



WALKER CAPITAL

Walker Capital Fixed Income Fund

Product Disclosure Statement

Walker Capital Fixed Income Fund ARSN 653 791 916
Primary Securities Ltd ABN 96 089 812 635
Australian Financial Services Licence No 224107

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IMPORTANT NOTE:

THIS PDS

This Product Disclosure Statement (PDS) is dated 9 September 2022 and replaces the PDS dated 20 June 2022. This PDS is issued by Primary Securities Ltd ACN 089 812 635, AFSL 224107.

NO ADVICE

This PDS contains general information only and does not take into account your unique objectives, financial situation, or needs. You must read this PDS fully before deciding to invest and consider whether an investment in the Fund is appropriate for your situation. We encourage you to seek financial advice to assist with this decision.

INVESTMENT RISK

Investments in the Fund are not bank deposits and not covered by the government financial claims scheme. Like all investments, the Fund is subject to investment risk including the loss of, or delays in the payment of, income or capital. Some of the risks involved with an investment in the Fund are outlined in section 3.

DIRECTORY

RESPONSIBLE ENTITY & ADMINISTRATOR

Primary Securities Ltd

ACN 089 812 635

AFSL 224107

3 Shuffrey Street,

Fremantle WA 6160

website: www.primarysecurities.com.au

Email: registry@primarysecurities.com.au

INVESTMENT MANAGER AND THRESHOLD MANAGER¹

Walker Consulting (Australia) Pty Ltd

ACN 602 952 116

Corporate Authorised Representative

(CAR No. 1250196) of Walker Capital Private Wealth Pty Ltd

ACN 161 363 097,

AFSL No. 436859).

Level 57 19-29 Martin Place

Sydney NSW 2000

website: www.walkercapital.com.au

Phone: +61 2 8076 2210

CUSTODIAN

Sandhurst Trustees Limited

Level 5, 120 Harbour Esplanade

Docklands, VIC 3008

Facsimile: (03) 8414 7275

AUDITOR

LNP Audit and Assurance Pty Limited

ACN 155 188 837

Level 14, 309 Kent Street

Sydney NSW 2000

Australia

¹ The Threshold Manager is responsible for effecting the Intended Return. If the return is below the Intended Return in its discretion it can choose to pay all or some of the amount of shortfall to the Responsible Entity for the benefit of the Fund so that the Fund is effecting the Intended Return. There is no assurance or guarantee that the Threshold Manager will pay all or any of the shortfall or that investors will receive the Intended Return.

KEY FEATURES

FEATURE	SUMMARY	SECTION
The Fund	The Fund is a unit trust registered with ASIC. Primary Securities Ltd (ACN: 089 812 635), holder of Australian Financial Services Licence 224107, is the Responsible Entity and Administrator of the Fund.	<i>see also</i> Section 1
Investment Manager	Walker Consulting (Australia) Pty Ltd (ACN 602 952 116).	<i>see also</i> Section 1
Intended Return	5% <i>per annum</i> calculated on the Principal ² (Intended Return). This intended return is not assured or guaranteed.	<i>see also</i> Section 1
Investments	<p>The Fund will invest in</p> <ul style="list-style-type: none"> other funds which invest in investment grade corporate and government bonds, asset backed securities, bank bills and negotiable certificates of deposit (NCDs) issued by Australian banks (referred to as “Fixed Income Investments”), as well as inflation derivatives, interest rate derivatives, and other derivatives specifically to manage fixed income investments (referred to as “Fixed Income Investment Derivatives”) and Loans to the Investment Manager or parties related or non-related to the Investment Manager pursuant to a Facility Agreement to earn interest income. Loans can be made for the purposes of acquiring Financial Planning Businesses, and legal and accounting practices (Financial Businesses), and for trading or investments in financial products as defined by the Corporations Act offered by ASIC Licensed Providers (Financial Product Investing). (referred to as “Loans”). 	<i>see also</i> Section 1
Investment strategy	The strategy of the Fund is to generate returns from those investments.	<i>see also</i> Section 1
Benefits and Risks	Please see sections 2 and 3 of this PDS for the benefits and risks associated with investing in the Fund.	Sections 2 and 3
How to invest	Complete the Application Form available from the Investment Manager or the Responsible Entity.	<i>see also</i> Section 4
How to make payment for your investment	By electronic funds transfer.	<i>see also</i> Section 4
Processing of Applications	Applications (i.e., Units issued) will generally be processed on the Subscription Date provided the Responsible Entity receives the Application before the Designated Time. If the Application is received after the Designated Time it will be processed on the Subscription Date following the second monthly Valuation Date after the Responsible Entity receives the Application.	<i>see also</i> Section 4
Redemption	You can redeem all or part of your investment in the Fund, by providing a redemption request to the Responsible Entity in the required form. Redemption from the Fund may not be permitted in some circumstances.	<i>see also</i> Section 5

² “Principal” means any amounts paid by Unitholders of the Fund for the acquisition of units in the Fund, which have not subsequently been redeemed and includes any amount of Return of the Fund that the Responsible Entity determines each month. For the avoidance of doubt, any Units acquired by way of reinvestment of Distributions would be considered amounts paid by the Unitholders of the Fund for the acquisition of Units. “Return” means the value of the assets of the Fund above the Principal.

FEATURE	SUMMARY	SECTION
	If your redemption request is made within 6 months from the date of your investment a withdrawal fee applies. This is in addition to the buy/sell spread that is applied when calculating the withdrawal Unit price.	
Income Distributions	Distributions will be paid monthly (being declared on or before the last Business Day of the Month). Interim distributions are generally paid directly to each Unitholder's bank account within 10 Business Days after the Income Distribution Date for the Income Distribution Period. Distributions declared on the last day of each financial year being 30 June each year will generally be paid after the 10 Business Days but must be paid within 30 Business Days after the Income Distribution Date for the Income Distribution Period.	<i>see also</i> Section 6
Minimum Initial Investment	\$100,000 ³	<i>see also</i> Section 5
Minimum additional Investment	\$10,000 ⁴	<i>see also</i> Section 5
Minimum Redemption	\$10,000 ⁵	<i>see also</i> Section 6
Minimum Balance	\$100,000 ⁶	<i>see also</i> Section 5
Fees, charges and costs	There are fees, charges and costs involved in investments in the Fund.	<i>see also</i> Section 9
Unit price	After the initial application period, the Fund will have a variable Unit price. The Unit price is the Net Asset Value of the Fund (being the value of all assets of the Fund less the total value of the liabilities of the Fund) divided by the number of Units on issue in the Fund.	<i>see also</i> Section 4
Cooling Off	Investors have a 14 day cooling off period during which they may request a return of their money.	<i>see also</i> Section 12
Reporting	Audited annual financial statements will be sent out to Unitholders if requested. For further details on the monthly and annual reporting, see Section 7, Reporting.	<i>see also</i> Section 7
Disclosure Principle 1: Investment Strategy	The investment strategy of the Fund is summarised above in this table and is further disclosed later in this Section 1.	<i>see also</i> Section 1

³ subject to the discretion of the Responsible Entity

⁴ subject to the discretion of the Responsible Entity

⁵ subject to the discretion of the Responsible Entity

⁶ subject to the discretion of the Responsible Entity.

FEATURE	SUMMARY	SECTION
<p>Disclosure Principle 2: investment managers</p>	<p>The Responsible Entity has appointed Walker Consulting (Australia) Pty Ltd (ACN 602 952 116), an Australian incorporated company, as the Investment Manager and the Threshold Manager.</p> <p>Investment Manager is the investment manager who provides the investment strategy and organisational capacity and expertise for managing the investment strategy.</p> <p>In addition to the summary above in this table, for important features of this role and relationship, see Section 1 of this PDS.</p> <p>Threshold Manager is the threshold manager who aims to effect the Intended Return for the Fund. This role includes providing a credit facility to advance payments (in its sole discretion) to the Responsible Entity to assist in satisfying redemption requests if necessary.</p> <p>For important features of this role and relationship, see Section 1 of this PDS.</p>	<p><i>see also</i> Section 1</p>
<p>Disclosure Principle 3: Fund Structure</p>	<p>The Fund is a unit trust and is a registered managed investment scheme. Further disclosure is in Section 1, including a diagram at the end of Section 1.</p>	<p><i>see also</i> Section 1</p>
<p>Disclosure Principle 4: Valuation, location and custody of assets</p>	<p>Units in the Fund are valued at each Valuation Date. The Net Asset Value is determined in accordance with the Constitution and industry standards. See Section 1 for more disclosure</p> <p>The geographic spread of assets held for the Fund, the location of assets held for the fund and the custody of them are disclosed in Section 1, especially under the headings “Geographic” and “Location and Custody of Assets”.</p> <p>Sandhurst Trustees Limited will be the custodian of investments which it holds on behalf of the Fund, including financial assets which are the investments in other funds. Further information is given above in this table and in Section 1.</p>	<p><i>see also</i> Section 1</p>
<p>Disclosure Principle 5: Liquidity</p>	<p>Withdrawals are summarised above in this table and further details are in Section 5.</p> <p>Please also refer to Section 3 on Significant Risks especially under the heading “Liquidity risk”.</p>	<p><i>see also</i> Section 3</p>
<p>Disclosure Principle 6: Leverage</p>	<p>Leverage of assets in the Fund is within the investment strategy and may be used.</p> <p>Please also refer to Section 3 on Significant Risks especially under the heading “Leverage”.</p>	<p><i>see also</i> Section 3</p>
<p>Disclosure Principle 7: Derivatives</p>	<p>While the Fund invests indirectly by investing in other funds, the Investment Manager may, in its discretion, invest in derivatives and or exchange traded funds (or both) to gain an intended exposure or manage a particular risk.</p> <p>Please also refer to Section 3 on Significant Risks especially under the heading “Derivative Risk”.</p>	<p><i>see also</i> Section 3</p>

FEATURE	SUMMARY	SECTION
Disclosure Principle 8: Short Selling	Fixed Income Funds do not ordinarily engage in short selling as it is possible to sell short bonds by borrowing them but there are certain issues such as making required interest payments that makes shorting bonds more complicated than shorting stocks.	<i>see also</i> Section 3
Disclosure Principle 9: Withdrawals	The key aspects of withdrawals are in the table above (see “Withdrawal from the Fund”). Please also refer to Section 5 under the heading “Payment of withdrawal proceeds from Fund”.	<i>see also</i> Section 5
Benchmark 1: Valuation of assets	The Fund meets the valuation of assets benchmark.	
Benchmark 2: Periodic reporting ⁷	This benchmark is met for the Fund. Further details are in Section 7.	<i>see also</i> Section 7

⁷ This benchmark addresses whether we provide periodic disclosure to our investors of certain key information on an annual and monthly basis.

SECTION 1: ABOUT THE FUND

OVERVIEW

The Fund is a unit trust. In exchange for your invested money you are issued units. Certain rights (such as a right to any income and a right to vote) attach to your units. You may also have obligations in respect of your units.

RESPONSIBLE ENTITY AND ADMINISTRATOR

Primary Securities Ltd, an Australian Financial Services Licensee (AFSL: 224107, ACN: 089 812 635) is the Responsible Entity and Administrator of the Fund and, as such, is responsible to you for the operation of the Fund. However, the Responsible Entity is permitted to appoint managers and agents to perform some of the operations of the Fund. These include the management of the Fund.

All client communications relating to administration matters can be dealt with by using the contact details in the directory section of this PDS.

INVESTMENT MANAGER AND THRESHOLD MANAGER PROFILE

The Responsible Entity has appointed Walker Consulting (Australia) Pty Ltd trading as Walker Capital Australia ACN 602 952 116 Corporate Authorised Representative (CAR No. 1250196) of Walker Capital Private Wealth Pty Ltd (ACN 161 363 097, AFSL No. 436859) (**Investment Manager or Threshold Manager**) as the Investment Manager and Threshold Manager.

An Investment Management Agreement and a Threshold Management Agreement has been entered into. They provide for termination of the Investment Manager and Threshold Manager in a number of circumstances including insolvency, breach of an obligation, representation, warranty or undertaking under the agreement or if the Responsible Entity or the Investment Manager or the Threshold Manager is required to terminate to comply with relevant law. There are no penalty pay outs in the event the Investment Management Agreement and Threshold Management Agreement is terminated.

The Threshold Manager makes available the Intended Return Moneys, the Redemption Facility and the Capital Facility to the Responsible Entity under the Threshold Management Agreement, by which the Threshold Manager may make certain payments to the Responsible Entity.

Under the Threshold Management Agreement, the Threshold Manager at its sole discretion, may choose in its absolute discretion to pay all or some of the amount of shortfall to the Responsible Entity so that the Fund is achieving the Intended Return each financial year (or more often).

If the Fund underperforms and the Return is below the Intended Return, the Threshold Manager may at its discretion pay all or some of the amount of shortfall to the Responsible Entity so that the Fund is achieving the Intended Return.

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

All documentation and information about the Fund can be obtained by contacting the Responsible Entity or the Investment Manager using the contact details detailed in the directory section of this PDS.

CUSTODIAN

Assets of the Fund will be held in the name of Sandhurst Trustees Limited (**Sandhurst**) as custodian.

Sandhurst is a wholly owned subsidiary of Bendigo and Adelaide Bank. Sandhurst are a highly regarded financial services provider and part of Bendigo and Adelaide Bank's wealth management arm. Sandhurst was established in 1888 and has evolved from a traditional trustee company to a modern full-service wealth manager offering managed funds, superannuation, commercial loans, access to funeral bonds and the provision of corporate trustee and custodial services.

The Responsible Entity has appointed Sandhurst under a custodian agreement. Sandhurst's role is to hold the assets in its name and act on the directions of the Responsible Entity to effect cash and investment transactions.

Sandhurst has no supervisory role in relation to the operation of the Fund and has no liability or responsibility to any Unitholder for any act done or omission made in accordance with the custodian agreement.

Sandhurst's role as custodian is limited to holding the assets of the Fund.

OTHER KEY SERVICE PROVIDERS

Other key service providers include LNP Audit & Assurance, the auditors of the Fund.

All key service providers of the Fund are appointed on arm's length commercial terms. Service providers are largely based in Australia.

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

There are risks of holding assets through third party service providers such as brokers. These risks are outlined in the Section 3 of the PDS "Counterparty risks".

For information on fees and costs associated with an investment in the Fund, please refer to "Fees and other costs" later in this PDS.

INVESTMENT STRATEGY

The focus of the Fund is making:

- Fixed Income Investments being indirect investments by investing in other funds;
- Fixed Income Investment Derivatives being indirect investments by investing in other funds; and
- A Facility to provide loans to the Investment Manager and companies related and non-related to the Investment Manager to earn interest income.

INVESTMENTS

Investments will comprise mainly:

- Indirect investments, by investing in other funds which invest in investment grade corporate and government bonds, asset backed securities, bank bills and negotiable certificates of deposit (NCDs) issued by Australian banks (referred to as “**Fixed Income Investments**”), as well as inflation derivatives, interest rate derivatives, and other derivatives specifically to manage fixed income investments (referred to as “**Fixed Income Investment Derivatives**”)
- A Facility to provide loans to the Investment Manager and parties related and non-related to the Investment Manager (referred to as “**Loans**”). Refer to “**LOANS**” below.

Fixed Income Investment Derivatives (exchange traded) in other funds may be used for purposes including the following:

- managing investment risk and volatility of a security or market;
- managing actual and anticipated interest rate risk and credit exposure;
- managing currency risk and adjusting currency exposure;
- achieving asset exposures without buying or selling the underlying securities;
- creating short exposure to a security or market where permitted;
- generating additional income;
- adding to the gearing levels of the Fund’s portfolio;
- managing tax outcomes for the Fund;
- managing strategic and tactical asset allocation strategies;
- taking advantage of price differences (known as arbitrage);
- seek out the best opportunities irrespective of geography across rates, credit and inflation markets. As a result, the investment universe is a function of return versus probability of default and risk. Consequently, the investment universe is statistically based due to the filters that are used and will be dynamic and based on changes in the investment environment. The aim is to hedge any foreign currency exposure back to the Australian dollar.

LOANS

The Responsible Entity on behalf of the Fund will make loans to the Investment Manager or parties related or non-related to the Investment Manager under the Facility Agreement. Loans can be made for the purposes of acquiring Financial Businesses and Financial Product Investing.

The Facility Agreement is entered into between the Responsible Entity as responsible entity of the Fund (as Lender), the Custodian (as Custodian), the Investment Manager (as Borrower) and Walker Capital Financial Planning Pty Ltd ACN 651 814 292 or any other related company to the Investment Manager, referred to as Walker Capital Company, (as the Guarantor) depending on the purpose of the Loan.

Under the Facility Agreement, the Borrower may receive Loans in aggregate totaling up to 50% of the NAV for the time being.

At the time of each Loan, the Loan will not exceed 80% of the purchase price of the equity or client book that is being acquired by Walker Capital Financial Planning Pty Ltd for Financial Planning Business or by Walker Capital Company for other Financial Businesses being acquired, a subsidiary of the Borrower. The Loan may be increased to 100% of the purchase price 12 months after any acquisition.

Each acquisition will be the subject of a separate Loan and the Loan term of the loan will be dependent on the Financial Businesses being acquired. It will be up to 10 years for financial planning businesses and 5 years for legal and accounting practices, and Financial Product Investing. The Loans will be repayable by monthly principal and interest payments over the Loan term. This will ensure that the amount outstanding under each Loan will decrease and in effect decrease the lending ratio percentage. Fixed interest rate for each Loan will be not less than 2% above the Intended Return for the Fund at the relevant time.

Loans under the Facility are secured by:

- the Borrower, Walker Consulting (Australia) Pty Ltd entering into a General Security Deed over all assets of the company and registered under the PPSA.
- Walker Capital Financial Planning Pty Ltd or Walker Capital Company guaranteeing the Loans under the Facility Agreement.
- the Guarantor, Walker Capital Financial Planning Pty Ltd or by Walker Capital Company entering into a General Security Deed over all assets of the company and registered under the PPSA.
- the Borrower appointing under a power of attorney the Custodian and Lender to do anything the Borrower is required to do under the Agreement or to give affect to any Security on default.
- both the Borrower and the Guarantor enter into the Facility Agreement which covers each of the Loans.

The Loans must be approved by Responsible Entity in accordance with lending guidelines and security checks requiring appropriate due diligence to be conducted.

INVESTMENT COMMITTEE

The investment committee will decide on the allocation of funds as among indirect investments i.e which funds to invest in and proposed Loans. Loans to the Investment Manager or companies related to the Investment Manager must be approved by the Responsible Entity in its absolute discretion.

The investment committee comprises the following persons:

Michael Walker

Michael leads the Investment Committee.

Michael has completed the following course qualifications, Financial Education Professionals - Diploma of Financial Services which satisfies compliance at tier 1 level to provide personal advice in Securities, Derivatives, Superannuation and Foreign Exchange, AFMA Responsible Managers Program and advance diploma of management.

Michael as the principal of Walker Consulting (Australia) Pty Ltd trading as Walker Capital Australia (Walker Capital), was established in 2014. Walker Capital is an accredited and recognised as a corporate member of the Institute of Managed Account Professionals (IMAP). At Walker Capital, our investment philosophy is founded on time-tested money management strategies that captures market opportunities while managing the risks during volatile market cycles.

Walker Capital has been a corporate authorised representatives of a few Australian Financial Services Licensee (AFSL) holders. Walker Capital is a full service boutique wealth management service company and during that time Michael has gained experience in providing personal and general advice and dealing in relation to the following financial products: exchange traded derivatives and contracts for difference, foreign exchange currencies, interests in managed investment schemes and Managed Discretionary Account (MDA) services, securities and superannuation to retail and wholesale clients.

Michael and his investment team have developed various strategies based on financial research and actual time in the markets trading various financial products and have offered this as part of the MDA services and as investment manager of MIS. Michael has in-depth experience in trading using technical and fundamental analysis. Michael is responsible for the strategic design and establishment of the Walker Capital Fixed Income Fund.

Michael will spend approximately 70% of the time in the management of the Walker Capital Fixed Income Fund.

Peter Bellomo

Peter is an Independent Member of the Investment Committee.

Peter has completed the following course qualifications, LaTrobe University – bachelor of economics, University of New England – Diploma Company Director and Kaplan professional tier 1 generic knowledge and Responsible Manager Program.

Peter over the last 18 years has occupied the positions of, chief compliance and risk officer, contracted Responsible Manager and principal, for a few Australian Financial Services Licensee (AFSL) holders and also listed ASX company.

Peter has a strong corporate governance, risk and compliance background, in the following financial products being basic deposit products, fixed income products, derivatives, foreign exchange contracts, MDA services, interests in managed investment schemes and securities to retail and wholesale clients.

Peter has experience overseeing the management of, and developing and reviewing corporate governance, risk and compliance reporting processes to ensure compliant advice and dealing services are provided by authorised representatives. Peter has been acting as an independent reviewer and evaluation body to ensure that compliance issues/concerns within the organisation are being appropriately evaluated, investigated and resolved.

Peter will spend approximately 50% of the time in the management of the Walker Capital Fixed Income Fund.

Sanjesh Narayan

Sanjesh is an Independent Member of the Investment Committee.

Sanjesh has completed the following course qualifications, Management Institute of Australia - advanced diploma in business management and marketing and National Finance Institute – diploma in mortgage brokering.

Sanjesh over the last 18 years has occupied the position of Director, Credit Manager, senior relationship manager at St George Bank, bank of Melbourne, Westpac and a boutique property and financial services company servicing small and medium sized enterprises.

Sanjesh has a broad experience within banking in credit and risk analysis with a strong background in corporate lending and compliance.

Sanjesh has demonstrated sound credit analysis and flexible decision making in consideration of business lending facilities for business banking clients. Preparation and submission of funding papers to credit providers for various financing including trade, equipment, business / commercial lending and professional loans.

Sanjesh will spend approximately 50% of the time in the management of the Walker Capital Fixed Income Fund

ALLOCATION OF FUNDS

- There is no fixed allocation of funds as among indirect allocation to other funds or as among the many types of potential investment exposures.
- Potential investors should be aware of the benefits and risks arising from not having pre-fixed allocation amounts and schedules of review and rebalancing. The Fund gives an opportunity for indirectly accessing a diverse range of investment exposures and strategies which will be dynamically managed, so it is inappropriate to pre-fix allocations as among them.
- The Responsible Entity has appointed the Investment Manager to advise, monitor and manage the

allocations, subject to any controls imposed by the Responsible Entity from time to time.

- The following tables gives a broad indication of possible (i.e., non-binding) ranges for the broad categories of investments likely to be held for this Fund over time. It is important to be aware that these are not fixed parameters and so actual investments

at any time, and over time during different market conditions, will differ from the general indication below, but the maximum allocations must be adhered to.

Investment Type	Minimum % Allocation	Maximum % Allocation
fixed income investments	0%	100%
Cash	0%	100%
Loans	0%	50%

DIVERSIFICATION AND POSITION LIMITS

The fixed income investment portfolio will typically contain 250 to 300 positions by indirect investments by investing in other funds.

The portfolio will typically contain Fixed Income Investment Derivative positions, for the purposes explained on the previous page. The weighted average credit rating of the bond portfolio will be no lower than BBB-. Fixed Income Investment Derivatives are not taken into consideration in the weighted average credit rating of the bond portfolio as these derivatives may reference sub-investment grade issuers.

The Asset allocations of Net Asset Value of the **fixed income investment** portfolio are:

Fixed income investment asset types	Targeted Allocation	Min to Max% Allocation
Australian corporate bonds and Australian Fixed Income Investment Derivatives	40 - 50%	0% -100%
Australian government bonds	0 - 5%	0%-10%
Global government, corporate bond and Fixed Income Investment Derivatives	45 -60 %	0%-100%

FOR WHAT TYPE OF INVESTOR IS THE FUND SUITABLE?

Refer to the Target Market Determination available on the website of both the Responsible Entity and the Investment Manager.

This investment is most likely to be appropriate for an investor:

- seeking capital preservation and income distribution to hedge inflation with the accompanying financial risk
- using it as a core component, satellite component or potentially as a standalone solution within a portfolio;
- who has a short to long term investment timeframe;
- and a medium or potentially a high risk/return profile who does not need access to capital for at least 6 months and
- investors wanting an investment that is not correlated with share markets.

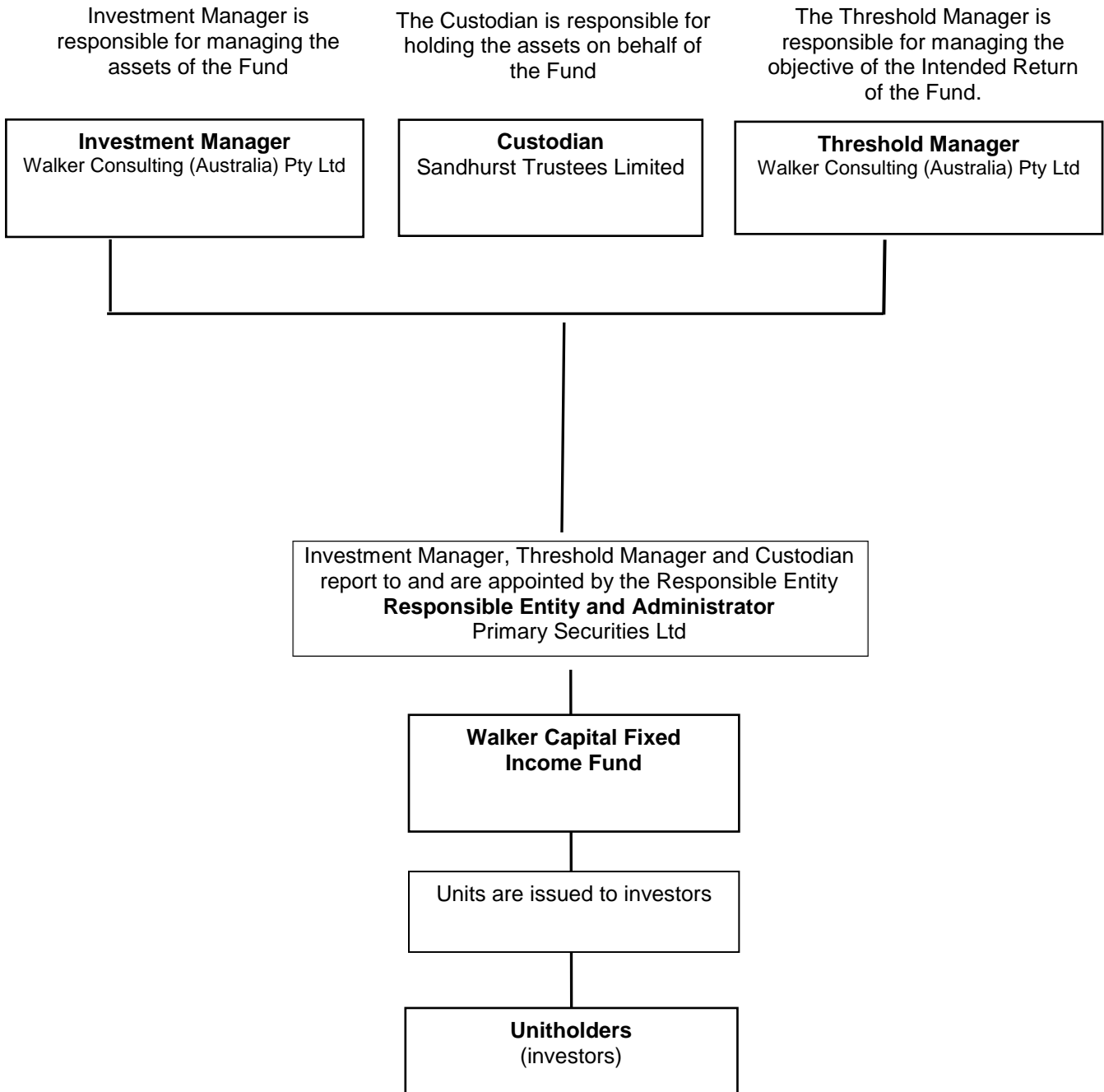
LOCATION AND CUSTODY OF ASSETS

Loans will be to companies located in Australia. Otherwise, below is a table summarising the Funds' proposed assets, location of assets and custody arrangements.

Assets	Location of Assets	Custodian
Indirect investments by investing in other funds investing in: Commonwealth Government Bonds, Semi-Government Bonds, inflation derivatives, interest rate derivatives, bank bills and Negotiable Certificates of Deposit (NCDs) issued by Australian banks and Fixed Income Investment Derivatives	Australia, North America, UK/EMEA, Asia Pacific (other funds managed by Investment Manager which are domiciled in Australia)	Sandhurst Trustee Limited

THE STRUCTURE OF THE FUND

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



SECTION 2: BENEFITS OF THE FUND

The Funds' key benefits include the following:

- an investment strategy mainly targeting fixed income financial products which are not ordinarily available for direct investment by retail investors;
- the investment strategy targets consistent annual returns over the longer term;
- Unitholders have indirect access to a range of fixed income investments;
- the Threshold Manager may in its absolute discretion pay all or some of the amount required to make up any shortfall of the Intended Return; and
- the Threshold Manager may in its absolute discretion make advances to provide liquidity to the Responsible Entity to pay investors' redemptions within the timeframes as set out in this PDS (such advances to be repaid).

SECTION 3: SIGNIFICANT RISKS

All investments are subject to risks which could result in investments not performing as expected, and the loss of income or capital to investors. Please give consideration to the following risk factors and the other information contained in this PDS. Please be aware the following risk factors are not an exhaustive list and do not take your personal circumstances into account.

NO GUARANTEE OF RETURNS

The Units to be issued pursuant to this PDS carry no guarantee with respect to the payment of Distributions or the return of capital. Accordingly, you risk losing some or all of your investment in the Fund. You should consult your professional advisers before deciding whether to apply for Units pursuant to this PDS.

DEFAULT AND CREDIT RISK

The return of capital or any performance including the Intended Return are not guaranteed.

The Fund could lose money if the issuer or guarantor of a fixed income security, or the counterparty to a derivative, repurchase agreement or a loan, is unable, to make timely principal and/or interest payments, or to otherwise honour its obligations.

In the event of default, the value of asset backed investments may not match the amount lent and there may be a capital loss. Enforcing a default may involve costs which can erode Returns.

The strength of asset backed securities is often dependent on legal documentation such as mortgages and caveats and are subject to legal complexity.

RELATED PARTY LOAN RISK

There is a risk that the interests of the Investment Manager or a related party may influence the decision-making of its directors to the detriment of the interests of members of the Fund as a whole when the Fund is considering whether to enter into a transaction with the Investment Manager or a related party.

There is a risk that the principal or interest of a Loan under the Facility Agreement will not be repaid.

SERVICE PROVIDER RISK

There is a risk that service providers such as brokers or the custodian may not meet their contractual obligations or terminate their services for the Fund. This may lead to a disruption to the activities of the Fund while the Responsible Entity replaces the service provider.

LEGAL, REGULATORY AND TAX RISK

Legal, regulatory and tax changes could occur during the term of the Fund, which may adversely affect the Fund and its underlying investments.

The value or tax treatment of an investment, whether in Australia or in some other jurisdiction, or the effectiveness of the Fund's trading or investment strategy may be adversely affected by changes in government (including taxation and withholding) policies, regulations and laws, or changes in generally accepted accounting policies or valuation methods.

LIQUIDITY RISK

There is no established secondary market in which to sell your Units. This lack of investment liquidity could have an adverse impact on a Unitholder's ability to realise their investment. While there is redemption procedure, there is a risk that redemptions are not able to be met.

There is a risk that the Investment Manager will have difficulty in realising assets necessary to Fund withdrawals in a timely manner. The funds invested in may suffer from a lack of liquidity. This may result in a delay in paying redemption proceeds.

COUNTERPARTY RISK

There is a risk that third parties default on financial obligations to the Fund or a fund invested in, resulting in losses because the Fund or fund invested in might still be required to fulfil its contractual obligations which were to have been offset by the contract with the party defaulting.

LEVERAGE

The Investment Manager may wish to borrow to enable the Fund to achieve a higher rate of return. Accordingly, the Responsible Entity may pledge any of the Fund's assets. The Fund may also leverage its investment return with Fixed Interest Investment derivatives. Leverage can magnify both the gains and losses and Unitholders may experience increased volatility in the value of their investments, particularly if borrowings are substantial.

WORKED EXAMPLE OF IMPACT OF LEVERAGE ON INVESTMENT RETURNS AND LOSSES

The following table provides examples of two different scenarios of the Fund's performance and their theoretical outcome if the Fund was at its maximum gross market exposure (2.5x) with no protection. At the Fund's maximum gross market exposure, this means that for every \$1 of the Fund's Net Asset Value, the Fund is leveraged \$2.50. Note that this example does not take into account leverage or trading costs. The examples use an investment of \$50,000 and the maximum anticipated and allowed leverage of 2.5x:

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

DIVERSIFICATION

The Investment Manager intends to seek to diversify the Fund's investments as it deems appropriate and consistent with the Fund's investment objective. There is a risk of portfolio concentration including fund, industry, security type, security geography and single loan or group exposure, any of which could exacerbate losses.

DERIVATIVE RISK

A derivative is a financial instrument which has pricing and other characteristics derived from an underlying asset such as asset backed securities inflation derivatives, interest rate derivatives, bank bills and negotiable certificates of deposit issued by Australian banks and other derivatives specific to achieve fixed income investments (Fixed Income Investment Derivatives).

Fixed Income Investment Derivatives may be used by investment managers to protect against changes in market value of existing investments, to simulate an investment position without purchasing or selling the underlying asset, to partially or substantially manage against various risks such as credit and interest rate risks or to gear an investment or a portfolio.

The use of derivatives attracts a higher level of risk than other investment classes. The risks include the failure of the value of Fixed Interest Investment derivatives to move in line with the underlying asset, a derivative position may be costly to reverse, the parties/counterparties associated with the derivative contract may not fulfil their obligations, and Fixed Interest Investment Derivatives may be impacted by market liquidity.

Since Fixed Interest Investment Derivatives are leveraged investments, potential losses and gains are multiplied in relation to movements in the price of the underlying assets. The portfolio's investment could suffer losses in excess of the amounts initially committed to the relevant Fixed Interest Investment Derivatives which could substantially reduce or even lose all of the portfolio's investments and expose the Responsible Entity to meeting further shortfalls in addition to the amount invested, potentially also exposing assets bought for other portfolios of the Fund.

While the Fund primarily invests indirectly by investing in other funds managed by other managers, the Investment Manager may, in its discretion, invest in Fixed Interest Investment Derivatives and/or exchange traded funds to gain an intended exposure or manage a particular risk.

Fixed Income Investment Derivatives may be used in the management of the Fund for purposes including the following:

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

CURRENCY RISK

Funds which the fund invests in may have exposure to investments which are denominated in currencies other than the Australian dollar. If the value of those other currencies changes in relation to the Australian dollar, there could be losses.

REINVESTMENT RISK

There is a risk that on withdrawal, the amount invested cannot be further invested at the same Intended Return.

EVENT RISK

There is a risk of the sudden occurrence of a non-market related event such as war, political turmoil or natural disaster which substantially affects prices but are not necessarily long term in effect, which also affect interest rates or the ability of borrowers to repay debt.

THRESHOLD MANAGER RISK

The Fund may be required to rely on the Threshold Manager:

- to meet the Intended Return when the Fund underperforms;
- to provide that the Net Asset Value of the Fund equals the Principal; or
- to satisfy investors' redemptions from the Fund.

The Threshold Manager may exercise its discretion not to do these things or may provide insufficient funds or may delay provision of these things, resulting in loss of income or capital to investors.

INTEREST RATE RISK

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

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

REDEMPTION RISK

The Responsible Entity is permitted to suspend redemptions in the circumstances set out in section 5. The circumstances giving rise to a suspension of redemptions may also lower the value of investments.

INVESTMENT MANAGEMENT RISK

While the PDS describes the general risk of an investment manager failing to perform its duties or an investment strategy not achieving its objectives, the Fund has a particular risk that the Investment Manager may perform poorly in assessing and managing the investment opportunities, leading to impaired returns of the Fund, reducing income to Unitholders and the value (if any) on withdrawals from the Fund.

The Fund relies heavily on the investment strategy by the Investment Manager to outperform other investment options. If the Investment Manager makes the wrong decisions, the Fund can have losses.

The Investment Manager can be wound up or liquidated, they can cease to manage the relevant Fund and be replaced, their investment methodology can change, they can poorly manage operational risks and their funds can perform poorly.

No financial sector participant can avoid these risks. The Investment Manager will exercise reasonable care and due diligence in performing its services, but does not and cannot assure that its services removes the risks arising from the investment opportunities.

If any of these events occurred in respect of any Investment Manager, the Responsible Entity would do all things reasonably practicable to seek a new investment manager, with a similar investment profile if thought appropriate or wind up the Fund.

These risks also apply in relation to managers of funds which the Fund invests in.

KEY PERSON RISK

From time to time, there may be changes to the personnel of the Investment Manager or of the Threshold Manager. Such changes may include key personnel and may have an impact on investment returns of the Fund.

INVESTMENTS IN FUNDS MANAGED BY OTHER INVESTMENT MANAGERS

Apart from Loans, the investment strategy and investment universe will comprise investments (in units) in other funds which are managed by other investment managers.

There are some risks arising from such "fund of funds" indirect investments:

- There is a risk of the investment strategies of the other funds diverging materially from the investment strategy for the Fund or, even if aligned, not being implemented in alignment with the investment strategy.

- There is a risk that the investments in the other funds will be illiquid, since they are subject to the rights, powers and discretions of the responsible entity of those other funds (not the Investment Manager) and those other funds' respective constitutions from time to time and the same underlying investments might become illiquid sufficient to trigger the rights to suspend redemptions of those investments held for the Fund.
- This risk is considered to be relatively low, since the underlying assets will be the same and the diversification within those other funds should facilitate redemptions of units in those other funds.
- There is a potential risk that the indirect investments would cause there to be higher expenses for the Fund, due to the fees, charges and costs of the other funds. The Responsible Entity also has policies and procedures with respect to conflicts of interest. The Investment Manager currently does not receive investment management fees directly from the Fund.
- There is a risk in that the Fund will be relying on the investment manager of other funds and there could be poor decisions or changes in key personnel which might have a detrimental effect in relation to performance.

COVID-19 RISK

While the COVID-19 pandemic continues, the investments of and operation of the Fund could be affected in numerous ways. For example, markets may be more volatile than usual, and the management of the Fund could be affected by self-isolation or sickness.

While the risk of COVID-19 exists, the Investment Manager has implemented additional processes to ensure continued operation of the investment strategy and management of the Fund. The Investment Manager has implemented the following steps: the ability of the staff to work remotely, remote monitoring of exposure risk occurs on a daily basis, all staff are upskilled on the roles of other staff to ensure that if one becomes incapacitated, the implementation of the investment strategy continues. The Investment Manager believes these steps, in addition to its highly automated investment process running in cloud-based software is inherently suited for a distributed team, and will help to ensure that operation and management of the Fund can continue as normal.

SECTION 4: APPLICATION PROCESS

MINIMUM INITIAL INVESTMENT

The minimum initial investment is \$100,000

HOW TO APPLY

To apply for Units in the Fund you need to:

- Complete the Application Form which is available from the Investment Manager website www.walkercapital.com.au or accompanies the PDS. The Application Form is to be completed and emailed to registry@primarysecurities.com.au.
- Complete and provide the other forms and documentation as required (including all AML/CTF identification documents) and Accountant's Certificate if you are a wholesale client.
- Send the necessary forms and documentation as required (including all AML/CTF identification documents) to the Responsible Entity.
- Pay the application moneys using your name as the Reference.

APPLICATION MONEY

Application moneys should be paid to the Responsible Entity via electronic funds transfer to the following account:

Bank: Westpac Banking Corporation

Account Name: Primary Securities Ltd ARE Walker Capital Fixed Income Fund Application

BSB: 036-048

Account No: 490373

Application moneys held before the Units are Allotted will be held by the Responsible Entity in accordance with the Corporations Act and any interest earned on the application moneys prior to Allotment (because the cost of calculating and accounting for interest for small amounts does not justify calculation) will be retained by the Responsible Entity.

ALLOTMENT

This requires receipt of cleared application moneys from you, correctly completed forms and providing required anti-money laundering information and relevant identification documentation. If you are deemed a wholesale client then you should include an Accountant's Certificate with your application.

Under the Constitution, the Responsible Entity has an absolute discretion to accept or reject any application for Units without giving a reason for the decision

The Responsible Entity may therefore decline any application in its discretion and if it does it will refund your application moneys within the time required by law.

Units are taken to be issued on the date the Responsible Entity records them in the Register. Units issued on a reinvestment are taken to be issued under an application which is deemed to have been received on the day the distribution is applied in payment for the Units.

Units issued other than in cleared funds are void if the funds are not subsequently cleared or paid.

ISSUE PRICE

When you invest in the Fund you are issued a number of Units based on the amount invested and the current Unit price.

The Unit price is calculated on a Valuation Day for the Fund. In accordance with the Responsible Entity's policy on unit pricing discretions, a valuation will not be carried out if, in the opinion of the Responsible Entity believes there are reasonable reasons for delaying it, such as the market pricing being unavailable. A copy of the policy is available free on request.

The Unit price for Units in the Fund during the initial application period for the Fund was \$1.00.

After that:

The Unit price for Units in the Fund will be calculated by:

- (i) determining the Net Asset Value for the Fund (that is, the value of all assets less liabilities other than liabilities relating to a Unitholders redemption rights) dividing the resulting amount by the number of Units in the Fund on issue; and
- (ii) adjusting by adding an amount (in the case of applications) and deducting an amount (in the case of withdrawals) to reflect any buy/sell spread (if applicable).

All Unit prices are calculated to six decimal places and reported to 4 decimal places.

Fractional Units may be issued and are calculated to six decimal places and reported to 4 decimal places.

The Responsible Entity has adopted a policy on Unit pricing discretions which documents the Unit pricing discretions that the Responsible Entity may exercise. A copy of this policy is available free on request. If the Responsible Entity exercises a Unit pricing discretion for which there is no documented policy at the time of exercise, or in a way that differs from its policy, it will prepare a document explaining the unit pricing discretion. A copy of that document will be available free on request.

MINIMUM ADDITIONAL INVESTMENT

The minimum additional investment is \$10,000.

MAKING ADDITIONAL INVESTMENTS

You can make additional investments by completing an Existing Investor Application Form which is available from the Investment Manager's website www.walkercapital.com.au or by contacting the Responsible Entity. The Existing Investor Application Form is to be completed and emailed to registry@primarysecurities.com.au.

Additional applications can be funded by electronically transferring cash, using the funding instructions and the unique client identifier provided when your initial application had been accepted or can be obtained by contacting the Responsible Entity.

Before making an additional investment, you should refer to the website for any updates to this PDS (including a supplementary or replacement PDS).

SECTION 5: REDEMPTIONS

REDEEMING ALL OR PART OF YOUR INVESTMENT

You can request a redemption of all or part of your Units from the Fund subject to the Constitution and the Corporations Act.

If your redemption request is made within 6 months from the date of investment i.e 6 month lock up period, a withdrawal fee applies. This is in addition to the buy/sell spread that is applied when calculating the redemption price.

Unless withdrawals are delayed or suspended for any reason (see below), redemptions will generally be processed (i.e., Units redeemed) on the Redemption Date, provided the Responsible Entity has received the redemption request before the Designated Time. If the Redemption Instruction is received after the Designated Time it will be processed on the Redemption Date following the second Valuation Date after the Responsible Entity receives the Redemption Instruction.

If you wish to withdraw all or part of your investment from the Fund you need to complete the Redemption Form which is available from the Investment Manager website www.walkercapital.com.au. The Redemption Form is to be completed and emailed to:

registry@primarysecurities.com.au.

Further contact details are provided in the directory section of this PDS.

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

The Threshold Manager may (in its discretion) assist to fund redemptions under the Redemption Facility in the Threshold Management Agreement, by way of making payments to the Responsible Entity, to enable the Fund to satisfy redemptions without having to defer redemptions. The facility is only made available where the Fund does not have the liquidity required to satisfy the withdrawals for any given month at the Threshold Manager's discretion. The facility is intended to bridge the time delay from receiving the receipts from realising assets (where necessary) to satisfy the monthly withdrawals.

The Responsible Entity may suspend withdrawals in certain circumstances, such as if the Responsible Entity considers it to be in the best interests of Unitholders, or if sufficient interests in the underlying investments cannot be realised or it is not reasonably practicable to determine the redemption price.

If the Fund becomes illiquid within the meaning of that term for the purposes of the Corporations Act, the Responsible Entity may make withdrawal offers but it is not obliged to do so.

The Constitution of the Fund and the Corporations Act permit deferral of redemptions in certain circumstances.

MINIMUM REDEMPTION

The minimum redemption amount is \$10,000.

PAYMENT OF REDEEMED PROCEEDS FROM FUND

The Responsible Entity will, within 21 days of the Valuation Date after receipt of a Redemption Form, redeem the number or value of Units specified in the Redemption Form by payment from the assets at the redemption price unless a redemption in full is not possible or the Responsible Entity suspends redemptions.

As per the Constitution, the Responsible Entity will, in its absolute discretion, calculate whether the whole or any amount paid as redemption proceeds represents distributable income to which the Unitholder was entitled.

Please refer to Section 7 of this PDS (Taxation) for information on the taxation implications if the Responsible Entity exercises this discretion.

REDEMPTIONS CAN BE DELAYED OR SUSPENDED

Redemption of your investment may be suspended in a number of circumstances including the following:

- where the Trust is being terminated;
- if there is insufficient money to enable the Responsible entity to redeem all of the Units the subject of the redemption request;
- upon the Responsible Entity determining at any time that it is desirable for the protection of the Fund or Unitholders;
- in any particular case to comply with Anti-Money Laundering and Counter-Terrorism Financing Act, 2006 or any other legal or administrative requirements;
- if there is a breakdown or failure in the systems, including communication failure of the Trustee or of any administrator or agent appointed by the Trustee, or a breakdown or failure of any other means of communication normally employed to determine the value of the investments by the Fund on an ongoing basis;
- if markets are disrupted or there are exceptional circumstances;
- it is, for any reason, impracticable for it to calculate prices or values including because of closure of a securities or other exchange or trading restrictions on a securities or other exchange, or because of the existence of an emergency or other similar state affairs or because of an event outside of the reasonable control of the Responsible Entity, or because of the requirements of any law;
- if there would be insufficient cash retained in the Assets after complying with a redemption request to meet other liabilities and in the Responsible Entity's opinion it is not in the interests of Unitholders for any Assets to be sold in order to satisfy a redemption request;
- if it is not able to realise the relevant Assets at an appropriate price or on adequate terms or otherwise due to one or more circumstances outside of the control of the Responsible Entity needed to satisfy the redemption requests within the time required;

- if the Responsible Entity reasonably estimates that it must sell five percent or more (by value) of all Assets to meet current unsatisfied redemption requests; or
- if there have been, or the Responsible Entity anticipates there will be, redemption requests which involve realising a significant amount of the Assets and the Responsible Entity considers that if those redemption requests are all satisfied immediately, then Unitholders who continue to hold Units may bear stamp duty or a disproportionate burden of capital gains tax or other expenses, or the meeting of those redemption requests would otherwise be to the disadvantage of existing Unitholders, including (but not limited to) a material diminution in the value of the Assets.

If the redemption requirements are altered, you will be notified in writing.

REDEMPTION FACILITY

The Threshold Manager has made available a redemption facility to the Responsible Entity under the Threshold Management Agreement to assist the Responsible Entity in satisfying redemptions from the Fund. The redemption facility is only made available if the Fund does not have the liquidity required to satisfy the redemptions for any given day and at the Threshold Manager's discretion. The facility is intended to bridge the time delay from receiving the receipts from realising assets (where necessary) to satisfy the redemptions each month.

If the Fund is not sufficiently liquid, then you will only be permitted to redeem if the Responsible Entity makes a redemption offer to all Unitholders in accordance with the Fund's Constitution and Corporations Act.

COMPULSORY REDEMPTION

Under the Constitution, the Responsible Entity may compulsorily redeem some or all of the Units of any Unitholder.

SECTION 6: DISTRIBUTIONS

INCOME DISTRIBUTIONS

Under the Constitution, Unitholders are deemed to be entitled to and must be paid their share of distributable income within 3 months of the Income Distribution Date.

The interim Income Distribution Date for this Fund is the last Business Day of each Month and such other date or dates in a financial year as may be specified by the Responsible Entity from time to time.

Distributions are generally paid directly to each Unitholder's nominated bank account (which has been provided as part of the application process or later instructed to the Responsible Entity), within 10 Business Days after the Income Distribution Date for the Income Distribution Period. Cash distributions which are not reinvested will be paid out directly to each Unitholders bank account notified in the Application Form or later amended. There may be delays if there is no nominated bank account or if there is a recent amendment to the nominated bank account details.

The income entitlement distributed is the estimate of the distributable income for the Income Distribution Period which exceeds the aggregate of any income entitlements to former Unitholders (i.e., any such amounts which the Responsible Entity in its absolute discretion calculates as the whole or any part of any amount paid as redemption proceeds representing distributable income to which the former Unitholder was entitled).

Distributions comprise your portion of any income and any realised gains or losses of the Fund. Furthermore, Unit prices fall after the end of the Income Distribution Period to reflect the distribution entitlements. The Responsible Entity recommends that you consult a financial adviser or tax adviser to determine the effect of distributions on your own tax situation.

The Responsible Entity may change the distribution times but will not do so without first notifying you. No distribution is guaranteed.

DISTRIBUTION REINVESTMENT

Unitholders may reinvest some or all of the Distributable Amount payable to them by acquiring further Units in the Fund. To reinvest you must give the Responsible Entity notice in writing at least 20 Business Days prior to the relevant distribution date.

Unitholders will still have to pay tax on a distribution, even if it is reinvested. The Buy/Sell spread also applies to reinvestments.

The Responsible Entity also reserves the right to cancel distribution reinvestments. Unitholders will be notified if this occurs.

Unless a Unitholder has requested reinvestment, distributable income will be paid to the bank account nominated by the Unitholder.

SECTION 7: REPORTING

TAX STATEMENTS

Tax statements will be sent to you within 6 months of the end of the financial year.

ADMINISTRATOR UNIT PRICE REPORTING

The Administrator will calculate the Unit pricing for the Fund once the Administrator has received the valuations from the underlying funds. The Unit pricing for the Fund as at the 30 June each year may be delayed as we may need to also calculate the final distributions if any at the 30 June each year.

The Unit pricing gives your investment value as at each Valuation Date.

MONTHLY REPORTING

The Responsible Entity will report to Unitholders monthly the following:

- Net Asset Value and price of Units; and
- net returns after fees, costs and relevant taxes.

SECTION 8: TAXATION

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

The discussion below assumes that the Fund will be an Attribution Managed Investment Trust (AMIT) and that the Unitholder is an Australian resident for tax purposes who holds their Units in the Fund directly on capital account. Non-resident Applicants should seek their own independent tax advice before investing, taking into account their particular circumstances and the provisions of any relevant double taxation agreement and/or multilateral instrument/exchange of information agreement between Australia and their country of residence for taxation purposes.

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

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

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

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

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

elections that the Responsible Entity might make for alternative timing recognition).

A Unitholder's share of the assessable tax components of the Fund for a year of income forms part of the Unitholder's assessable income of that year.

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

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

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

The amount of the tax components of the Fund which the Unitholder is required to include in their assessable income may be different to the cash distributions received by a Unitholder in respect of their Units. This is because the distributions received on the Units is determined by reference to the returns received in respect of the Fund, whereas the tax components of the Fund are determined by reference to the overall tax position of the Fund. A Unitholder may be required to make, in certain circumstances, both upward and downward adjustments to the cost or cost base of their unit holdings. This occurs where during an income year there is a difference between:

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

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

Additionally, Australian residents will generally realise a capital gain or capital loss when they redeem (or dispose of) units in the Fund.

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

If you choose not to provide us with your tax file number (TFN) or Australian business number (ABN) and don't have an exemption, we must withhold tax at the highest personal rate, plus the Medicare levy, before passing on any distribution to you.

The law is very strict on how we can use these details. If this withholding tax applies it is noted that it is merely a collection mechanism and an investor may claim a credit in their annual income tax return in respect of the tax withheld.

Unitholders should seek their own tax advice to ensure the Fund is appropriate for them.

The Responsible Entity does not provide tax advice.

SECTION 9: FEES, CHARGES AND OTHER COSTS

DID YOU KNOW?

Small differences in both investment performance and fees and costs can have a substantial impact on your long-term returns. For example, total annual fees and costs of 2% of your investment balance rather than 1% could reduce your final return by up to 20% over a 30 year period (for example, reduce it from \$100,000 to \$80,000).

You should consider whether features such as superior investment performance or the provision of better Unitholder services justify higher fees and costs. You may be able to negotiate to pay lower fees. Ask the fund or your financial adviser.

TO FIND OUT MORE

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

FEES AND COSTS

This section shows fees and other costs that you may be charged for the Fund. These fees and costs may be deducted from your money, from the returns on your investment or from the Fund assets as a whole.

All fees, charges and other costs outlined in this section are inclusive of Goods and Services Tax (GST) unless otherwise specified.

Taxes are set out in Section 8: Taxation.

Please see "Additional Explanation of Fees and Costs" after the table. You should read all the information about fees and costs because it is important to understand their impact on your investment.

TYPE OF FEE OR COST	AMOUNT	HOW AND WHEN PAID
Unitholder activity related fees and costs (fees for services or when your money moves in or out of the Fund)		
Establishment Fee The fee to open your investment.	Nil	Not Applicable
Contribution Fee The fee on the initial amount contributed to your investment.	Nil	Not Applicable
Withdrawal Fee The fee on each amount you take out of your investment.	2.2% of the redeemed proceeds	If redemption of the Units are made within 6 months from the date of investment i.e 6 month lock up period. This is in addition to the buy/sell spread that is applied when calculating the Unit price.
Termination Fee The fee to close your investment.	Nil	Not Applicable
Buy / Sell Spread The amount deducted from Unit prices to allow for costs of investment transaction to be more fairly borne by investors	0.00% / 0.15%	The buy costs are built into the Fund's entry Unit price and the sell costs are built into the exit Unit price calculated at the time of entry or exit.
Investment Switching Fee The fee for changing Strategies	Nil	Not Applicable

Management Costs: The fees and costs for managing your investment.

<p>Management Fees and Costs of any underlying fund ⁸</p> <p>The fees and costs for managing the Fund's investment in an underlying fund</p>	<p><u>Management fee</u></p> <p>0.99% per annum of the Net Asset Value of the investment.</p> <p><u>Other fees and expenses</u></p> <p>Reimbursement of ordinary direct expenses and fees such as responsible entity or trustee fees, custodial, administrative and registry expenses incurred. Reimbursement for any extraordinary expenses such as costs for convening investor meetings or defending third-party claims made against the underlying fund.</p>	<p>Deducted monthly from the Fund's investment in the underlying fund.</p> <p>Deducted from the Fund's investment in the underlying fund.</p>
<p>Performance Fees of any underlying fund</p> <p>Amounts deducted from the Fund's investment in relation to the performance of an underlying product.</p>	<p>22% of the underlying fund's outperformance above 6%.</p>	<p>Calculated and payable on a half-yearly basis.</p>
<p>Management Fees and Costs of the Fund</p> <p>The fees and costs for managing your investment in the Fund.</p>	<p><u>Other costs and fees</u></p> <p>Reimbursement of ordinary direct expenses and fees such as responsible entity, custodial, administrative and registry expenses incurred are capped at 0.55% per annum of the Principal</p> <p>Refer additional explanation of fees and costs below for further information.</p> <p><u>Threshold manager fees</u></p> <p>The return above the Intended Return after all other fees and costs are paid by the Fund.</p>	<p>Other fees and costs are calculated on the last Business Day of each Month and is payable from the Fund monthly in arrears to the Responsible Entity.</p> <p>Other fees and costs above the cap are payable by the Investment Manager.</p> <p>In the event that the Investment Manager is unable to pay the additional other fees and costs, these will be paid for by the Fund.</p> <p>Calculated on the last Business Day of each Month and payable in arrears to the Threshold Manager.</p>
<p>Performance Fee of the Fund</p> <p>The fee payable for the investment performance of a Strategy</p>	<p>Nil</p>	<p>Not Applicable</p>

⁸ Note that these figures are based on the initial underlying fund that the Fund intends to invest into. Subsequent funds may have differing fee structures and amounts. Per ASIC's moneysmart website, establishment and contribution fees are usually between 0% and 5% of the amount invested, ongoing management fees and costs are typically between 0.5% and 2.5% per year and fund managers may charge a performance fee if the investment return is better than the benchmark or target return

ADDITIONAL EXPLANATION OF FEES AND COSTS GENERAL

The Constitution of the Fund allows all properly incurred expenses to be recovered directly from the Fund. There are several kinds of expenses. Each kind of expense can be dealt with in a different way, as explained below.

When expenses are paid by the Fund, they will be deducted from the Fund's assets and so that will be reflected in the Unit price. Expenses are generally paid when incurred.

Unless otherwise stated in this PDS, all fees and costs are quoted inclusive of any Goods and Services Tax (GST).

The prescribed RITC rate is currently 55% or 75%, depending on the nature of the fee or cost incurred. Please refer to "Goods and Services Tax (GST)" in Section 8 of the PDS for more information.

Due to the impact of GST and RITC calculations, actual fees may vary slightly from those stated in this PDS.

INTERPOSED VEHICLES

The Fund invests in products indirectly by investing in underlying funds. The fees and costs of underlying funds should also be considered as part of investment decisions. Initially, the Fund intends to invest through one underlying fund. The fees and costs in relation to this fund have been included in the table above. If the fees and costs of subsequent funds differ materially and the estimates used are no longer reasonable, a supplementary PDS will be issued.

ABOUT MANAGEMENT COSTS

Management costs comprise the additional fees or costs that investors incur by investing in the Fund, rather than investing directly in the underlying Assets. These include investment management fees, threshold management fees, audit costs, legal costs, broking, administration and custody fees. Management costs do not include transactional and operational costs. The management costs should also take into account any costs of interposed vehicles which includes the management costs of the Fund investing in underlying funds unless it is specifically assumed that these costs are taken into consideration in the return received from the underlying funds.

The amounts payable to fee recipients is calculated and accrued monthly, until the amount of Return above the Intended Return is exhausted, in the following order:

- a) Management Fee. The fund does not currently have a management fee;
- b) Other costs and Fees; and
- c) Threshold Management Fee.

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

PERFORMANCE FEE

The Fund does not have a performance fee.

THRESHOLD MANAGEMENT FEE

The Threshold Manager is entitled to a Threshold Management Fee of:

- (i) any amount of the Return that is above the Intended Return; less
- (ii) all management fees; less
- (iii) other fees and costs capped at 0.55% p.a of the Principal payable to Responsible Entity for reimbursement of any costs and expenses incurred in the exercise of Responsible Entity's powers, in relation to the administration or management of the Trust in the proper performance of Responsible Entity's duties; and

not exceeding the amount which Responsible Entity is entitled to pay to the Threshold Manager under the Constitution. As per the Constitution the fee which is up to an amount equal to the Return which is above the Hurdle Return being 3% above the RBA cash rate less all management costs and all Fund expenses paid or incurred in the proper performance of Responsible Entity's duties for which the Responsible Entity is indemnified.

The Threshold Management Fee is calculated on the last Business Day of each Month and is payable monthly in arrears.

The Threshold Management Fee is charged for the provision of the threshold management services to the Fund under the Threshold Management Agreement.

OTHER COSTS AND FEES

Other costs and fees are costs incurred in managing the Fund which directly or indirectly reduce the return on a product. The Responsible Entity is entitled under the Constitution to be reimbursed out of the Fund's Assets for the fees and expenses incurred in the proper performance of its duties as the responsible entity of the Fund.

Other costs and fees include the fee charged by the Responsible Entity, Administrator, Auditor, the Custodian, Regulatory Fees and other expenses which relate directly to the Fund. The Responsible Entity will be reimbursed other costs and fees of up to 0.55% per annum, of the Principal (inclusive of GST) calculated on the last Business Day of each Month and payable from the Fund monthly in arrears.

In the case that the Investment Manager is unable to pay the other costs and fees above 0.55%, the whole sum of the fees and costs will be payable by the Fund. These fees have been listed below inclusive of GST but not taking into account any RITC that may be applicable:

Responsible Entity Fee:

- a) from the date of registration to the date of issue of the PDS a monthly fee of \$275;
- b) from the date of issue of the PDS to the date of first allotment a monthly fee of \$550;

- c) from the date of first allotment, an annual fee of whichever is the greater of:
- (i) 0.33% of Principal up to \$30m plus 0.055% of any additional Principal above \$30m; or
 - (ii) \$39,600

Administration fee:

The greater of:

- a) 0.11% of Principal p.a. up to \$30m plus 0.033% of any additional Principal above \$30m; or
- b) \$26,400

Custodian fee:

The greater of:

- a) 0.055% per annum per \$1m Principal up to \$100m plus 0.044% per \$1m over \$100m. Rate to be negotiated for Principal greater than \$250m; or
- b) \$22,000

Professional Indemnity Insurance:

A fee of \$4,500 plus GST is charged to cover the period to 30 April 2023. Subsequently, a monthly fee will be charged based on the Responsible Entity's determination of what constitutes a fair proportion of the total premium.

Financial Statements and Audit:

The Responsible Entity charges \$3,850 on preparation of financial statements for the Fund. The audit of the financial statements and compliance plan of the Fund will be charged in addition to this fee.

Registry Services Fee:

The Responsible Entity charges a Registry Services Fee of \$275 a month.

The Responsible Entity is also entitled to be reimbursed for any expenses reasonably incurred in the proper performance of its duties.

IDPS Investors may incur additional fees and costs levied by their IDPS provider.

ABNORMAL EXPENSES

Abnormal expenses such as the cost of Unitholder meetings, dealing with disputes with Unitholders, defending legal proceedings, legal costs incurred by changes in the Fund's Constitution and the costs of terminating the Fund will generally be borne by the Fund. Abnormal expenses are not generally incurred during the day-to-day operation of the Fund and might not be incurred in any year. We will seek reimbursement from the Fund in relation to these expenses if they arise.

TRANSACTION AND OPERATIONAL COSTS

Transaction and operational costs incurred in the acquisition or disposal of the assets of the Fund such as brokerage, clearing costs, custody costs, hedging costs, transaction fees, bid-offer spreads on investments, taxes and transfer duty will generally be paid for by the Fund.

The amount of transaction costs incurred when transacting to implement and to manage investment objectives is dependent on a number of different variables, including the level of trading undertaken so the transaction costs are an estimate or example of these costs. Investment Manager may also incur costs resulting from trading certain derivative products for hedging purposes. Investment Manager will also incur costs in selling investments to meet redemption requests.

A buy-sell is an adjustment to the Unit price reflecting our estimate of the transaction costs that may be incurred as a result of the purchase/sale of Assets arising from the issue/withdrawal of units.

This adjustment ensures that the existing investors do not pay costs associated with other investors acquiring/withdrawing Units from the Fund. The buy-sell spread is typically reflected in the issue/withdrawal price.

Investment Manager's estimates of the transactional and operational costs for the Fund are:

Total transactional and operational costs (% p.a. of Principal)	Recovery through buy-sell spread (% p.a. of Principal)	Net transactional and operational costs (% p.a. of Principal)	For every \$100,000 you have in the Fund you will likely incur approximately
0.15%	0.15%	0%	\$150

While the investment strategy for the Fund is new, and hence such costs are unable to be calculated based on the costs charged in the past 12 months, this information reflects the Investment Manager's reasonable estimate of the transaction and operational costs for the Fund. We have also assumed that application monies received are fully invested.

In practice, your investment balance, the Fund's volume of trading and the number and value of applications and withdrawals processed will vary from year to year, which will impact the transactional and operational costs of the Fund.

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

Transactional and operational costs for the Fund are paid out of the Assets of the Fund and are not fees paid to the Investment Manager.

RECOVERY THROUGH THE BUY-SELL SPREAD

A buy-sell spread is an adjustment to the Unit price reflecting our estimate of the transaction costs that may be incurred as a result of the purchase or sale of Assets arising from the issue or redemption of Units. The buy-sell spread aims to ensure that non-transacting investors do not pay the transactional and operational costs associated with a Unitholder entering or exiting the Fund. The buy and sell costs are not fees paid to the Responsible Entity or the Threshold Manager.

They reflect differences in the Unit prices to cover transactional and operational costs as they are incurred. The buy costs are built into the Fund's entry Unit price and the sell costs are built into the exit Unit price. The buy-sell spread will impact the return on your investment and may be considered to be an additional investment cost to transacting Unitholders.

Currently, our buy-sell spread is estimated to be 0.15% of the Unit price before applying the buy spread (that is +0.00% on the entry Unit price and -0.15% on the exit Unit price before applying the sell spread). So, if the Unit price of each Unit is \$1.00 before applying any spread, on entry we do not adjust the Issue Price, but on exit, we adjust the withdrawal price down approximately 0.15% (down 0.15 cents on this example using \$1.00).

Since the spread is reflected in the issue/withdrawal price, you will not see it reported as a transaction cost such sell spread on any report or account statement which we send you.

Our discretion in determining the buy-sell spread is carried out in accordance with documented policies – copies of which are available from us at no charge.

FEE FOR WHOLESALE INVESTORS

In accordance with the Corporations Act and the Constitution, we are permitted to negotiate fees individually with investors classed as “wholesale clients” or “sophisticated” or “professional” investors.

VARIATION OF FEES

Under the Constitution, the Responsible Entity may waive, reduce or refund any part of the fees specified in this PDS without your consent. The Constitution sets out the limits for the fees that the Responsible Entity may charge and the method of recovery, the recurrence of the recovery and the timing of the recovery of the fees. If a change in fees or costs results in an increase in fees or costs (except any changes to the buy/sell spread), then the Responsible Entity will give notice to Unitholders at least 30 days before the change takes effect.

ADVISOR FEES

Additional fees may be paid by you to your financial adviser. These are not fees, charges or costs of the Fund. You should refer to the statement of advice or other disclosure document provided by your adviser for details of those fees. We do not have in place any arrangements with any advisers to pay them any fees you may owe them.

FEES OF IDPS OPERATORS

If any fees are paid to IDPS Operators for product access, these are paid by the Investment Manager out of its investment management fee and not by the Fund or investors.

EXAMPLE OF ANNUAL FEES AND COSTS

The following table gives an example of how the fees and costs for the Fund can affect your investment over a 12 month period. You should use this table to compare this with other managed investment products.

It should be noted that the fees and costs calculated are deducted from the Return for the Fund. As disclosed in this PDS, certain fees and costs are reduced (to the benefit of investors) commensurately to aim to derive a Return of the Fund equal to the **Intended Return** i.e., a targeted **5% per annum** calculated on the Principal, so investors receive a distribution of income of the Intended Return (not higher).

If the Return for the Fund after transaction costs and indirect costs and fees of underlying funds is above the Intended Return then due to the Threshold Management agreement even though a Threshold Management fee is calculated and disclosed as fees and costs, investors will receive a distribution of income of the Intended Return (not higher). If the Return after transaction costs is below the Intended Return, then the Threshold Manager may, in its sole discretion, make payments to the benefit of the Fund to make the Return of the Fund meet the Intended Return.

EXAMPLE – Walker Capital Fixed Income Fund	\$100,000 investment made at the beginning of the year with a contribution of 10,000 during the year and no withdrawal during that year and there is no borrowing for the Fund:
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Contribution Fees	Nil	For every additional \$10,000 you invest, you will be charged \$0.
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PLUS

Management fees and costs direct and indirect.	3.50% p.a. of Principal	And , for every \$100,000 you have in the Fund you will be charged or have deducted from your investment \$3,500 each year directly by the Walker Capital Fixed Income Fund and indirectly by being incurred by the underlying funds.
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PLUS

Performance fee direct	Nil	And , you will be charged or have deducted from your investment \$0 in performance fees each year for the Walker Capital Fixed Income Fund.
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PLUS

Transaction costs	Nil	And , you will be charged or have deducted from your investment \$0 in transaction costs.
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EQUALS

Cost of investment in Units in the Fund ⁹	<p>If you had an investment of \$100,000 at the beginning of the year and you put in an additional \$10,000 during that year, you would be charged fees and costs of \$3,500 *</p> <p>What it costs you will depend on the investment option you choose and the fees you negotiate.</p>
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* Additional fees may apply:

If you leave the managed investment scheme early, you may be charged exit fees of 2.2 % of the withdrawal proceeds and a sell spread of 0.15% of the exit Unit price from the Fund (\$2,350 for every \$100,000 you withdraw).

The example also assumes that the Investment Manager pays all fees and costs above the 0.55% cap on indirect fees and costs and that no abnormal expenses are incurred and no additional service fees are incurred by you.

The Corporations Act requires that when calculating management costs in the example we must assume that the value of your investment remains at \$100,000 and the Fund's Unit price does not fluctuate. Management costs actually incurred will depend on the market value of underlying investments and the timing of your contributions (including any reinvestment of Distributions) during any 12-month period.

This example assumes the Return for the Fund is 3.5% per annum above the Intended Return before fees and costs of investments in the underlying funds. The Information Memorandum for the initial underlying fund states a target return of between 7% and 10% on average over a 3 year period therefore an anticipated return of 8.5% is deemed reasonable for the following 12 months. It is assumed that any subsequent underlying fund will achieve similar returns.

Note that these assumptions are solely used for the purposes of preparing the above fees example and prospective financial information is predictive in character, may be affected by inaccurate assumptions or by known or unknown risks and uncertainties and may differ materially from results ultimately achieved. Refer to the risks in section 3 for factors that may lead to a significant difference between this prospective financial information and actual results. Management fees and costs will vary in line with actual return.

⁹ Since the investment strategy for the Fund is new, the figure reflects Walker Capitals reasonable estimate, based on information available as at the date of this PDS and calculated on the Principal, that will apply for the current financial year (adjusted to reflect a 12-month period). Please refer to 'additional explanation of fees and costs' section for more information.

SECTION 10: DISPUTE RESOLUTIONS AND COMPLAINTS HANDLING

The Responsible Entity will deal with any Complaint in accordance with s912A(2) of the Corporations Act, including complaints from IDPS Investors.

The Responsible Entity has appointed Ms Anna Catelli as its Complaints Officer.

If you have a Complaint, please contact the Complaints Officer:

Telephone: +61 8 9430 5262

Email: complaints@primarysecurities.com.au

Post: PO BOX 732, Fremantle WA 6959

In Person: 3 Shuffrey Street, Fremantle WA 6160

A copy of the Complaints handling procedure is available on request free of charge. A summary is available on the Responsible Entity's website

www.primarysecurities.com.au/about-us/about-primary/complaints-procedure/

If after contacting the Responsible Entity regarding your Complaint and your Complaint is not resolved to your satisfaction then you may access the external dispute resolution service known as Australian Financial Complaints Authority (AFCA) which the Responsible Entity is a member.

AFCA may be contacted:

- by phone on 1300 931 678 (or whichever number is for the time being applicable);
- by email to info@afca.org.au (or whichever email address is for the time being applicable);
- by writing to GPO Box 3, Melbourne, VIC 3001 (or whichever address is for the time being applicable).

If your Complaint is still not resolved through AFCA's complaints resolution process, then the Dispute Resolution Process set out in the Constitution may be pursued before Court Proceedings can be commenced. This includes negotiation, mediation and arbitration.

ASIC has a Free call Infoline 1300 300 630 (or such other number as is being used for the time being) which the Complainant may use to make a Complaint and obtain information.

SECTION 11: MATERIAL CONTRACTS CONSTITUTION

The rights of a Unitholder are governed by the Constitution and the Corporations Act.

Upon Allotment of a Unit to a Unitholder that Unitholder becomes bound to the Constitution and a party to the Constitution.

The Constitution provides that the Assets of the Fund are held by the Responsible Entity which may authorise any person to act as its agent or delegate to hold title to any Asset, perform any act or exercise any discretion within the Responsible Entity's power, including the power to appoint in turn its own agent or delegate. The Responsible Entity has delegated holding the Assets of the Fund to the Custodian and the management of the Fund to the Investment Manager.

The Constitution includes broad powers of investment and to deal with Assets

In addition to any indemnity allowed by law, the Responsible Entity has a right of indemnity out of the Assets in respect of—

- any liability incurred by the Responsible Entity in the proper performance of its duties in respect of the Fund
- all fees payable to and costs recoverable by the Responsible Entity under the Constitution, and
- any Taxes, or liabilities for the payment of any Taxes, imposed upon the Responsible Entity in relation to the Fund.

The Responsible Entity is also indemnified out of the Assets for any liability that—

- is incurred by the Responsible Entity in relation to the proper performance of its duties, and
- either—
- is an Attribution Income Tax Liability of the Responsible Entity, or
 - results from a Unitholder making a claim against the Responsible Entity in relation to an Attribution Income Tax Liability of the Unitholder that results from an attribution by the Responsible Entity to the interests held by the Unitholder or former Unitholder.

However, the indemnity does not apply with respect to a liability to the extent that, in respect of that liability, the Responsible Entity has acted negligently, fraudulently or with willful default.

The liability of Unitholders is limited under the Constitution to their Units and the Assets of the Fund.

The Constitution may only be amended as permitted by the Corporations Act. The Responsible Entity may only amend the Constitution if the amendment does not adversely affect the rights of Unitholders. Otherwise amendments require a Special Resolution of Unitholders at a properly convened meeting.

RESPONSIBLE ENTITY SERVICES AGREEMENT

This Agreement is between Primary and Investment Manager / Threshold Manager. Under this Agreement, Primary agrees to act as responsible entity for the Fund and to issue this PDS. The Investment Manager must indemnify Primary against any loss incurred by Primary arising from any claim against Primary in relation to the Fund, except where caused by the negligence, default, breach of trust, fraud, dishonesty, misconduct reckless or unlawful act or omission of Primary, or any of its officers, employees, agents or sub-contractors (other than Investment Manager / Threshold Manager).

CUSTODIAN AGREEMENT

Primary has entered into the Custodian Agreement with Sandhurst in which it appoints Sandhurst as an independent custodian to hold the Assets of the Fund.

INVESTMENT MANAGEMENT AGREEMENT

This Agreement is between the Investment Manager and the Responsible Entity and sets out the duties and obligations of the Investment Manager to the Responsible Entity in respect of this Fund which are principally:

- Management of the Fund in accordance with the Constitution and this PDS
- assessing, monitoring and managing the allocations as among indirect investments in **fixed income investments**;
- Reviewing and monitoring the performance of the Funds investment strategies;
- Where Loans are entered into doing so in accordance with lending guidelines to be agreed with the Responsible Entity and security checks requiring appropriate due diligence to be conducted. The related body corporate guidelines require that the Responsible Entity will approve Loans to companies related to the Investment Manager.
- bearing expenses arising from managing the investment opportunities.

THRESHOLD MANAGEMENT AGREEMENT

This Agreement is between the Threshold Manager and Primary and sets out the duties and obligations of the Threshold Manager:

- to seek to obtain the Intended Return for the Fund;
- if the Return is above the Intended Return, to determine the amounts payable as fees and expenses as described in this PDS current for the relevant period and to instruct the Responsible Entity to accrue such payments monthly;
- if the Return is below the Intended Return, at its sole discretion, to make payments to the Responsible Entity to meet the Intended Return when the Fund underperforms;

- in its sole discretion, to make payments to the Responsible Entity to assist in satisfying withdrawals if necessary; and
- in its sole discretion, to make payments to the Responsible Entity at any time to ensure that the Net Asset Value of the Fund equals the Principal.

FACILITY AGREEMENT BY FUND TO BORROWER

- The Responsible Entity (as Lender) and the Custodian (as Custodian) both on behalf of the Fund will enter into a Facility Agreement with Walker Consulting (Australia) Pty Ltd (as Borrower) Walker Capital Financial Planning Pty Ltd or Walker Capital Company (as Guarantor) to lend to the Borrower up to a maximum of 50% of the Application Money on the terms of the Facility Agreement, the Constitution and the PDS;
- The Borrower will make related party Loans to Walker Capital Financial Planning Pty Ltd, being a company incorporated in Australia on 08/07/2021 or Walker Capital Company, for the purpose of purchasing up to 80% of the purchase price of the equity or client book that is being acquired.

The Loans and the Facility Agreement will be secured by a separate General Security Agreements to be entered into by both the Borrower and the Guarantor.

Each Loan (described as a Utilisation in the Facility Agreement):

- is for a period of 10 years (but may be repaid earlier) dependent on the Financial Businesses being acquired.;
- provides that the Borrower must repay the Principal Outstanding for a Loan and accrued interest in respect of that Principal Outstanding by way of scheduled monthly instalments equal to the Instalment Amount on each Repayment Date;
- interest with respect to each Loan is such rate equal to:
 - the Intended Return of the Fund, as specified in the most current issued PDS of the Fund at the date of the Loan, *plus*
 - 2.0% pa,expressed as a rate per annum.
- is subject to:
 - the approval of the Lender in its absolute discretion; and
 - availability of Application money for the Facility.
- prior to lending to the Borrower the Responsible Entity must undertake an independent review of the due diligence undertaken by the Borrower and Guarantor with respect to the proposed purchase.

GENERAL SECURITY AGREEMENT BY BORROWER

A General Security Agreement by the Borrower, which will be registered on the Personal Property Security Register (PPSR) will be entered into by Borrower, as Grantor, in favour of the Responsible Entity of the Fund, as the Secured Party.

GENERAL SECURITY AGREEMENT BY GUARANTOR

A General Security Agreement, which will be registered on the PPSR will be entered into by Guarantor, as Grantor, in favour of the Responsible Entity of the Fund, as the Secured Party.

COMPLIANCE PLAN AND COMPLIANCE COMMITTEE

The Responsible Entity has prepared a Compliance Plan for the Fund which has been lodged with ASIC. The plan sets out the measures and procedures to comply with the Constitution and the Corporations Act. The Compliance Plan is externally audited annually, and the audit report is lodged with ASIC.

As required under the Corporations Act, the Responsible Entity has appointed a compliance committee to monitor compliance with the Compliance Plan.

SECTION 12: ADDITIONAL INFORMATION

TRANSFER OF UNITS

Transfers must be made in a form approved by the Responsible Entity. The Responsible Entity may refuse to enter a transfer in the Register if, in the Responsible Entity's opinion, it is not in the interests of the Fund to do so, or if the Unitholder or transferee has not complied with any applicable laws. There is a fee of \$110 payable to the Responsible Entity for any transfer. Please contact the Responsible Entity for more information.

COOLING OFF PERIOD

Investors have a 14 day cooling off period during which they may request a return of their money. If you choose to exercise this right, you will be entitled to a refund based on the Unit price at the end of the month following the request. Accordingly, your refund will be subject to increments and decrements of the Unit price during the intervening period.

ADMINISTRATOR

The Responsible Entity provides registry and other administration services to the Fund.

AUDITOR

The Fund and the Compliance Plan are required to be audited annually.

PRIVACY

The Responsible Entity collects information about you in your Application Form for the purposes of processing your Application and to administer your investment and to report to you.

The Responsible Entity or the Investment Manager may use the information collected about you to market directly to you material and products that either believe may be of interest to you and for other reasons as set out in the Responsible Entity's privacy policy, which is available on its website. The Responsible Entity may also disclose the information to any independent share registry, to any agents, contractors or service providers including banks and professional advisers.

The Corporations Act requires the Responsible Entity to include information about you (including name, address and details of the Units you hold) in the Register. The information contained in the Register must remain there even if you cease to be an Investor.

If you do not provide the Responsible Entity with the information requested in the Application Form, your Application may not be processed.

You have a right to seek access to the information the Responsible Entity holds about you, and (in writing) to ask the Responsible Entity to correct any information which is held about you and which you believe is inaccurate, incorrect or out of date.

CONSENTS AND DISCLAIMERS

The Investment Manager / Threshold Manager has given its consent to be named in this PDS and to the inclusion of statements made by or based on statements made by or express or implied references to statements made by it being included in the PDS in the form and context in which they appear and has not, before the issue of this PDS, withdrawn its consent.

Sandhurst Trustees Limited has given and not withdrawn its consent to be named in this PDS as custodian of the Fund in the form and context in which it is named. Sandhurst Trustees Limited does not make, or purport to make, any statement in this PDS which is based on any statement by Sandhurst Trustees Limited.

To the maximum extent permitted by law, Sandhurst Trustees Limited expressly disclaims and takes no responsibility for any part of this PDS other than the references to its name. Sandhurst Trustees Limited does not guarantee the repayment of capital or any particular rate of capital or income return.

Sandhurst Trustees Limited's role as custodian is limited to holding the assets of the Fund.

IDPS INVESTORS

If you wish to invest indirectly in the Fund via an IDPS (or "wrap account"), you may do so by directing the IDPS Operator to acquire Units on your behalf and completing the relevant forms provided by the IDPS Operator and not the Application Form accompanying the PDS.

IDPS Investors do not become Unitholders in the Fund or have rights of Unitholders. The IDPS Operator becomes the Unitholder in the Fund and acquires these rights. However, IDPS Investors are regarded as Unitholders for the purpose of the Responsible Entity's Complaints procedure.

If you invest through an IDPS, your rights and liabilities will be governed by the IDPS Conditions. IDPS Investors do not receive reports or statements from us and when you can direct the IDPS Operator to apply or redeem will depend upon the IDPS Conditions.

IDPS Investors should also refer to their IDPS Conditions for information relating any fees and charges applicable to their investment.

LABOUR STANDARDS OR ENVIRONMENTAL, SOCIAL OR ETHICAL FACTORS

Neither the Responsible Entity nor the Investment Manager take into account any labour, environmental or ethical standards when investing on behalf of the Fund.

ENHANCED DISCLOSURE

If there are more than 100 investors in the Fund, Units will be classified as enhanced disclosure securities within Section 111AD of the Corporations Act, and the Responsible Entity is subject to regular reporting and disclosure obligations. Documents lodged pursuant to these requirements may be obtained from, or inspected at, any office of ASIC. Further, the Responsible Entity will provide a copy of the most recent annual financial report of the Fund lodged with ASIC, any half-year financial reports of the Fund lodged with ASIC, and any continuous disclosure notices given in relation to the Fund after lodgement of an annual financial report.

NOTIFICATION OF ELECTION TO RECEIVE ANNUAL FINANCIAL STATEMENTS

Annual financial statements will be available on the Investment Manager's website and an electronic copy will be sent free, on request by email to your email address provided on the Application Form unless you specifically request a hard copy.

You may later change your election on how to receive the annual financial statement or notifications that the annual financial statements are available.

It should be noted that this relates to the Fund as a whole and if no election is made you will still receive the relevant statements relating to your investment in the Fund including tax statements and Unit pricing statements by email.

Please note that IDPS Investors who access the Fund through an IDPS will receive reports directly from the IDPS Operator and not from the Responsible Entity or the Investment Manager.

The Responsible Entity or Investment Manager (as the case applies) will be providing the reports described above to relevant IDPS Operators. IDPS Investors should refer to their IDPS Conditions for information on the reports they will receive regarding their investment.

AML ACT

The Responsible Entity must comply with anti-money laundering laws, including the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, which requires the Responsible Entity to have an AML/CTF Program and comply with a range of other requirements. Under the Responsible Entity's AML/CTF Program and the AML/CTF Act, the Responsible Entity is required to collect and verify certain identification information (Know Your Customer (KYC) Information) from all investors.

If you do not provide the KYC Information when requested, processing of applications or redemptions may be delayed or refused. The Responsible Entity may be required to disclose your personal information or your transactions to the Australian Transaction Reports and Analysis Centre (AUSTRAC). Under AML/CTF laws, the Responsible Entity may be required to deny you (on a temporary or permanent basis) access to your Units. This could result in a loss of the capital invested, or you may experience significant delays when you wish to transact on your Units. The Responsible Entity or the Investment Manager are not liable for any loss you may suffer as a result of compliance with AML/CTF laws.

FATCA AND CRS

The Application Form includes a section on self-certification to comply with legislation which gives effect to the OECD Common Reporting Standard and the US legislation known as FATCA. If requested by the Responsible Entity, the Investor agrees, and it is a condition of the issue of the Units, to provide certain information required by it or Sandhurst Trustees Limited in order to comply with any applicable law, including the ATO. The ATO shares this information with the competent authorities of other jurisdictions as a means of countering global tax evasion. For more information, refer to the ATO website: <http://www.ato.gov.au>.

SECTION 13: GLOSSARY

\$	Australian dollars
Administrator	Primary Securities Ltd ACN 089 812 635, is the administrator of the Fund.
AEST	Australian Eastern Standard Time (Please note that this applies even if there is daylight saving time locally).
Allotment	The creation and issuing of the Units by the Responsible Entity. Upon Allotment Applicants are issued Units and become Unitholders in the Fund and bound by the Constitution.
AMIT	<p>Attribution Managed Investment Trusts. The new tax system for MITs (Managed Investment Trusts):</p> <ul style="list-style-type: none">• allows AMITs to use an attribution method of tax (in lieu of the existing present entitlement to income method in Division 6 of the Income Tax Assessment Act 1936)• allows AMITs to carry forward under- and over-estimates of tax amounts into the discovery income year, generally without adverse tax consequences• deems AMITs that meet eligibility requirements to be fixed trusts• allows unitholders in AMITs to make, in certain circumstances, both upward and downward adjustments to the cost base of their unit holdings to eliminate double taxation that may otherwise arise• introduces an arm's length rule for all MITs that aims to ensure related entities undertake transactions between one another in a manner that reflects commercial dealings• amends the 20% tracing rule for public unit trusts in Division 6C of the Income Tax Assessment Act 1936 so it does not apply to super funds and exempt entities that are entitled to a refund of excess imputation credits.
Applicant	A person who submits an Application Form in accordance with this PDS, to become a Unitholder of the Fund and issue Units to that person.
Application Form	The form which is required to apply to become a Unitholder of the Fund.
ASIC	Australian Securities and Investments Commission.
ASIC Licensed Providers	Holders of an Australian Financial Services Licence or an Australian Credit Licence, or their authorised representatives.
Assets	<p>This includes all property, rights and income or capital of the Fund and any accretions to the property, rights and income or capital of the Fund and any provisions the Responsible Entity considers should be taken into account in determining Assets, but excludes—</p> <ol style="list-style-type: none">Application Money or property paid in respect of which Units have not been issuedproceeds from withdrawals which have not yet been paid, andany Distributable Amount awaiting payment to Unitholders.
Auditor	LNP Audit and Assurance Pty Limited (ABN 65 155 188 837) has been appointed the auditor of the Fund.
Borrower	The borrower under the Facility Agreement. The Borrower is also the Investment Manager and the Threshold Manager.
Business Day	Any day on which trading banks are open for business in Sydney, Australia.
Capital Facility	A facility provided by the Threshold Manager at their discretion to make advances to the Responsible Entity to enable the Net Asset Value of a Unit to not fall below a \$1.00.
Complaint	an expression of dissatisfaction made to or about an organisation (including the Responsible Entity and any agent or contractor including the Investment Manager and Threshold Manager (if applicable)), related to its products, services, staff or the handling of a Complaint where a response or resolution is explicitly or implicitly expected or legally required.

Compliance Plan	The Compliance Plan for the Fund lodged with ASIC.
Constitution	The Constitution of the Fund lodged with ASIC, which sets out the rules for the way the Fund is managed. A copy of this document is available free of charge on request.
Corporations Act	Corporations Act 2001 (Commonwealth).
Credit Code	The National Credit Code set out in Schedule 1 of the <i>National Consumer Credit Protection Act 2009</i> .
Custodian	Sandhurst Trustees Limited.
Designated Time	Designated Time means, in respect of an application for Units 11:00 a.m. AEST on the 25 th of the Month, or a redemption request 11:00 a.m. AEST on the 25 th of the Month.
Distribution	Returns on your capital.
Existing Investor Application Form	The form used by the Responsible Entity to enable investors to add to their investment, which form is available by contacting the Investment Manager or the Responsible Entity.
Facility Agreement	The Facility Agreement to be entered into by the Responsible Entity as responsible entity of the Fund (as Lender), the Custodian (as Custodian), the Investment Manager (as Borrower) and Walker Capital Financial Planning Pty Ltd ACN 651 814 292 or Walker Capital Company (as the Guarantor).
Financial Product Investing	Investments in listed and unlisted financial products as defined by the Corporations Act including making direct investments in financial products being equities, derivatives, commodities, currencies (including digital and crypto assets), hybrids, Fixed Income Investments, ETF's, first or second property mortgage debt or indirectly by investing in other Funds which invest in these financial products.
Financial Businesses	Financial Planning Businesses legal and accounting practices.
Financial Planning Businesses	Holders of an Australian Financial Services Licence and authorised to provide financial planning products and services as defined by the Corporations Act.
Financial Services Licences	Licences from ASIC which allow companies to engage in providing financial services.
Fixed Income Investment	Investment grade corporate bonds, asset backed securities, inflation derivatives, interest rate derivatives, bank bills and negotiable certificates of deposit issued by Australian banks.
Fixed Income Investment Derivatives	Derivatives (exchange traded) which give exposure to fixed income investments.
Fund	Walker Capital Fixed Income Fund ARSN 653 791 916
General Security Agreement	The agreement entered into by the Responsible Entity with whichever related company is being lent to which provides general security over the assets of the company to secure repayment of the Loan extended by the Fund to the company under the Facility Agreement.
IDPS	Investor directed portfolio service or similar, sometimes called a wrap account, which may include a master trust.
IDPS Conditions	The terms and conditions applicable to investing via an IDPS, which should be explained in the relevant IDPS investment guide or disclosure document.
IDPS Investor	An investor who invests in the Fund through an IDPS.
IDPS Operator	The operator of an IDPS.

Income Distribution Date	The Income Distribution Date is the last day of each Month, including the last day of each financial year being 30 June each year and such other date or dates in a financial year as may be specified by the Responsible Entity from time to time.
Income Distribution Period	The Income Distribution Period is the period beginning on the date of commencement of the Fund and ending on the first Income Distribution Date and, after that, the period which begins on the day after the preceding Income Distribution Date to the next occurring Income Distribution Date except that the last Income Distribution Period is the period commencing on the day after the preceding Income Distribution Date and ending on the date of final distribution on winding up of the Fund.
Intended Return	The targeted distribution of income of 5% per annum calculated on the Principal to be paid to Unitholders
Intended Return Moneys	Any amount of shortfall so that the Trust is achieving the Intended Return funded by the Threshold Manager at their discretion to the Responsible Entity
Investment Manager	Walker Consulting (Australia) Proprietary Limited (ACN 602 952 116). The Investment Manager is also the Threshold Manager and the Borrower
Loans	Loans (made with funds obtained under the Facility Agreement) by the Borrower to related and non-related companies to earn interest income (referred to as "Utilisations" under the Facility Agreement).
Month or Monthly	A calendar Month, ending on the Valuation Date of that month
Net Asset Value	Net Asset Value of the Fund, being the value of all assets of the Fund less the total value of the liabilities of the Fund, in accordance with the provisions in the Constitution.
Offer	The offer to issue Units made pursuant to this PDS.
PDS	This Product Disclosure Statement, as supplemented from time to time.
PPSA Personal Property	<ul style="list-style-type: none"> a) all of the Grantor's present and after-acquired property in which the Grantor can be a grantor of a PPSA Security Interest including property in which the Grantor has, or may in the future have, rights or the power to transfer rights; b) proceeds; and c) PPSA retention of title property (as that term is defined in the Corporations Act);
PPSR	Means the personal property securities registered created pursuant to the <i>Personal Property Securities Act 2009 (Cth)</i> ;
Primary Securities	Primary Securities Ltd ACN 089 812 635, AFSL 224107.
Principal	Any amounts paid by Unitholders of the Fund for the acquisition of Units in the Fund, which have not subsequently been redeemed and includes any amount of Return of the Fund that the Responsible Entity determines each month. For the avoidance of doubt, any Units acquired by way of reinvestment of Distributions would be considered amounts paid by the Unitholders of the Fund for the acquisition of Units.
Principal Outstanding	The aggregate principal amount owing under either: <ul style="list-style-type: none"> (a) A Loan; or (b) all Loans under the Facility Agreement
Redemption Date	This is the date the Unit in the Fund are redeemed. It is a calendar day by reference to AEST corresponding with the first Trading Day following a Valuation Date and in any case it may be such other date as determined by the Responsible Entity.
Redemption Facility	A facility provided by the Threshold Manager at their discretion to help fund redemption requests if the Fund is illiquid.
Redemption Form	The form to be completed when requesting a redemption of funds.

Redemption Instructions	Redemption Instructions are instructions given by or on behalf of an Applicant relating to redemptions from the Fund.
Responsible Entity	Primary Securities Ltd ACN 089 812 635, AFSL 224107.
Return	The value of the Assets of the Fund above the Principal after any expenses of the Fund (but not including the Threshold Manager Fee) incurred by the Responsible Entity in its proper performance of its duties, for which the Responsible Entity is indemnified in accordance with the Constitution.
Special Resolution	A resolution of which notice has been given in accordance with this Corporations Act and that has been passed by at least 75 percent of the votes cast by Unitholders entitled to vote on the resolution.
Subscription Date	This is the date the Unit in the Fund is issued. It is a calendar day by reference to AEST corresponding with the first Trading Day following a Valuation Date and in any case it may be such other date as determined by the Responsible Entity.
Threshold Manager	Walker Consulting (Australia) Pty Ltd (ACN 602 952 116). The Threshold Manager is responsible for effecting the Intended Return. If the return is below the Intended Return in its discretion it can choose to pay all or some of the amount of shortfall to the Responsible Entity for the benefit of the Fund so that the Fund is effecting the Intended Return. There is no assurance or guarantee that the Threshold Manager will pay all or any of the shortfall or that investors will receive the Intended Return.
Trading Day	Is any day the money markets are open for execution in Sydney.
Unit	A fully paid unit in the Fund issued under the Constitution and offered pursuant to this PDS.
Unit price	Refers to the "Initial Price" of a Unit in the Fund, with "Initial Price" being the term used in the Constitution which sets out how the calculations are to be made from time to time.
Unitholder	A person whose name is entered in the register as the holder of a Unit (including persons jointly registered).
Valuation Date	This is the date when the Net Asset Value of the Fund is calculated for determining the Unit price for the Fund. This is the calendar day by reference to the AEST corresponding with the closing time of the last Trading Day of each Month (i.e., monthly valuation).
Walker Capital	Walker Consulting (Australia) Pty Ltd (ACN 602 952 116)
Walker Capital Company	The Investment Manager or Walker Capital Financial Planning Pty Ltd ABN 12 345 678 901, or any other related company intended by the Investment Manager to be used for the acquisition of Financial Businesses or Financial Product Investing.
We and us	Responsible Entity.