This information may change from time to time without notice to you.

Investment Manager

Coolabah Capital Investments (Retail) Pty Limited ("Coolabah" or "Investment Manager") has been appointed as investment manager of the Funds. Further information on Coolabah, may be found at www.coolabahcapital.com.

Coolabah is responsible for investing the assets of the Funds in compliance with the Scheme's SIPO.

Supervisor

The supervisor of the Scheme is Public Trust ("Supervisor"). Public Trust is independent of us.

Public Trust is a statutory corporation and Crown entity established and constituted in New Zealand on 1 March 2002 under the Public Trust Act 2001.

The Supervisor is responsible for supervision of FundRock and the Scheme, including:

- acting on behalf of the Funds' investors in relation to FundRock and any contravention of FundRock's issuer obligations;
- supervising the performance by FundRock of its functions and the financial position of FundRock and the Scheme; and
- holding the Funds' assets or ensuring that the assets are held in accordance with applicable legislative requirements.

The Supervisor was granted a licence under section 16(1) of the Financial Markets Supervisors Act 2011 to act as a supervisor in respect of managed funds.

Custodians

Adminis NZ Limited ("Adminis") is the Custodian of the assets for the following funds:

- Coolabah Short Term Income PIE Fund
- Coolabah Long-Short Credit PIE Fund

BNP Paribas Fund Services Australasia Pty Limited ("BNP") is the Custodian of the assets for the following funds:

- Coolabah Floating-Rate High Yield PIE Fund
- Coolabah Active Composite Bond PIE Fund

As required by the FMC Act, the Custodians are independent of us.

Administration Manager

FundRock has appointed Adminis as the administration manager for the following funds:

- Coolabah Short Term Income PIE Fund
- Coolabah Long-Short Credit PIE Fund

FundRock has appointed Apex Investment Administration (NZ) Limited (“Apex NZ”) as the administration manager for the following funds:

- Coolabah Floating-Rate High Yield PIE Fund
- Coolabah Active Composite Bond PIE Fund

Key roles undertaken by the administration managers include:

- Registry services;
- Unit pricing; and
- Fund accounting.

Other

Other key parties currently employed by FundRock are:

Party	Role
KPMG	Auditor
DLA Piper New Zealand	Legal adviser
Deloitte	Tax adviser

Manager and Supervisor's Indemnity

Both we and the Supervisor are entitled to be indemnified out of the relevant Fund. The indemnity covers any personal liability (including Portfolio Investment Entity (“PIE”) tax) incurred by or on behalf of a Fund, or any action taken or omitted in connection with the affairs of a Fund (other than in respect of our or the Supervisor's negligence, wilful default or wilful breach of trust). It also covers the costs of any litigation or other proceedings in which such liability has been determined (including legal fees and disbursements). The indemnity ranks in priority to the claims of investors. It is subject to the limits on permitted indemnities under the FMC Act including that the indemnity is only available where we and the Supervisor have properly performed our duties under the FMC Act.

We and the Supervisor, in incurring any debts, liabilities or obligations or in taking or omitting any other action for or in connection with the affairs of the Funds, are each deemed to be acting for and on behalf of the Funds and not in our own respective capacities.

Neither the Supervisor nor we, (except as otherwise expressly provided in the Governing Documents) are under any personal liability, nor may resort be had to our private property, for the satisfaction of any obligation of a Fund.

Material Contracts

The following material contracts are in place in relation to the Funds:

- On 1 December 2016, we and Public Trust entered into a Master Trust Deed for the Establishment of Managed Investment Schemes. The Deed appointed the Supervisor as supervisor, and the Manager as manager of any schemes established under the Deed.
- On 25 August 2021, we and Public Trust entered into the Scheme Establishment Deed for the Coolabah Investment Funds, which established the Scheme.

- On 25 August 2021, we and Public Trust entered into Fund Establishment Deeds for the Coolabah Short Term Income PIE Fund and the Coolabah Long-Short Credit PIE Fund, which established these Funds under the Scheme.
- On 16 August 2023, we and Public Trust entered into Fund Establishment Deeds for the Coolabah Floating-Rate High Yield PIE Fund and the Coolabah Active Composite Bond PIE Fund, which established these Funds under the Scheme.
- On 1 December 2016, we entered into a Supervisor Reporting Agreement with the Supervisor that sets out the arrangements between us and the Supervisor in relation to certain operational matters. The Supervisor Reporting Agreement specifies the reporting and information to be provided by us to the Supervisor, the requirements for operating bank accounts and record-keeping. Nothing in the Supervisor Reporting Agreement limits or alters the powers of the Supervisor or our duties under the Governing Documents and applicable law. On 15 September 2021, the Supervisor and FundRock updated the current Supervisor Reporting Agreement to include the Coolabah Short Term Income PIE Fund and the Coolabah Long-Short Credit PIE Fund. On 5 September 2023 the Supervisor Reporting Agreement was updated to include the Coolabah Floating-Rate High Yield PIE Fund and the Coolabah Active Composite Bond PIE Fund.
- On 18 December 2019, we and Adminis entered into an Administration Agreement under which FundRock delegated certain administrative functions in relation to certain funds to Adminis, including registry, fund accounting and unit pricing. On 15 October 2021 Adminis and FundRock updated the current agreements to include the Coolabah Short Term Income PIE Fund and the Coolabah Long-Short Credit PIE Fund.
- On 18 December 2019, we and Apex NZ entered into an Administration Agreement under which FundRock delegated certain administrative functions in relation to certain funds to Apex NZ, including registry, fund accounting and unit pricing. On 6 September 2023 Apex and FundRock updated the current agreements to include the Coolabah Floating-Rate High Yield PIE Fund and the Coolabah Active Composite Bond PIE Fund.
- On 28 October 2021, we entered into an Investment Management Agreement with Coolabah. Under the agreement, Coolabah is responsible for investment of assets of the Fund under normal market terms.
- On 28 October 2021, we and Coolabah entered into a Fund Hosting Agreement formalising the framework within which FundRock is engaged by Coolabah to establish and manage the Scheme. Under this agreement, FundRock is responsible for issuing, administering, and managing the Scheme, with Coolabah being appointed as the Investment Manager and distributor of the Funds. The agreement covers broadly the investment management, administration, distribution, branding, advertising and the preparation of offer documents as relevant to the Scheme and the Funds.

Disclosure of Interests

Circumstances where potential or actual conflicts of interest may arise in relation to the Funds and our policies on managing such conflicts are discussed below.

Apex Investment Administration (NZ) Limited

Both we, and the registry manager and administration manager for the Coolabah Floating-Rate High Yield PIE Fund and the Coolabah Active Composite Bond PIE Fund, Apex NZ, are ultimately owned by Apex Group Limited. This common ownership may influence us to agree commercial terms with Apex NZ that are more favourable to Apex NZ than would otherwise be the case. If that happened, it would benefit the interests of Apex NZ at the expense of the interests of investors. We manage this potential conflict of interest by certifying to the Supervisor that the arrangement with Apex NZ is on arms' length commercial terms and by complying with our Conflicts of Interest Policy in respect of our relationship with Apex NZ.

Investment in the Funds by related parties

Parties related to the Funds, including the staff of Coolabah and their families, and the staff of FundRock and their families, may from time to time invest in the Funds.

Underlying Coolabah Funds

Coolabah's association with the other Coolabah funds could influence it to invest the assets of the Funds into other Coolabah funds instead of into direct assets or investment funds managed by third parties. If the investment into the other Coolabah funds is not on arms' length terms or if investment into direct assets or third party funds were a more efficient way of achieving the Funds' investment strategy, investors in the Funds could be adversely affected. All Funds are potentially affected. Any decision to invest the assets of the Funds into other Coolabah funds will be a related party transaction for which the procedure set out below under the 'Management of conflicts of interest' section would apply.

Management of conflicts of interest

The FMC Act imposes statutory controls on related party transactions and conflicts of interest:

- A related party transaction in respect of a Fund may only be done if the details are notified to the Supervisor and we: 1) certify the transaction (or series of transactions) is "permitted" on the basis that the transaction is on arm's length terms, or 2) we obtain the Supervisor's consent on the basis that it is in the best interests of investors, or contingent on Special Resolution approval by investors.
- As manager of the Funds, we are subject to various statutory duties in the performance of our duties as manager, including the requirement to act honestly and in the best interests of investors.
- Where we contract out our functions to other parties, such as the investment management of the Funds to Coolabah, we must ensure the persons to whom we contract those functions perform them to the same standard and subject to the same duties and restrictions as if we were performing them ourselves. These include the statutory duties referred to above. We must also monitor the performance of that function.
- Coolabah, as Investment Manager of the Funds, must comply with a professional standard of care i.e. in exercising any powers, or performing any duties as investment manager, it must exercise the care, diligence, and skill that a prudent person engaged in the profession of investment management would exercise in the same circumstances.

We have built these statutory controls into our internal compliance processes and procedures. We have a Conflicts of Interest and Related Party Transactions Policy and Procedure which extends the statutory duties imposed on us to our staff members.

This policy defines what a conflict of interest is and provides for reporting and disclosure of conflicts of interest to the Board, Manager and Directors.

Explanation of Key Terms

The information below is a summary of the key provisions of the Governing Documents. For a detailed description of the Funds and Scheme's governing terms, please refer to the Governing Documents held on the scheme register at www.companiesoffice.govt.nz/disclose (Disclose Register). If there is any conflict between information in this Document and the terms of the Governing Documents then the terms of the Governing Documents prevail.

Making an application

The application process is described in the PDS.

Issue price

If we accept your application, you will be issued Units in the Fund of your choosing at the Issue Price. The Issue Price is the Net Asset Value per Unit in the Fund, plus an amount per Unit calculated to reflect the cost of acquiring investments following the issue of Units ("buy spread") and other administrative costs relating to the sale or issue of Units. For the current buy spreads for the Funds

see www.fundrock.com/fundrock-new-zealand/frnz-documents-and-reporting. The Issue Price of a Unit is generally determined on each Business Day (“Valuation Time”).

The value of the assets held by the Scheme and the Net Asset Value of the Funds will be determined in accordance with the Scheme’s Governing Document and on a consistently applied basis.

If an application is received and accepted prior to the cut-off time of the relevant Fund on a business day, the Issue Price application to your application will be the Issue Price determined as at the end of the Valuation Time (unless we determine otherwise at our discretion). If your application is received and accepted at or after the applicable cut-off time on a business day, the applicable Issue Price will be the Issue Price determined as at the end of the following Valuation Time (unless we determine otherwise at our discretion).

The cut-off time for the receipt of applications and cleared funds for the Funds is currently 2pm New Zealand time.

The Funds may invest into underlying funds located outside New Zealand (typically in Australia). In some circumstances (e.g., where there is a public holiday in the jurisdiction of the underlying fund/s or security) it may not be possible to determine the Issue Price of a unit for a Fund because there is no valuation data available for the underlying fund/s or security. In these cases, the Issue Price may be determined on the next Business Day on which valuation data is available for the underlying fund/s or security. Alternatively, with the permission of the Supervisor, the Issue Price may be determined by applying an index movement to the previous day’s price.

If a payment is dishonoured or reversed, no Units will be issued in respect of that payment or any Units issued based on that payment will be cancelled.

Charges

Buy/sell spreads

The Issue Price may include a buy spread that provides for the cost of acquiring investments in the relevant Fund. The Redemption Price may include a sell spread that provides for the cost of realising investments in the relevant Fund.

For the most up to date buy/sell spreads see www.fundrock.com/fundrock-new-zealand/frnz-documents-and-reporting.

We review the buy/sell spreads from time to time. Buy/sell spreads are indicative only and may apply to each investment/redemption and be a cost to you.

Annual fund charges

The Funds’ estimated annual fund charges (“Annual Fund Charges”), which include management fees, are outlined in the PDS for the Scheme. The Annual Fund Charges include fees and costs charged by us, the Supervisor, custodian, administration manager, Investment Manager, registrar and auditor. It may also include professional fees (for example for legal and tax advice) and index license costs. These charges may be directly charged to a Fund or recovered by us from a Fund.

The GST treatment of each of these components varies. For example, GST is charged at 15% on the audit fee and custody fees are an exempt supply for the purposes of GST. The percentages of these fee components within the Annual Fund Charges vary, and may change in the future, which is why GST has been estimated in the PDS.

The Annual Fund Charges are calculated daily and paid monthly in arrears. We may waive or decrease the Annual Fund Charges without notice. Subject to any maximum amount in the PDS we may increase the management fee or, provided that any such fee is permitted, we may charge a new or additional fee not currently being charged by giving you at least three months’ notice.

The Annual Fund Charges above include any investment management fees deducted within an underlying fund or paid to an underlying investment manager.

Manager's termination fees

If a Fund terminates, we may charge the relevant Fund a fee and recover costs and disbursements from the Fund for matters relating to termination. You may ask us how much that fee was following termination. Further information on termination fees recoverable by the Manager or Supervisor are contained in the Governing Documents.

Other expenses

The Funds may incur other trading costs or extraordinary expenses. These other expenses do not form part of the Annual Fund Charges. Some of these expenses may be paid to us or the administration manager. There is no limit on these expenses, which will be shown in the Funds' financial statements.

Supervisor's other fees

The Supervisor may charge additional fees to the Funds for special services (e.g., on wind up of a Fund).

Initial service fee

While we have no current intention to do so, we may charge an initial service fee determined by us on the issue of any Unit. Any initial service fee, if it were to be charged, would be in addition to any buy spread.

Variation to fees

We may, in our absolute discretion, rebate the buy and sell spread and/or fund charges (which includes management fees) by agreement with an investor or a group of investors.

Additional Explanation of Performance Fees

Coolabah Short Term Income PIE Fund

A performance-based fee ("Performance Fee") is payable to the Investment Manager where the investment performance of the Fund exceeds the Hurdle Rate of Return. The Hurdle Rate of Return for the Fund is the performance of the Bloomberg AusBond Bank Bill Index hedged to New Zealand dollars plus 1.89% p.a (this includes a margin of 1.20% and annual fund fees of 0.69%). The Performance Fee is 22.50% of the Fund's gross performance that is above the Hurdle Rate of Return. The performance fee is calculated daily, on a gross return basis using the beginning NAV of the Fund over the relevant period, and paid semi-annually in arrears from the Fund and calculated. No Performance Fee is payable until any accrued Fund losses from prior periods have been made up (this feature is sometimes referred to as a high-water mark).

It is not possible to estimate the actual Performance Fee payable in any given period, as we cannot forecast what the performance of the Fund will be.

Performance Fee example

The example below is provided for illustrative purposes only and does not represent any actual or prospective performance of the Fund. We do not provide any assurance that the Fund will achieve the performance used in the example and you should not rely on this example in determining whether to invest in the Fund.

The example uses annualised percentage calculations over the Performance Fee period. The actual Performance Fee will be payable monthly.

Assumptions:

- The return of the AusBond Bank Bill Index hedged to New Zealand dollars from the start of the Performance Fee period to the end of the Performance Fee period is 1.00%;
- the Hurdle Rate of Return is 2.89% (1.00% index return + 1.89%);
- the Fund's 'investment return' for the Performance Fee period is 3.50%;
- the Fund's 'investment return' for the Performance Fee period is assumed to accrue evenly over the course of the Performance Fee period; and
- there are no accrued Fund losses from the previous Performance Fee period to be carried forward.

On the basis of the above assumptions and if you had an investment in the Fund of \$50,000 at the beginning of the Performance Fee period and no withdrawals were effected during the Performance Fee period, your investment would bear a Performance Fee expense of approximately \$68.63 (Based on outperformance of 0.61% (3.50%-2.89%) above Hurdle Rate of Return x performance fee 22.50% x \$50,000 investment = \$68.63) for the Performance Fee period.

Coolabah Long-Short Credit PIE Fund

A performance-based fee ("Performance Fee") is payable to the Investment Manager where the investment performance of the Fund exceeds Hurdle Rate of Return. The Hurdle Rate of Return for the Fund is the performance of the Bloomberg AusBond Bank Bill Index hedged to New Zealand dollars plus 1.00% p.a (this is annual fund fees of 1.00%). The Performance Fee is 20.50% of the Fund's gross performance that is above the Hurdle Rate of Return. The performance fee is calculated daily on a gross return basis using the beginning NAV of the Fund over the relevant period, and paid semi-annually in arrears from the Fund. No Performance Fee is payable until any accrued Fund losses from prior periods have been made up (this feature is sometimes referred to as a high-water mark).

It is not possible to estimate the actual performance fee payable in any given period, as we cannot forecast what the performance of the Fund will be.

Performance Fee example

The example below is provided for illustrative purposes only and does not represent any actual or prospective performance of the Fund. We do not provide any assurance that the Fund will achieve the performance used in the example and you should not rely on this example in determining whether to invest in the Fund.

The example uses annualised percentage calculations over the Performance Fee period. The actual Performance Fee will be payable monthly.

Assumptions:

- The return of the AusBond Bank Bill Index hedged to New Zealand dollars from the start of the Performance Fee period to the end of the Performance Fee period is 1.00%;
- the Hurdle Rate of Return is 2.00% (1.00% index return plus 1.00%);
- the Fund's 'investment return' for the Performance Fee period is 3.50%;
- the Fund's 'investment return' for the Performance Fee period is assumed to accrue evenly over the course of the Performance Fee period; and
- there are no accrued Fund losses from the previous Performance Fee period to be carried forward.

On the basis of the above assumptions and if you had an investment in the Fund of \$50,000 at the beginning of the Performance Fee period and no withdrawals were effected during the Performance Fee period, your investment would bear a Performance Fee expense of approximately \$153.75 (Based on outperformance of 1.50% (3.50%-2.00%) above Hurdle Rate of Return x performance fee 20.50% x \$50,000 investment = \$153.75) for the Performance Fee period.

Active Composite Bond PIE Fund

A performance-based fee ("Performance Fee") is payable to the Investment Manager where the investment performance of the Fund exceeds Hurdle Rate of Return. The Hurdle Rate of Return for

the Fund is the performance of the Bloomberg AusBond Composite 0+ Yr Index hedged to New Zealand dollars plus 0.40% p.a (this is annual fund fees of 0.40%). The Performance Fee is 20.50% of the Fund's gross performance that is above the Hurdle Rate of Return. The performance fee is calculated daily on a gross return basis using the beginning NAV of the Fund over the relevant period, and paid semi-annually in arrears from the Fund. No Performance Fee is payable until any accrued Fund losses from prior periods have been made up (this feature is sometimes referred to as a high-water mark).

It is not possible to estimate the actual performance fee payable in any given period, as we cannot forecast what the performance of the Fund will be.

Performance Fee example

The example below is provided for illustrative purposes only and does not represent any actual or prospective performance of the Fund. We do not provide any assurance that the Fund will achieve the performance used in the example and you should not rely on this example in determining whether to invest in the Fund.

The example uses annualised percentage calculations over the Performance Fee period. The actual Performance Fee will be payable monthly.

Assumptions:

- The return of the AusBond Composite 0+ Yr Index hedged to New Zealand dollars from the start of the Performance Fee period to the end of the Performance Fee period is 1.00%;
- the Hurdle Rate of Return is 1.40% (1.00% index return plus 0.40%);
- the Fund's 'investment return' for the Performance Fee period is 3.50%;
- the Fund's 'investment return' for the Performance Fee period is assumed to accrue evenly over the course of the Performance Fee period; and
- there are no accrued Fund losses from the previous Performance Fee period to be carried forward.

On the basis of the above assumptions and if you had an investment in the Fund of \$50,000 at the beginning of the Performance Fee period and no withdrawals were effected during the Performance Fee period, your investment would bear a Performance Fee expense of approximately \$215.25 (Based on outperformance of 2.10% (3.50%-1.40%) above Hurdle Rate of Return x performance fee 20.50% x \$50,000 investment = \$215.25) for the Performance Fee period.

Please note that the 'investment return' specified in these examples:

- *is only an example to assist investors to understand the effect of the Performance Fee expense on the investment return of the specified fund; and*
- *is not a forecast of the expected investment return for the specified fund.*

Distributions

We expect to make quarterly distributions for the Funds in respect of the periods ending on the last Business Day in March, June, September and December. We expect to pay distributions within 30 days of the period end. You can elect for your distributions to be paid to your nominated bank account, or reinvested in the Funds. If you do not make a distribution election the default option is reinvestment.

Amendments to the Governing Documents

We can agree with the Supervisor to change the Governing Documents in certain circumstances, without consulting you. This ability is, however, subject to certain protections (for your benefit) as set out in the Governing Documents and relevant law.

Altering your investment

We may alter or introduce minimum application amounts, holding amounts, transfer amounts and redemption amounts for any Fund at any time. We may allow applications, holdings, transfers and redemptions for less than those minimums at our discretion.

We may decrease or waive the management fee for the Funds at any time without notice.

We can change the SIPO. Before making changes to the SIPO, we will consider if the changes are in your best interests and consult with the Supervisor. We will give notice of changes to investors in the Funds prior to effecting any material changes.

Payment of redemption requests may be suspended or deferred. Details of when this may occur are under the "Redemption of units" section.

We may resolve to wind up any Fund. In that case, all assets of the Fund will be realised and the Fund wound up (as explained under the "Insolvency or winding up" section).

If your holding in any Fund falls below the minimum holding amount fixed by us from time to time or if we determine that an adjustment for PIE tax would reduce your holding to below that minimum holding amount, we may redeem your entire holding and pay the net proceeds into your nominated bank account. We will give you at least one month's notice of our intention to do this.

The current minimum holding amount in any Fund fixed by us is \$1,000 worth of Units.

We may take all steps necessary to ensure each Fund remains eligible to be a PIE. This includes our ability to compulsorily redeem some or all of your Units and pay the net proceeds to your nominated bank account.

Redemption of units

Minimum redemption amount

If a Redemption Request would cause your holding in any Fund to fall below the minimum holding amount (as determined by us from time to time) we may treat the Redemption Request as a request to redeem all your Units in the Fund.

If your holding falls below the minimum holding amount or to a level where an adjustment for PIE tax would leave your holding below the minimum holding amount, we may redeem all of your Units and pay the proceeds to your nominated bank account.

Redemption price

When you redeem all or part of your investment from a Fund, we will redeem your investment at the unit price for the relevant Fund, adjusted for the applicable sell spread for that Fund.

If a redemption is received and accepted prior to the cut-off time of the relevant Fund on a business day, the Redemption Price applicable to your redemption will be the Redemption Price determined as at the end of the Valuation Time (unless we determine otherwise at our discretion). If your redemption request is received and accepted at or after the applicable cut-off time on a business day, the applicable Redemption Price will be the Redemption Price determined as at the end of the following Valuation Time (unless we determine otherwise at our discretion).

The cut-off time for the receipt of Redemption Requests for a Fund is currently 2pm New Zealand time.

The Funds may invest into underlying funds located outside New Zealand (i.e., Australia). In some circumstances (e.g., where there is a public holiday in the jurisdiction of the underlying fund) it may not be possible to determine the Redemption Price of a unit for the Fund because there is no

valuation data available for the underlying fund. In these cases, the Redemption Price may be determined on the next Business Day on which valuation data is available for the underlying fund. If an investor's Redemption Request is in a format approved by the Manager, payment will normally be made within five business days of our receiving a Redemption Request from you.

Deferral of redemptions

Fund redemptions may be deferred if:

- we receive one or more Redemption Requests, within 60 Business Days, that total more than 10% of Fund Units on issue, and
- we consider deferral to be in the general interests of all Fund investors.

We must notify the Supervisor of our intention to defer redemptions as soon as reasonably practicable.

If redemptions are deferred, in accordance with the Trust Deed, then those units that have been subject to the redemption deferral may be repurchased or redeemed by instalments at the Valuation Times for a period determined by us or in total at the end of a period determined by us. In either case, the Redemption Price is to be calculated at the Valuation Time or Valuation Times on which units are repurchased or redeemed.

Suspension of redemptions

We may suspend redemptions where we in good faith form the opinion that it is not practicable, or would be materially prejudicial to the interests of a Fund's investors for the Supervisor to realise assets or borrow to permit Unit redemptions.

Particular reasons for suspension mentioned in the Trust Deed are:

- a decision to wind up a Fund;
- financial, political or economic conditions applying in respect of any financial market or other markets in which Authorised Investments may be sold;
- the threat to a Fund's eligibility for PIE status;
- the nature of any asset or investment;
- the suspension of redemptions in an underlying fund into which a Fund invests; and
- the occurrence or existence of any other circumstance or event.

If redemptions are suspended, we must give notice to all investors who have made a Redemption Request. If the suspension is for a period of more than two weeks, we must give notice to all investors in the Fund.

The suspension will continue until:

- we give notice that the suspension is concluded; or
- the expiry of any period stated in the Establishment Deed; or
- six months after the date of the notice; or
- such other date as may be approved by a Special Resolution of investors.

A Redemption Request may not be suspended for a period exceeding six months after its receipt (or such other date as is approved by Special Resolution of investors).

When Redemption Requests are suspended, in accordance with the Trust Deed, the Redemption Price payable to investors will be calculated on the last Business Day of the period of the suspension.

Tax on redemptions

Where Units are redeemed, the tax liability on income allocated to you up to the redemption date will need to be satisfied either by us cancelling Units or by deduction from any distributions. Generally this will occur by cancellation of Units on redemption.

Right to sell units

You may sell and transfer all or any of your Units, (either to an existing investor or another person) by completing a Transfer Request Form, to be signed by the transferor and transferee. The transfer becomes effective when it is entered in the Register.

We may decline to register any transfer in our absolute discretion and without giving any reasons. Without limiting this discretion, we may decline a transfer due to:

- non-compliance with any law or the provisions of the Establishment Deed; or
- the transfer resulting in the transferee or the transferor holding less than the minimum holding or more than the maximum holding; or
- the transfer resulting in the Fund becoming ineligible as a PIE or threatening such eligibility.

No transfer of any Units can be registered unless any sums owed in respect of those Units (including any applicable PIE tax, or other duties or any commissions, fees and charges in respect of the transfer of the Units) have been paid.

Fund structure

The Coolabah Investment Funds consists of four funds, the Coolabah Short Term Income PIE Fund, Coolabah Floating-Rate High Yield PIE Fund, Coolabah Long-Short Credit PIE Fund, Coolabah Active Composite Bond PIE Fund. Each Fund is a separate and distinct trust.

The assets of the Funds are segregated and distinct. This means that the assets of one Fund cannot be used to satisfy the liabilities of the other Fund.

Termination of a Fund

A Fund will terminate on the first of the following:

- the date of termination (if any) notified in writing by us and the Supervisor to each investor of the Fund which will be at least three months after the date of the notice;
- 80 years less two days from the date of the Governing Document; or
- the date on which investors determine to terminate the Fund by Special Resolution.

Taxation

This section briefly summarises the taxation regime as it currently applies to the Funds. It is intended as a general guide only. There may be changes to the taxation legislation and tax rates in the future which may impact each investor differently. Investors should always seek independent professional taxation advice for their individual circumstances.

Portfolio Investment Entity

The Funds have each elected to be a PIE.

Gains derived from the Funds will be taxed on an accruals basis. The method of calculation of taxable income may change without notice.

Under the PIE regime, a Funds will allocate its taxable income to investors and, where applicable, pay tax on allocated income on behalf of investors for an investor with a prescribed investor rate ("PIR") of greater than zero. A Fund will undertake any necessary adjustments to an investor's interests in the Fund to reflect that the Fund pay tax at varying rates on behalf of investors.

Investors will not pay tax on distributions (if any) paid to investors from the Funds.

Foreign residents

The Coolabah Short Term Income PIE Fund and the Coolabah Long-Short Credit PIE Fund have elected to be foreign investment zero-rate PIEs. Zero-rate PIEs invest most of their funds in non-New Zealand based investments, with only minimum levels of funds in New Zealand. A zero-rate PIE applies 0% PIR to eligible foreign residents who have sufficiently completed and provided to us a notified foreign investor form (available on request).

The Coolabah Floating-Rate High Yield PIE Fund and the Coolabah Active Composite Bond PIE Fund have elected to be foreign investment variable-rate PIEs. For eligible foreign residents who have sufficiently completed and provided to us a notified foreign investor ('NFI') form (available on request), the PIE will calculate and pay tax based on the prescribed investor rates in relation to income attributed to the NFIs, as follows:

All non-New Zealand sourced income, fully imputed dividends paid by a New Zealand resident company ¹ and income sourced from New Zealand financial arrangements (excluding interest covered below).	0%
New Zealand sourced interest income derived under a financial arrangement.	1.44%
New Zealand dividend income, to the extent it is unimputed, is taxed based on whether the investor is resident in a country with which New Zealand hold a double tax agreement ('DTA') that reduces non-resident withholding tax to a rate less than 30%	15% (DTA); 30% (no DTA)
Any other New Zealand sourced income (if any)	28%

Once every year the Funds must check each NFI meets the eligibility requirements under the Income Tax Act and that their information details remain unchanged.

To determine whether you are a resident of a country with which New Zealand maintains a double tax agreement with, refer to www.taxpolicy.ird.govt.nz/tax-treaties

Withholding tax

The Funds may invest through Australian unit trusts. The Australian unit trusts may have foreign withholding tax deducted from income that they receive. However, withholding tax on income received by the Australian unit trusts is not recognised under New Zealand tax law and therefore cannot be utilised against any PIE tax liability related to investments in the Funds.

General

Investors must advise FundRock of their PIR and IRD number when applying to invest in the Funds and if their PIR changes at any time. If a New Zealand resident investor has not provided their IRD number to FundRock, after 6 weeks, FundRock will close the investor's account and return any funds to them.

If an investor does not provide their PIR to FundRock they will automatically be taxed at the maximum default rate of 28%.

If you are a New Zealand tax resident individual and the rate applied to your PIE income is lower than your correct PIR, you will be required to pay any tax shortfall, as part of the income tax year-end process. If the rate applied to your PIE income is higher than the correct PIR any tax over-withheld will be used to reduce any income tax liability you may have for the tax year and any remaining amount will be refunded to you.

Investors that are New Zealand tax resident trusts may elect a rate of 0%, 17.5%, 28% and in limited circumstances, 10.5%. Unless a 28% rate is applied, PIE income and credits must be included in a trust's income tax return, with a credit claimed for any PIE tax paid.

¹ Other than a dividend in relation to which a supplementary dividend is paid, in which case a prescribed investor rate of 15% should apply to the dividends.

Other non-individual New Zealand resident investors with a PIR of 0% must include PIE income and credits in their own income tax returns.

The Commissioner of Inland Revenue can require FundRock to disregard a PIR notified by an investor if the Commissioner considers the rate to be incorrect. The rate specified by the Commissioner would then apply to that investor's attributed income.

Taxable income is attributed annually to 31 March, or at any time an investor withdraws all or part of their investment from a Fund.

If there is a tax loss or there are excess tax credits allocated to an investor for a period, these will generally be available to investors with a PIR other than 0% in the form of a rebate. The Fund will either re-invest this rebate by purchasing Units in the Fund on an investor's behalf in respect of annual attributions as at 31 March or include it in the net proceeds payable to that investor or applied on their behalf as a result of a full withdrawal. For trusts that have chosen a PIR other than 28%, and New Zealand resident investors with a 0% PIR, the tax loss or excess credits may be available for offset in that investor's tax return against other income, with any excess available to carry forward.

Neither the Supervisor, Manager, Investment Manager nor any other person guarantees or provides undertakings in relation to the return of capital invested in a Fund by an investor, the payment of any return on capital, or provision of any distribution or payment of any money in relation to a Fund, or the performance of a Fund.

Other Risks

The PDS describes the key risks associated with investments in the Funds. Further information is provided below. Different investments have different types of risks. We recommend that you seek professional advice before investing in the Funds to understand what risks are associated with this investment, especially in relation to your circumstances.

Fund risk: These are risks specific to the Funds. These risks include that the Funds could terminate; the fees and expenses of the Funds could change; FundRock may be replaced as Manager; the Coolabah Capital investment team may change; or that investing in the Funds may lead to a different result than investing in the market directly. FundRock aims to keep fund risk to a minimum by monitoring the Funds and the investments of the Funds at all times and acting in investors' best interests.

Key person risk: This is the risk that key individuals are no longer able to fulfil their obligations in respect of the investment or administration of the Fund. FundRock aims to ensure that all staff are highly qualified and capable of mitigating individual key personnel risk. FundRock will ensure that it has sufficient resources to enable the Funds to continue unaffected should any member of the team be unable to fulfil their obligations.

Regulatory risk: This is the risk that domestic or international laws or regulations are changed adversely or that regulatory supervision of transactions and reporting is performed by managers and their custodians at less than an appropriate standard. Regulatory risk is managed by FundRock by regularly and closely reviewing changes in the law and seeking expert legal advice where necessary.

Performance fee risk: The risk of portfolio managers and analysts taking higher risk as a result of their remuneration being tied to portfolio performance. The Investment Manager's staff are required to comply with company policies and compliance and risk management frameworks. Furthermore, it is the Investment Manager's policy that key staff are required to invest in any fund(s) managed by the Investment Manager and are equity stakeholders in the business.

Administration risk: This is the risk that instructions in relation to your investments in the Funds have not been accurately relayed or processed or that fraudulent instructions are acted upon. FundRock, the Investment Manager, and the administration manager will follow reasonable electronic instructions in good faith. Whilst we cannot always detect fraudulent instructions we will apply best endeavours to mitigate this risk.

Investment risk: The underlying investments of the Funds may fall in value. The Investment Manager aims to reduce investment risk with careful analysis of the underlying investment prior to investing. FundRock holds regular meetings with investment managers to ensure that the underlying investments and investment process remains consistent with the investment objectives of the Funds.

Country market risk: Economic, technological, political or legal conditions and market sentiment can lead to volatility in the value of investments and the overall level of liquidity in the market. To the extent possible, the Investment Manager aims to reduce this risk by continuously engaging in research and analysis to form a view of the market.

Counterparty risk: The risk of loss resulting from the insolvency or bankruptcy of a counterparty used by the Investment Manager to execute trades. The Investment Manager aims to keep this risk to a minimum by only selecting counterparties that it considers appropriate for the Funds and by regularly monitoring the counterparties.

Concentration risk: When investments in the underlying funds are concentrated in a smaller number of securities than the broader market index, the unit price of the Funds may be more volatile than the return of the Benchmark.

Additional information on leverage risk: The underlying funds can take long and short positions, use repurchase agreements, borrow and use derivatives and this can mean the underlying fund is geared (or leveraged). Leverage can amplify gains and also amplify losses. The following example illustrates the way in which gearing can affect investment gains and losses in comparison to a fund that is not geared.

Example	Geared	Ungeared
Initial investment	\$4,000	\$4,000
Fund gearing level	60.00%	0.00%
Amount borrowed by Fund	\$6,000	\$0
Amount invested in market	\$10,000	\$4,000
If the value of the Fund's assets rises by 2.0%		
Rise in value of Fund's assets	\$200	\$80
Value of Fund assets	\$10,200	\$4,080
Outstanding loan	\$6,000	\$0
Value of investment	\$4,200	\$4,080
Gain on investment	\$200	\$80
Return %	5.0%	2.0%
If the value of the Fund's assets falls by 2.0%		
Fall in value of Fund's assets	-\$200	-\$80
Value of Fund assets	\$9,800	\$3,920
Outstanding loan	\$6,000	\$0
Value of investment	\$3,800	\$3,920
Loss on investment	-\$200	-\$80
Return %	-5.0%	-2.0%

How risks can affect an investment

The actual or perceived existence of risk may manifest itself in uncertainty, which in turn increases volatility of investment returns. When the collective sentiment of the market is positive, prices rise; when it is negative, prices fall. If specific risks eventuate a total loss of capital may occur. Each investment will be affected by a different combination of risks.

Because of these risks, it is foreseeable that an investor may receive back less than the capital invested by the investor into the Funds. However, the investor will not be required to pay more money than the amount the investor invested in the Funds (with the exception of any PIE tax liability that may be incurred).

Insolvency or winding up

You will not be liable to pay money to any person as a result of the insolvency or winding up of the Funds (except as described below).

You will be liable to meet any tax liability attributable to you which exceeds the value of your investment in the Funds (in which case you indemnify the Supervisor for the difference between the value of the Units and the tax liability). A custodian that holds legal title to Units on behalf of underlying investors and elects to be a proxy for PIE investors will, under the terms of the application form attached to the PDS, be asked to indemnify us and the Supervisor for any losses, liabilities, costs or expenses arising from any breach (in relation to underlying investors that such custodian is responsible for) of the investor interest size requirements under section HM 15 or the investor membership requirements under section HM 14 of the Income Tax Act 2007, including the losses, liabilities, costs or expenses arising from the Funds losing PIE status.

On insolvency or winding up of a Fund, the assets of the Fund are first applied to meet the claims of any creditors of the Fund (whether preferred, secured or unsecured), which includes the Supervisor's and Manager's claims for fees and expenses. Following this, the remainder of the assets of the Fund will be distributed to investors in proportion to the number of Units held.

At the date of this document there are no other claims on the assets of the Scheme that rank ahead of or equally with the claims of investors. In certain circumstances, you may receive assets other than cash (e.g. securities in another investment held by the Fund) as part of a wind up.

More information about market index

The returns of the Funds are measured against the market index described in the SIPO. More information about this market index can be found at www.bloomberg.com.

No guarantee

Neither the Supervisor, Manager, Investment Manager nor any other person guarantees or provides undertakings in relation to the return of capital invested in the Funds by an investor, the payment of any return on capital, or provision of any distribution or payment of any money in relation to the Funds, or the performance of the Funds.