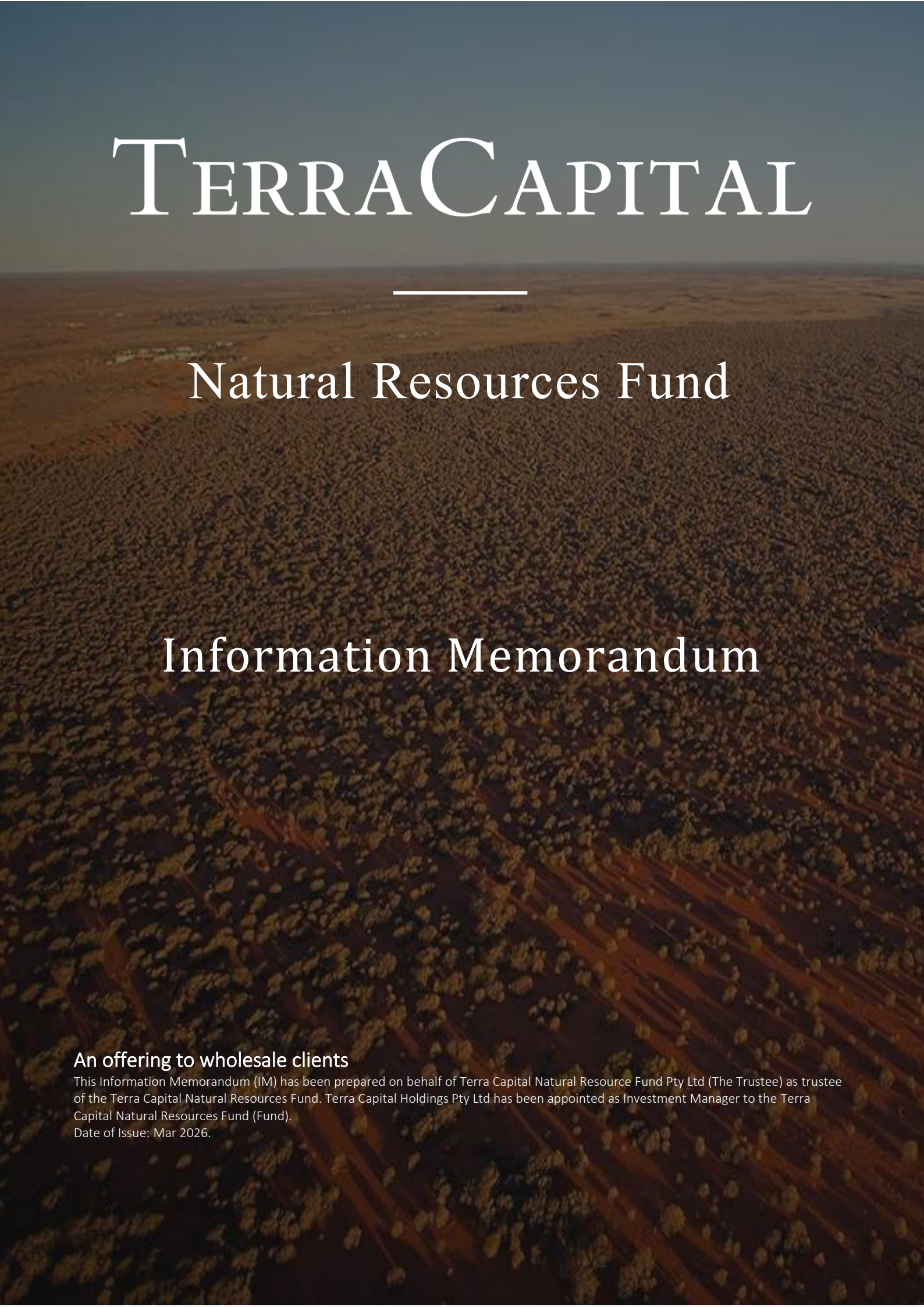


TERRA CAPITAL

Natural Resources Fund

Information Memorandum

An offering to wholesale clients

This Information Memorandum (IM) has been prepared on behalf of Terra Capital Natural Resource Fund Pty Ltd (The Trustee) as trustee of the Terra Capital Natural Resources Fund. Terra Capital Holdings Pty Ltd has been appointed as Investment Manager to the Terra Capital Natural Resources Fund (Fund).

Date of Issue: Mar 2026.

Important Information

This Information Memorandum contains information about the Terra Capital Natural Resources Fund (the "Fund") and is dated February, 2023. This Information Memorandum has been prepared and is issued on behalf of Terra Capital Natural Resource Fund Pty Ltd ABN 99 608 953 868, in its capacity as the trustee of the Fund. This Information Memorandum is being made available exclusively to a limited number of sophisticated or professional investors who qualify as wholesale clients as defined in sections 761G and 761GA for the purposes of the Corporations Act 2001 (Cth) (Corporations Act), and who have received a printed or electronic copy of this Information Memorandum in Australia. The Fund is not a registered managed investment scheme under the Corporations Act. This Information Memorandum is not a disclosure document or product disclosure statement within the meaning of the Corporations Act (and is not required to be lodged with ASIC). This Information Memorandum is not required to, and does not contain, all the information which could be required for an offer of financial products under a disclosure document lodged with ASIC under the Corporations Act.

An investment in the Fund is made by way of an application for Units in the Fund in accordance with this Information Memorandum. This Information Memorandum does not purport to contain all the information that may be required to evaluate an investment in the Fund. In particular, it may not contain all such information investors and their professional advisers would reasonably require for the purpose of making an informed assessment of the performance of the Fund, the rights attaching to Units in the Fund and the merits and risks of investing in the Fund. The recipient should conduct its own independent review, investigations and analysis into the information in relation to the Fund and the Units. Recipients should seek independent professional advice in relation to the financial, taxation, legal and commercial matters in relation to an investment. In subscribing for Units in the Fund, Investors acknowledge that they will rely upon their own independent professional advice.

This Information Memorandum is supplied on the conditions in this important information section, which conditions are expressly accepted and agreed to by the recipient, as evidenced by the retention by the recipient of this Information Memorandum. If these conditions are not acceptable, the Information Memorandum is to be returned immediately.

This Information Memorandum is intended solely for the use of the person to whom it has been delivered by the Trustee for the purpose of evaluating a possible investment by the recipient in the Fund. It is not to be reproduced or distributed to any other person (other than professional advisers of the recipient) without the Trustee's consent.

Any person who comes into possession of this Information Memorandum is required to observe all restrictions and laws relating to the receipt and distribution of this Information Memorandum.

Any investment in the Fund is subject to investment and other risks, including possible delays in payment, and outright loss, of income and capital invested in the Fund. None of Terra Capital Natural Resource Fund Pty Ltd, the Investment Manager, its corporate or legal advisers, or their respective related bodies corporate and associated entities, or the respective shareholders, directors, partners, officers and employees of Terra Capital Natural Resource Fund Pty Ltd, its corporate or legal advisers or their respective related bodies corporate and associated entities (collectively the Terra Capital Natural Resource Fund Pty Ltd Parties) guarantees the rate of capital or income return of any investment in the Fund, the taxation consequences of investing in the Fund, the meeting of the investment objectives of the Fund, the performance of the Fund, nor the repayment or return of any income or capital from the Fund. There are risks in investing in the Fund and you can lose as well as make money upon investing. Actual performance and volatility depends on many factors and risks including overall market performance. It is important to understand that objectives and targets for the Fund as set out in this Information Memorandum are not forecasts, they are simply the Fund's goals. Any forecasts, estimates, budgets and projections contained in this Information Memorandum involves significant elements of subjective judgement and analysis which may or may not prove to be correct. The recipient and their respective advisers should make their own independent review of the relevant assumptions and calculations upon which any estimates and projections are based.

The information in this Information Memorandum is up to date at the time of preparation. The Trustee in its absolute discretion amend or withdraw this Information Memorandum at any time and may issue a new or amended Information Memorandum from time to time but is not under any obligation to do so. Any further information will be provided subject to these same conditions.

Except insofar as liability under any law cannot be excluded, the Terra Capital Natural Resource Fund Parties disclaim and exclude all liability (including in negligence) for any loss or damage or claims arising in any way out of or in connection with the Information Memorandum and any investment in the Fund including, without limitation, the information contained in it. Other than to the extent required by law, none of the Terra Capital Natural Resource Fund Parties makes any representations or warranties, express or implied, as to the accuracy or completeness of any of the information contained in this Information Memorandum or any other information (whether written or oral) made available to investors, including, without limitation, any historical financial information, estimates and projections, or any other financial information, and nothing contained in this Information Memorandum is, or may be relied upon as, a promise or representation, whether as to the past or the future.

This Information Memorandum, including any update or supplement to this document, other than these conditions, does not and will not form part of any legal agreement that may result from the review, investigation and analysis of the Information Memorandum by any investors and/or their respective advisers.

The Trustee reserves the right to reject any applications without giving reasons for rejection. The Terra Capital Natural Resource Fund Pty Ltd Parties will not be liable to compensate any investors (or anyone else) for any costs or expenses incurred in reviewing, investigating or analysing any information in relation to the Fund in making an offer or otherwise.

These conditions are governed by the laws of New South Wales, Australia unless otherwise defined, capitalized terms in this Information Memorandum have the meaning given in the Glossary to this Information Memorandum.

The Trustee does not hold an AFSL and has appointed PT Asset Management Limited ACN 092 936 902 AFSL 318961 to arrange the offer of Units in the Fund pursuant to an intermediary authorisation under section 911A(2)(b) of the Corporations Act. The Trustee and Investment Manager are authorised representatives of PT Asset Management Limited.

This Information Memorandum contains general information only and does not amount to financial product advice or a recommendation (either expressly or by implication) regarding an investment in the Fund. Individual circumstances of an investor have not been taken into consideration and investors must have regard to their own objectives, personal financial situation and needs before deciding whether or not to invest in the Fund.

Investors should read this Information Memorandum in its entirety and have regard to the risks set out in this Information Memorandum.

Address: Level 12 Suite 02, 25 Bligh Street Sydney NSW 2000
email: info@terracapital.com.au

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ABOUT THE TERRA CAPITAL NATURAL RESOURCES FUND

The Terra Capital Natural Resources Fund is designed for investors seeking exposure to global listed mining and energy equities with the objective of superior absolute returns.

Investment in these companies will offer exposure to higher growth opportunities than investment in larger companies but is accompanied by generally greater volatility and risk.

TERRA CAPITAL NATURAL RESOURCES FUND AT A GLANCE

Name of Fund	Terra Capital Natural Resources Fund (The Fund)
Investment objective	To deliver superior absolute returns over the medium to long-term by investing in globally listed equities in the metals, mining and energy sector.
Who is the Fund suitable for?	Investors who wish to gain exposure to global metals, mining and energy equities and are willing to accept highly volatile returns over the short term, including returns which could be negative, with the aim of seeking higher returns over the medium to long term
Risk	High
Potential for capital growth	High
Potential for income	Low
Minimum investment	Minimum Investment $100,000 to eligible Investors
Management Fee	1.2% p.a.
Performance fee	20% per annum of the increase in net asset value above the hurdle rate.
Hurdle rate	5%
High-water mark	Yes
Trustee	Terra Capital Natural Resource Fund Pty Ltd
Investment manager	Terra Capital Holdings Pty Ltd
Unit Pricing	Daily
Buy/Sell spread	0.25%/0.25%
Distributions	Paid Annually
Application/redemption frequency	Daily applications. Monthly redemptions with notice period.

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ABOUT TERRA CAPITAL

Founded in 2010 by Jeremy Bond, Terra Capital is a specialist investment manager with an established track record of performance, disciplined management and industry experience. The manager is 100% owned by the investment team and the team remain the largest investors in the Fund.

Terra Capital's Natural Resources Fund concentrates on global metals, mining and energy investments.

WHAT ARE THE ADVANTAGES OF INVESTING WITH TERRA CAPITAL?

Experience and Continuity

- Terra Capital principals are high quality investment professionals with significant industry experience.
- Terra's investment philosophy and process has been used successfully by the principals for over 15 years and will continue to be used by the team.

Excellent Track Record

- Terra Capital have a proven history of top quartile performances and long-term outperformance
- Since inception, the performance of the existing Terra Capital Natural Resource Fund has been substantially above global natural resources indices and peers.

The principals are the largest investors in the funds

- The principals have invested their own money into the Funds. This means that decisions are made from the perspective of being investors as well as investment managers.

100% ownership by the principals

- The principals who operate the business own the business. This removes any potential conflict with an external shareholder – in particular the requirement to continually grow funds under management.
- The CIO is currently the largest unit holder in the Fund.

Single Focus

- The nature of our business is totally focused on one thing – investment. Non-investment functions have largely been outsourced.

Stability

- Because Terra Capital is owned by the principals, our team is likely to continue to be extremely stable going forward - investors can be confident their money will continue to be managed by the same people.

WHO IS THIS FUND SUITABLE FOR?

This Trust has been created principally for professional and sophisticated investors and who have a medium to long term view. Investment in this Fund may be an effective way for such investors to gain exposure to mining and energy equities listed on the Australian Securities Exchange, Toronto Stock Exchange or on other major exchanges globally. For more information on the definition of

"professional" and "sophisticated" investors, please read the section "WHO CAN INVEST IN THE FUND?".

MANAGING RISK

Investment in the Fund carries risks, including volatility of returns. Volatility refers to the degree to which returns may fluctuate around their longer-term average. Each asset class, whether it be cash, fixed interest, property, Australian or international shares, has associated investment risks and the return achieved by each will vary accordingly. Higher risk assets such as international and Australian shares, on average produce higher long-term returns than lower risk investments. The Trustee and the Investment Manager do not guarantee the capital, any rate of return on income or capital or investment performance of the Fund. Investment in any fund is subject to risks, including possible delays in the payment of withdrawal proceeds, and loss of income and capital. The main risk factors which may affect the returns of the Fund include:

Market Risk

Any investment made in a specific group of securities is exposed to market factors which may include changes in market sentiment, interest rates, economic, legal, technological, or social and political environment. There can be no guarantee that losses equivalent to or greater than the overall market will not be incurred as a result of investing in such securities.

Company Specific Risk

There may be instances where the share price of an investee company will fall in price because of company specific factor (for example, where a company's major product is subject to a product recall). The value of investments can vary because of changes to management, product, distribution or the company's business environment. Another factor that affects risk is the length of time you plan to invest in a Fund.

Liquidity Risk

There is the risk that an investment by the Fund, or an investment in the Fund, may not be easily converted into cash with little or no loss of capital and minimum delay. Under certain conditions liquidity of a particular market or security may be restricted, thus affecting the performance of the Fund and the ability of investors to withdraw their investment from the Fund. Lack of liquidity or market depth can affect the valuation of the Fund's assets as it looks to realise securities at quoted prices. This means that, as a consequence of restrictions on disposal of the underlying investments, the Fund may be limited in its ability to meet withdrawal requests. There is no guarantee that an investor will be able to redeem Units in the Fund at the time when the investor wants to, and the Trustee has discretion to delay or suspend withdrawals of Units in certain circumstances as detailed under the constitution for the Fund.

Limited Diversification

Terra Capital intends to diversify the Fund's investments as it deems appropriate and consistent with the Fund's investment objective. However, a key investment strategy for the Fund is to concentrate on a small number of investments, which is likely to subject the portfolio to a greater level of volatility than a more broadly focused investment strategy.

INVESTMENT TEAM

Jeremy Bond

Chief Investment Officer

Jeremy has over 20 years of experience across funds management, financial markets and industry.

Mr Bond has managed the Terra Capital Natural Resources Fund since its inception and has significantly outperformed global natural resources indices over that time.

Prior to forming Terra Capital Jeremy worked as an analyst at RAB Special Situations Fund at RAB Capital Plc. The RAB Special Situations Fund was previously rated the Best Energy and Natural Resources Fund by Hedge Fund Review in 2007 and ranked No 1 in Barron's Hedge Fund 50 Global rankings in 2007. During his tenure at RAB, Jeremy was responsible for managing a large basket of small to mid-capitalisation stocks. During his time at RAB, Mr Bond also developed a deep network of broker and promoter contacts throughout the world.

Jeremy is a substantial Investor in the Terra Capital Natural Resource Fund.

Matthew Langsford

Portfolio Manager

Matthew has over 17 years of experience across funds management, financial markets and industry.

Mr Langsford has worked at the Terra Capital Natural Resources Fund since 2012, a period which has seen the fund significantly outperform its peers and increase assets under management.

Mr Langsford is a qualified Chartered Accountant and has worked previously in corporate finance at Ernst and Young and in institutional and high net worth broking specialising in small caps.

Dylan Kelly

Head Analyst

Dylan joins Terra Capital after 15 years within the sector with prior positions held as Senior Equity Research Analyst at Ord Minnett and as an Analyst at CLSA for over six years, where he was responsible for providing research coverage of large, medium and small cap mining stocks.

Prior to equity research Dylan spent 7 years in industry. Initially in financial operations at BP in London. And 5 years in mining consulting in operational budgeting, and life of mine valuations.

KEY FUND DETAILS

Objective

- To deliver superior absolute returns over the medium to long-term by investing in, mining and energy equities.

Who is the Fund suitable for?

- Investors who wish to gain exposure to listed metals, mining and energy equities, including those listed on global exchanges and are willing to accept highly volatile returns over the short term, including returns which could be negative, with the aim of seeking higher returns over the medium to long term.
- This Fund should only be considered by investors with a significant risk tolerance and a long-term investment time horizon.

How is the Fund invested?

- The Fund invests in leading metals, mining and energy companies across the globe capitalising on the under researched and inherent volatility of the sector. The Fund can invest in producing, developing and late stage exploration mining businesses with a strong focus on assets located in stable jurisdictions.
- Invested companies will generally have a market capitalisation ranging from $250 million to $10 billion.
- Minimum number of securities held – 10.
- No more than 10% of the Fund will be invested in unlisted securities at the time of investment. These investments are generally pre-IPO and will be typically within 12 months of listing.
- No individual security will comprise more than 10% of the Fund at the time of the investment.
- The Fund will not own more that 10% of any individual company at the time of the investment.
- In the absence of compelling investment opportunities, the Fund may hold up to 100% of its total assets in cash.

Capital returns

- The Manager may return capital to investors at the Manager's discretion if the Fund has reached a size that limits the effectiveness of the manager's ability to generate returns.

Applications and redemptions

- The trustee has an absolute discretion to accept and reject applications for Units in the Fund.
- The initial Units in the Fund will be issued for $1.00 per Unit, and new Units will be issued at the prevailing Unit price for the Fund at the time of issue.
- The number of Units in the Fund that will be allocated to an investor are calculated by the amount to be invested in the Fund divided by the entry price of a Unit in the Fund.
- If the Trustee receives your completed application together with application monies before 4.00 pm Australian Standard Eastern Time you will be allocated Units in the Fund at the daily entry price calculated for that Business Day.
- Applications received after this time will receive the following day's Unit price.
- Unitholders investing will receive Units within 2 Business Days after which their application is received and approved, at the Unit price calculated for that day.
- Investors must give 30 days' notice for redemption. The redemption date will be the month end following 30 days' notice.
- Redemptions (if accepted) will be paid within 15 days of the redemption date. See page 12 for further details regarding withdrawals.
- To make an additional investment in the Fund you must complete the Additional Investment form. You can obtain a copy of this form by contacting Terra Capital Holdings Pty Ltd at: info@terracapital.com.au

Unit Pricing

- Unit pricing is provided on a daily basis. Unit prices will be determined based on the Net Asset Value of the Fund (divided by the number of units on issue at that date). Unit prices are calculated to 4 decimal points.

OTHER INFORMATION

The Manager

Terra Capital is a specialist funds management company. The principals of Terra Capital, having gained extensive experience in corporate finance, accounting and funds management, established and joined Terra Capital to focus on specialist areas where they believe Terra Capital can add value. Terra Capital and its affiliated interests may co-invest with external investors in the Trusts.

The Manager is an authorised representative of PT Asset Management Limited.

Trustee

Terra Capital Natural Resource Fund Pty Ltd is the Trustee of the Terra Capital Natural Resources Fund. Terra Capital Natural Resource Fund Pty Ltd has appointed Terra Capital as the investment manager of the Terra Capital Natural Resources Fund.

Terra Capital Natural Resource Fund Pty Ltd does not hold an Australian Financial Services License and it is authorised to issue Units in the Fund pursuant to an authorised intermediary agreement with PT Asset Management Limited AFSL 318961 in accordance with section 911A(2)(b) of the Corporations Act.

Custodian

The Trustee has entered into a Master Custodian agreement with Mainstream Fund Services to provide Master Custody Services (including safekeeping and settlement services) and will use JP Morgan to act as the Custodian of the Fund.

The Custodian is required to identify, record and hold the Fund's investments in such a manner that the identity and location of the investments can be identified at any time and so that investments are readily identifiable as belonging to the Fund as a customer of the Custodian and are separately identifiable from the Custodian's own investments.

Reporting

Unitholders are provided with the following information with respect to their investment in the Fund:

- Daily Unit pricing;
- A letter confirming any investment or withdrawal;
- A quarterly Fund report;
- An annual tax statement each financial year providing details to assist you in preparing your tax return;
- An annual financial report; &
- Where a Distribution period is paid, a Distribution statement as at the Distribution date.

Complaints

The Fund constitution permits the Trustee to receive, consider, investigate and respond to complaints made by Unitholders dissatisfied with the management or administration of the Fund.

Fees and expenses

Fees to be charged are disclosed in the following sections. The Constitution of the Fund allows, in certain circumstances, higher fees to be charged. The Trustee will not alter the fees described in the following sections without giving investors prior written notice.

Address: **Level 12 Suite 02, 25 Bligh Street Sydney NSW 2000**
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Investment management fees

An investment management fee of 1.2% (excluding GST) per annum of the Net Asset Value of the Fund is payable to the Investment Manager. This fee accrues daily and is paid from the Fund at the end of each month and will be reflected in the application and withdrawal unit prices for the Fund. Investment management fees do not include performance and incentive fees.

Performance fee

The performance fee (if payable), is equivalent to 20% (excluding GST) of the increased Net Asset Value of the Fund in excess of an annualised rate of 5% over the previous Net Asset Value.

The performance fee is subject to a "High Water Mark" such that it may only be awarded if there is an absolute increase of 5% in the Unit Price since the previous award of a performance fee (or since inception of the Trust if a performance fee has not yet been awarded). The hurdle rate does not compound year to year.

The performance fee has a "High Water Mark" so that Terra Capital's attention will be focused on capital preservation as well as high absolute returns. The performance fee (if applicable) will be calculated by Terra Capital as at 30 June and 31 December each year and deducted from the fund. For periods where the investor has been invested for less than one year, this calculation will be annualised.

For new investors in the Fund who invest at a Unit Price which is less than the current high watermark Unit Price, the current high watermark will not apply to those new investors. This will mean that the Investment Manager will be eligible for a performance fee based on the entry Unit Price for those new investors, until a new high watermark Unit Price is set and the Investment Manager charges performance fees up to that point.

Where units are redeemed part way through a year, the performance fee payable in respect of the units redeemed will be calculated as at the relevant Redemption Date and paid from the Fund assets at the time of the redemption.

Entry and Exit Fees

The Fund does not currently charge an entry or exit fee on investments in the Fund. The Trustee has the right to adjust the Net Asset Value of the Fund in determining the Unit price to take into account certain 'buy-sell spread' incurred in connection with the acquisition or disposal of Fund assets. The Trustee also has the right under the Fund constitution to deduct certain government charges, taxes, and other costs and expenses from the withdrawal proceeds payable to a Unitholder who withdraws any investment from the Fund.

Buy/Sell Spread

A buy/sell spread of 0.25%/0.25% is charged on the application and redemption. It reflects the Investment Manager's estimate of the transaction costs expected to be incurred by the Fund in buying and selling the underlying assets as a result of investments in, and withdrawals from the Fund. The Buy/Sell Spread is an additional cost to investors, but it is not a fee paid to the Trustee nor the Investment Manager. A buy/sell spread is retained as an asset of the Fund.

Operating Costs and Expenses

The Manager will be entitled to be reimbursed out of the Fund for any expenses reasonably incurred as a result of managing the Fund.

The type of expenses include but are not limited to audit fees, custodial expenses, administration expenses, financing costs, any expenses in relation to managing the Fund, such as lodgement fees, taxes, brokerage, consultancies, legal fees, payment for independent research, capital raising fees, information service provision and accounting. These expenses are limited to a 0.8% expense cap.

Waiver, Deferral or Rebate of Fees

The Investment Manager may, in its absolute discretion, accept lower fees and expenses than it is entitled to receive, or may defer

payment of those fees and expenses for a period of time or rebate fees by individual negotiation with an investor. If payment is deferred, then the fee will accrue until paid. The Investment Manager may rebate fees to a third party for capital introduction services without disclosure and any such rebates are not a cost to investors or the Fund.

Administrator

The Trustee has entered into an administration agreement for the Fund with the Mainstream Fund Services.

Under the administration agreement the Administrator is responsible for performing certain administrative services. Roles that the Administrator performs include: assisting the Trustee to maintain the Fund's register of Unitholders, arranging the issue, redemption and valuation of Units, calculation of management and performance fees (of the Investment Manager) to be charged to the Fund by the Trustee, maintaining accounting records and providing certain other administrative services in respect of the Fund.

The Fund will be responsible for the payment to the Administrator of all fees and expenses that are charged under the administration agreement.

The Administrator may use the services of affiliates and subcontractors for the provision of its services to the Fund but retains responsibility for these services.

INVESTING IN THE FUND

In order to make an investment, you must complete an application form at the back of this Information Memorandum. For details, see "Application Instructions" on p 26.

Application monies may be paid by electronic transfer of monies. If you wish to effect an electronic transfer of the application monies, please contact Terra Capital on Ph. 0414 656 101 or email info@terracapital.com.au for transfer details.

A confirmation of Units issued will be sent within 15 business days of acceptance of the application. Applications may be refused, in full or in part, by Terra Capital Natural Resources Fund Pty Ltd at its discretion.

WHO CAN INVEST IN THE FUND?

This Trust is a wholesale fund. Accordingly, Terra Capital Natural Resources Fund Pty Ltd can only accept initial and further investments in the Fund from an investor who satisfies one of the following criteria:

- the investor qualifies as a "sophisticated" or "professional" investor within the meaning of the Corporations Act 2001 (see below); or
- the investor is investing an initial amount of $500,000 or more.

The following investors qualify as "sophisticated" or "professional" investors:

- a person who has net assets of at least $2.5 million. The investor must provide Terra Capital Natural Resources Fund Pty Ltd with a copy of an accountant's certificate dated within the last 6 months that certifies they own the required assets;
- a person who has earned at least $250,000 gross a year for the last 2 years. The investor must provide Terra Capital Natural Resources Fund Pty Ltd with a copy of an accountant's certificate dated within the last 6 months that certifies the required level of income;
- an investor investing through the holder of an AFSL, who needs to be satisfied that the investor has enough investment experience to assess the value of interests in a Fund and the risks involved;
- a body registered under the Life Insurance Act 1995;
- a body registered under the Financial Corporations Act 1974;
- a regulated superannuation fund with net assets of at least $10 million;
- an approved deposit fund with net assets of at least $10 million;
- a pooled superannuation trust with net assets of at least $10 million;

- a public sector superannuation scheme within the meaning of the Superannuation industry (Supervision) Act 1993 with net assets of at least $10 million;
- a person who controls at least $10 million (including any amount held by an associate or under a trust managed by the person) for the purposes of investment in securities.

In referring to the word "person" above, we are also referring to corporations and institutional investors.

The above list only provides a summary of the relevant "sophisticated" and "professional" investor criteria provided for in the Corporations Act 2001. Please contact us if you would like any assistance in determining whether you are a "sophisticated" or "professional" investor under the Corporations Act 2001.

Minimum investment

The Trustee has imposed a minimum initial investment requirement for "professional" and "sophisticated" investors of $100,000.

Additional investments to an existing investor's account must be a minimum of $10,000.

The Trustee requires additional investments to be accompanied by an additional application form or accompanied by written instructions. Please contact Terra Capital for further information on your investment or making subsequent investments.

The Trustee may at its discretion waive the above minimum investment requirements provided that the status of the investor as a "sophisticated" or "professional" investor is not prejudiced in terms of the Corporations Act 2001.

Withdrawals

Investors must give 30 days' notice for redemption. The redemption date will be the month end following 30 days' notice. Due to the wholesale nature of the Fund and the costs associated with processing such a request, the Trustee requires individual withdrawals to be at least $10,000. The Trustee is not required to accept a redemption request but will generally do so if there is sufficient liquidity in the Fund (as determined by the Investment Manager).

Withdrawal requests which have been accepted will normally be paid by electronic funds transfer within 15 days of the requested redemption date, although the Trustee may extend the period for satisfying a withdrawal request by up to 30 days if it considers this to be in the best interests of investors. Further, if they have taken all reasonable steps to realise sufficient assets to satisfy a withdrawal request and are unable to so due to one or more circumstances outside their control, such as restricted or suspended trading in the market for an asset, they may extend this period until such circumstances cease to apply.

Neither the Investment Manager nor the Trustee is obliged to pay any part of the Withdrawal Price out of their own funds.

Terra Capital and the Trustee generally require a current minimum holding amount of $10,000. If your request to withdraw would result in your account balance falling below this threshold, they reserve the right to withdraw the remaining balance in full. The investor will be notified in writing of this intention and if a further investment has not been made to take the holding above the minimum holding amount within the specified period in the notice (30 days), the investor's account may be closed.

In exceptional circumstances, to satisfy a withdrawal request the Trustee may transfer assets to you as well as, or instead of, paying you cash.

The Trustee reserves the right to allow lower minimal balances.

Transfers

Units in the Fund are transferable by returning a transfer form which has been stamped for duty by the appropriate Stamp Duties Office (if applicable). However, the Trustee has the right under the Fund constitution to refuse a request

to transfer Units in certain circumstances and not give any answer for such refusal.

Circumstances where the Trustee may refuse a request to register a transfer of Units include where:

- the Trustee considers that there are, or are reasonably likely to be, material adverse tax or duty consequences arising from the transfer;
- the transferee is not a wholesale client or does not provide all information requested by the Trustee in respect of the transfer or the identity of the transferee;
- the transferor has contravened, or attempted to contravene, the Fund constitution or the terms on which the Unitholder applied for Units; or
- in the Trustee's opinion it is not in the interests of Unitholders as a whole to permit the transfer.

Neither the Fund nor the Trustee will be liable for any stamp duty which is payable by any Unitholder or for any loss whatsoever resulting from non-payment if any stamp duty by a Unitholder.

Distributions

Distributions of capital and income of the Fund will be made to Unitholders pro-rata according to the number of Units held.

The type of income included in your share of any distributable income will depend on the underlying investments held by the Fund at the time.

Under the Fund constitution, the distributable income for a financial year will generally be the amount the Trustee determines to be the distributable income, being:

a) The amount, which if distributed in cash to Unitholders in the Fund for the period, would prevent the Trustee being liable to income tax on the income of the Fund; and
b) Any additional amount whether income or capital that the Trustee considers appropriate for distributions for the period.

Generally, income of the Fund is distributed annually as at 30 June. Distributable income will automatically be reinvested, unless a Unitholder elects for the distribution to be paid out in cash. Investors wishing to elect to receive distributions in cash, can choose to have their income from the Fund paid directly to a bank, building society or credit union account.

Unitholders entitled to receive payment of the distributable income of the Fund for a distribution period will receive payment within three months of the end of the distribution period. Currently, it is the Trustee's intention to distribute the income of the Fund within 30 Business Days after the end of the distribution period.

The income distribution per Unit is calculated by dividing the Funds total distributable income for the distribution period, by the number of Units on issue in the Fund at the end of that distribution period. A Unitholders' allotment of distributable income is determined by the number of Units held by that Unitholder on the last day of the distribution period.

If you apply for Units just before the end of a distribution period, part of the issue may reflect income that you will be entitled to receive if you are still a Unitholder at the end of the distribution period. Also, in circumstances where there have been withdrawals from the Fund prior to the end of the distribution period, Unitholders holding Units at the end of the distribution period may be allocated with a greater share of the Taxable Income of the Fund that would otherwise be the case.

Valuation

The Net Asset Value of the Trust is calculated by deducting the liabilities of the Fund from the value of its assets. The Trustee may determine valuation methods and policies for each category of asset and may change these methods and policies from time to time. Unless determined otherwise, the value of an asset will be its market value. Market values of assets and the value of liabilities include all significant accrued income and expenses that are due and payable to or from the Fund at each Distribution Calculation Date.

Typical examples of income and expenses accrued to the Fund include:

- Realised gains and losses that result from disposal of investments;
- Distribution, dividend and other income entitlements relating to investments;
- Interest accrued on cash deposits;
- Fees charged by the administrator, the custodian and other service providers;
- Accrued management fees, including performance fees; and
- Other expenses that have been incurred or provided for.

Related Party Transactions

The Fund constitution does not prevent the Trustee of the Fund from:

- dealing with itself, as the trustee for the Fund, any other fund or in any other capacity;
- being interested in any contract or transaction with itself, as the trustee for the Fund, any other fund or in any other capacity or retaining profits or benefits derived from any such contract; or
- acting in the same or similar capacity in relation to any other managed investment scheme or fund.

The Trustee may transact with other funds managed by the Investment Manager. Such dealings may include:

- the management fee and performance fee to which the Investment Manager is entitled;
- investing in other funds managed by the Investment Manager;
- acquiring and disposing of interests in the Fund from or to another fund managed by the Investment Manager;
- voting as a Unitholder at unitholder meetings held by funds managed by the Investment Manager in which the Fund invests;
- the provision of accounting and registry operations; and
- other transactions.

Terra Capital has an established conflicts of interest policy to ensure that any actual or perceived conflicts of interests are identified and appropriately managed. The conflicts of interest policy outlines the monitoring, prevention and other compliance measures relating to the management of conflicts of interests. At all times, Terra Capital attempts to prevent or manage conflicts of interests in accordance with this policy. However, this policy does not require Terra Capital to avoid conflicts of interest completely.

Series Accounting & Platforms

The Fund reserves the right to use series accounting when issuing units. Series accounting is effective at the date of this information memorandum. Series accounting enables performance fees to be allocated equitably among unitholders. Through the process of issuing different series of units for each Subscription Day, the performance fee applied to each investment is directly reflective of the performance experienced by that investment, rather than the Trust as a whole.

As soon as practicable after the last Business Day in each financial year, all units in each class which have borne a performance fee in respect of the relevant year will normally be consolidated into a single class, being the oldest class to have borne a performance fee in respect of the relevant year. The high watermark for all units of the consolidated class will be the net asset value per unit of the consolidated class as at the last Business Day in the relevant financial year, after the payment of the performance fee.

Platforms

Investors using a platform will be placed into the platform class. This class does not utilise series accounting for individual investments. Rather, all platform investors will be invested into the platform class and thus all platform investors will receive one unit price each day.

TAX

Investors Must Obtain Own Advice

Investing in the Fund has tax implications, depending upon the particular situation of each investor. The Australian taxation system is complex and Terra Capital strongly recommends that any prospective investor should obtain professional advice on the tax implications of investing in the Fund.

The following provides a summary of the general tax implications for an investment by an Australian resident individual investor who holds their units on capital account. Each investor's taxation position will depend on their individual circumstances and accordingly this summary is necessarily general in nature and the information in this Information Memorandum may not be relied upon by any person.

Taxation of Distributions

The Fund is intended to be resident in Australia for income tax purposes. The Fund should not generally be liable for income tax at the Fund level, as it intends to distribute all the distributable income of the Fund to Unitholders each year. To the extent permissible under applicable tax laws, the Fund does not intend to pay any tax on behalf of Unitholders.

A Unitholder's share of the taxable income (inclusive of capital gains) of the Fund for each year ended 30 June should be included as assessable income in the Unitholder's tax return for that year, even if the distribution is reinvested as additional Units in the Fund in the next tax year.

Distributions may represent realised gains on disposal of investments as well as dividend income. Each year Unitholders will be sent a tax statement that will indicate the composition of their income distributions from the Fund.

To the extent that the Unitholder receives a distribution of cash in excess of the taxable income, the excess may result in a tax deferred distribution. The distribution of this amount will not be assessable to the Unitholder. The non-assessable amount will instead be treated as a reduction to the cost base of the Units for capital gains tax purposes. Where the cost base is reduced to nil, the excess amount will be treated as a capital gain.

Taxation of Disposal of Units

A Unitholder who disposes of Units in the Fund (by way of redemption or transfer or otherwise) may be subject to income tax on any gain arising, calculated as the difference between the capital proceeds and the cost base of the Units. However, this capital gain may be subject to a capital gains discount if the Units have been held for more than 12 months. For individuals, this discount factor is equal to 50%.

Tax File Number and ABN

Unitholders may provide their Tax File Number (TFN) to the Trustee and Administrator at the time of applying for Units or advise of any applicable TFN exemption. Alternatively, if the Unitholder is investing in the Fund on behalf of an enterprise, the Unitholder may quote an Australian Business Number (ABN). It is not compulsory for a Unitholder to quote a TFN, exemption or ABN, but if they do not then the Trustee and Administrator will be required to deduct tax from any income distribution payable to the Unitholder at the maximum personal tax rate plus Medicare levy and any other applicable government charges.

Australian Good and Services Tax

GST should not be payable on the issue and redemption of Units in the Fund nor the resulting income distributions to Unitholders. Fees, charges and commissions payable in respect of the management of the Fund may include a GST component. The Fund should generally be able to claim input tax credits

and/or reduced input tax credits for any GST paid.

Foreign Account Tax Compliance Act

In compliance with the United States income tax laws commonly referred to as the Foreign Account Tax Compliance Act (FATCA) and the Intergovernmental Agreement signed by the Australian Government in April 2014 in relation to FATCA, the Fund will be required to provide information to the Australian Taxation Office in relation to:

- investors that are United States citizens or residents;
- entities controlled by United States persons;
- financial institutions that do not comply with FATCA. Where Unitholders do not provide appropriate information to the Fund, the Fund will also be required to report those accounts to the Australian Taxation Office.

The Attribution Managed Investment Fund (AMIT) regime

In 2016, the Australian Government introduced a new regime dealing with the income tax treatment of a Managed Investment Trust. This new regime can be applied by the Fund from its inception (or for any subsequent year), if the Fund qualifies as an Attribution MIT (" AMIT ") for that year of income and qualifies to make an election to apply the new regime. An election to apply the new regime is irrevocable. The Fund has made an election to become an AMIT from the 2018-2019 financial year.

Offshore Investors

This Information Memorandum may only be received within Australia; however, if a Unitholder who receives this Information Memorandum is not an Australian resident for tax purposes, tax may be required to be withheld from distributions of Australian sourced income at the prescribed rates. Such Unitholders may also be subject to the tax laws in the country in which they are a tax resident and should consult a taxation adviser before investing in the Fund.

WHAT ELSE DO YOU NEED TO KNOW?

Fund Constitution

This Fund has a Constitution which provides the framework for its operation, as well as setting out certain rights, duties and obligations of Terra Capital Natural Resource Fund Pty Ltd as Trustee and investors. The principal provisions of the Constitution include those dealing with:

- the duration of the Trust including termination, and the duties and obligations of, and their delegation by, the Trustee;
- investment, borrowing and valuation powers and procedures;
- fees and recoverable expenses, and the limiting of the Trustee's liability and its right of indemnification;
- modification to the Constitution and investor meetings;
- removal of the Trustee;
- the calculation, entitlement to and distribution of income and proceeds of the Trust on termination; and
- unit issue and withdrawal mechanisms.

The Constitution of this Fund binds all investors in the Fund. With the exception of where we have specifically stated that the statements in this Information Memorandum override the Constitution, (for example, that you will be charged lower fees than the Constitution allows), the provisions of the Constitution will prevail over statements in this Information Memorandum, should there be any inconsistency.

The Constitution of the Terra Capital Natural Resources Fund can be amended by the Trustee in accordance with the Constitution. In addition, members of the Trust can amend the Constitution by passing a special resolution.

We have endeavoured to explain the operation of the Fund, in general terms, in this Information Memorandum. In doing so, we have summarised and paraphrased important provisions of the Constitution. We have not attempted to summarise all of these provisions, therefore should you wish for more detailed information about how the Fund works, you should refer to the Constitution. Copies of the Constitution are available free of charge on request from Terra Capital Natural Resource Fund Pty Ltd.

Can you transfer your investment to someone else?

Yes. All you need to do is send us a stamped transfer form, which has been signed by both you and the person to whom you want to transfer your investment. Terra Capital Natural Resources Fund Pty Ltd can exercise its discretion and refuse to register any transfer. A refusal to accept a transfer would generally only occur where the transferee does not meet the sophisticated or professional investor test.

Stamp duty and capital gains tax may arise from a transfer. Please email; info@terracapital.com.au for further information and a transfer form.

What happens if the Fund is terminated?

The Fund may be terminated by Terra Capital Natural Resource Fund Pty Ltd after giving notice to investors of the Fund. In the event that the Fund is terminated, the assets will generally be converted to cash and the proceeds, after allowing for all liabilities of the Fund (actual and anticipated, including any unpaid fees) will be distributed to investors, in proportion to the number of Units held by each investor.

What is your liability as an investor?

The liability of an investor is limited to the amount, if any, which remains unpaid in relation to the investor's application for their Units. This is subject to the situation where Terra Capital Natural Resource Fund Pty Ltd are entitled to be indemnified by an investor to the extent that Terra Capital Natural Resource Fund Pty Ltd incur certain expenses that are referable to the investor (for example, payments of tax that are referable to that investor) or to the investor's application, application monies or Units. Joint investors are

jointly and severally liable in respect of all payments including payments of tax.

Should the Fund be unable to meet its debts, once it has exhausted all of its assets, the ultimate liability of investors to creditors has not been finally resolved by the Australian Courts.

What are your rights as an investor?

Each investor's beneficial interest in the Fund is divided into Units. An investor does not own or have a right to any Fund assets, nor do you have the right to influence how an asset should be dealt with, either during the life of the Fund or upon its termination. As an investor your principal rights include the rights to:

- Receive income;
- Redeem your investment; and
- Participate in investor meetings.

Meeting of Investors

Investor meetings may be called in accordance with the Fund's Constitution.

The Trustee may convene a meeting of investors at any time, determine the time and place at which a meeting of investors will be convened and the manner in which the meeting will be conducted. As an investor in the Fund you are entitled to attend meetings of investors in the Fund and cast your vote. However, you are bound by a resolution of investors, whether or not you vote or are present at the meeting. All investors on the register of the Fund have voting rights.

Investors in the Terra Capital Natural Resources Fund have:

- on a show of hands - 1 vote; and
- on a poll -1 vote for each Unit held in the Fund.

Complaints

Any complaints should be directed to info@terracapital.com.au The Trustee will work towards a response within 24 hours of receiving the complaint.

Retirement by the Trustee

In the case of the Terra Capital Natural Resources Fund, Terra Capital Natural Resource Fund Pty Ltd may retire as trustee on at least 14 days'' notice to investors (or such shorter period as they agree) and must retire when required by law.

Powers of the Trustee

Terra Capital Natural Resource Fund Pty Ltd has all the powers that it is possible to confer on a trustee. These include the power to borrow (whether or not on security) and to incur all types of obligations and liabilities. Terra Capital Natural Resources Fund Pty Ltd may appoint agents and delegates.

The Trustee's right of indemnity

Terra Capital Natural Resource Fund Pty Ltd and their respective officers and agents are entitled to be indemnified out of the assets of the Fund against all expenses, losses and liabilities that are incurred by it in properly performing or exercising any of its respective powers or duties in relation to the Fund.

Interest Rate Risk

Changes in official interest rates can directly and indirectly impact on investment returns. Generally, an increase in interest rates has a contractionary effect on the state of the economy and thus the valuation of stocks.

Counterparty Risk

Counterparties are used by the Fund when it enters into financial transactions. The Fund could be negatively affected by such parties defaulting on their financial obligations either because they become insolvent or cannot or do not otherwise meet their obligations to the Fund. A party defaulting on its obligations could subject the Fund to substantial losses because the Fund will still be required to fulfil its obligations on any other transactions or contracts.

Liquidity risk:

Whilst the Fund is primarily exposed to securities listed on the Australian Securities

Exchange and other global securities exchanges which are generally considered liquid, under extreme market conditions there is a risk that investments cannot be readily converted to cash or at an appropriate price. There is a risk that the Fund may have to sell assets at a substantial loss in these circumstances in order to meet its obligations within required timeframes.

Concentration risk:

The Fund's performance is heavily dependent on the performance of the resources sector. The Fund will be less diversified than more balanced funds and there is a greater risk negative returns, particularly over the short to medium term.

Unlisted securities risk:

The Fund may have exposure to securities that are not listed on a securities exchange. Unlisted securities may have higher risk of loss and may be difficult to value and sell due to their unlisted nature.

Market risk:

An investment in the Fund exposes you to securities markets. Movements in various markets due to the economic or political conditions, as well as investor sentiment, will result in the value of your investment moving up or down.

Fund risk:

Risks particular to the Fund include that it could terminate (for example, at a date we decide), the fees and expenses could change (although we would always give you at least 30 days' notice if fees were to increase), we could be replaced as responsible entity and our management and staff could change. There is also a risk that investing in the Fund may give different results than investing individually because of income or capital gains accrued in the Fund and the consequences of investment and withdrawal by other investors.

Custodian Risk

The Custodian will be responsible for the safekeeping of all the assets which the Custodian has agreed with the Trustee of the Fund to take custody of under the terms of the custody agreement it has entered into with the Fund.

Under the custody agreement, the Custodian is permitted to use sub-custodians and security depositories to hold the assets of the Fund, and the Fund will have no direct right of recourse against those parties. There is a risk that these service providers may not meet their contractual obligations and the Fund will not be able to recover the Fund's assets.

Currency risk

The Fund will invest its assets in Australian and international companies. These investments introduce currency risk to the Fund. A change in the Australian dollar may result in a positive or negative impact on different businesses. The Fund may or may not hedge such positions, and this will be determined on a case by case basis.

Prime broker/Custodian Risk

The Fund's assets are held by prime brokers and custodians. While the Fund holds the economic interest of these assets, the legal title of such assets rests with the prime brokers and custodians. The Fund may not be able to claim the full economic interests promptly if any of these prime brokers and custodians experience financial difficulty. The Fund permits rehypothecation of its assets by its prime broker and custodians. There is a risk that the Fund's assets could be used by the prime brokers and custodians to pay their debts in a bankruptcy or extreme financial difficulty.

Foreign issuer risk:

Investments in foreign companies may decline in value because of sovereign, political, economic or market instability; the absence of accurate information about the companies; risks of unfavourable government actions such as expropriation and nationalisation. Such securities may be less liquid, more volatile, and harder to value. In times of market disruptions (including but not limited to market closures), security prices may be delayed or unavailable. Some countries may have different legal

systems, taxation regimes, auditing and accounting standards with less governmental regulation and transparency. These risks may be higher when investing in emerging markets.

Regulatory and Tax Risk

The value or tax treatment of an investment or the effectiveness of the Fund's investment strategy may be adversely affected by changes in government (including taxation) policies, regulations and laws, or changes in generally accepted accounting policies or valuation methods. Further, there are a number of risks associated with the taxation of the Fund and the rights attached to Units held by investors in the Fund, including:

- The risk that the Fund will be treated as holding its assets on revenue account rather than on capital account, leading to possible higher rates of tax being payable on gains generated by the disposal of assets by the Fund.
- The risk that the Fund may not meet the requirements for it to be considered a Managed Investment Trust (a "MIT") resulting in possible adverse withholding tax consequences for non-Australian resident investors in the Fund, and increasing the risk that the Fund's assets are treated as being held on revenue account, rather than on capital account.
- The risk that the Fund is found not to be a fixed trust, resulting in the Fund not being able to access the tax treatment that otherwise applies to a fixed trust structure.

Conflicts of Interest Risk

There is a risk that as Terra Capital has other fund management mandates in addition to its role as manager of the Fund, it may be placed from time to time in a situation where it has an actual or perceived conflict of interest. Terra Capital has an established conflicts of interest policy to ensure that any actual or perceived conflicts of interests are identified and appropriately managed. The conflicts of interest policy outlines the monitoring, prevention and other compliance measures relating to the management of conflicts of interests. At all times, Terra Capital attempts to prevent or manage conflicts of interests in accordance with this policy; however this policy does not require Terra Capital to avoid conflicts of interest completely.

Payments

Payments to an investor by electronic transfer of funds which are unsuccessful on three (3) occasions may be cancelled, and the money reinvested in units.

The Trustee may deduct from the proceeds of a withdrawal request any money due to the Trustee of the Fund by the investor. The Trustee may also deduct from any amount to be paid, or received, any amount of tax (or an estimate of it) which it is required or authorised to deduct in respect of that payment or receipt by law or under the Constitution of the Fund.

The Trustee may deduct from any application money paid any amount of tax and bank or financial institution charges incurred in respect of that payment before calculating the number of Units to be issued.

Privacy

When you make an application to invest in the Fund, the Investment Manager and the Trustee will collect personal information from you in your application form. The Investment Manager, or Terra Capital Natural Resource Fund Pty Ltd, may also collect additional personal information from you by other means in the future. If you have any questions about the personal information collected you should contact the Investment Manager or Terra Capital Natural Resource Fund Pty Ltd.

By writing to the Investment Manager, or Terra Capital Natural Resource Fund Pty Ltd, you can request access to your personal information which is held by them. They will assess your request in accordance with the Australian Privacy Principles.

The personal information you supply to the Investment Manager or the Trustee is used for the primary purpose of establishing your investment in the Fund. The personal

information will also be used for the related purpose of processing your application, administering your investment, managing the assets comprising your investment, and complying with applicable laws and regulations.

If you do not supply the Investment Manager or the Trustee with all the information they need, they may be unable to establish your investment in the Fund, process your application and/or administer your investment.

The types of organisations the Investment Manager or the Trustee may disclose the information you provide include:

- in the case of both Terra Capital and Terra Capital Natural Resource Fund Pty Ltd, each other;
- with your consent, your adviser and your adviser's dealer group;
- any third-party service provider we may engage to provide custody, administration, technology, auditing, mailing or printing services;
- Government authorities when and to the extent required by law;
- any professional advisers (including legal and accounting firms, auditors, consultants and other advisers).

Anti-Money Laundering

The AML Act regulates financial services and transactions in a way that is designed to detect and prevent money laundering and terrorism financing. The AML Act is enforced by AUSTRAC.

In order to comply with the AML Act, the Trustee, the Administrator and their respective subsidiaries, affiliates, directors, officers, shareholders, employees, agents, permitted delegates and sub-delegates are required to, amongst other things:

- verify the identity and source of application monies of investors and prospective investors before providing services, and to re-identify an investor if it is considered necessary to do so; and
- where an investor or prospective investor supplies documentation relating to the verification of their identity, keep a record of this documentation for 7 years or as required under relevant legislation.

The Trustee, the Administrator and their respective subsidiaries, affiliates, directors, officers, shareholders, employees, agents, permitted delegates and sub-delegates reserve the right to request such information as is necessary to verify the identity of an applicant and the source of the application monies before an application can be processed.

The Trustee, the Administrator and their respective subsidiaries, affiliates, directors, officers, shareholders, employees, agents, permitted delegates and sub-delegates have certain reporting obligations under the AML Act and are prevented from informing the relevant persons that any such reporting has taken place. Where required by law, an entity may disclose the information gathered to regulatory or law enforcement agencies, including AUSTRAC.

The Trustee and the Administrator have implemented a number of measures and controls to ensure they comply with their obligations under the AML Act, including carefully identifying and monitoring investors.

As a result of the implementation of these measures and controls and complying with the AML Act:

- transactions may be delayed, blocked, frozen or refused where required information has not been provided by an investor or there are reasonable grounds to believe that the transaction breaches the law or sanctions of Australia or any other country, including the AML Act;
- where transactions are delayed, blocked, frozen or refused, the Trustee, the Administrator and their respective subsidiaries, affiliates, directors, officers, shareholders, employees, agents, permitted delegates and sub-delegates, to the extent permitted by law, disclaim and exclude all liability (including in negligence) for any loss

or damage or claims arising in any way out of or in connection with their actions or inaction.

GLOSSARY

In this Information Memorandum, unless the context otherwise requires:

$ means Australian dollars
ABN means Australian Business Number
ACN means Australian Company Number
Administrator means Mainstream Fund Services and any replacement administrator appointed by the Trustee of the Fund
AFSL means Australian Financial Services Licence
AML Act means Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)
ASIC means the Australian Securities and Investments Commission
ASX means the Australian Securities Exchange, operated by ASX Limited
Austrac means the Australian Transaction Reports and Analysis Centre
Business Day means a day on which banks are open for business generally in Sydney, New South Wales
Corporations Act means Corporations Act 2001 (Cth)
Custodian means JP Morgan and any replacement custodian appointed by the Responsible Entity of the Fund
Day means calendar day
D&A means depreciation and amortization
EBITDA means earnings before interest, tax, depreciation and amortization
Financial year means a period commencing on 1 July and ending on 30 June in the following year
Fund means the Terra Capital Natural Resources Fund
GST has the meaning given under the A New Tax System (Goods and Services Tax) Act 1999 (Cth)
(1st) Investment Anniversary Date of the Initial Unitholder Investment 12-month period required to elapse before a unitholder may redeem some or all of their investments.
Terra Capital or Investment Manager means Terra Capital Holdings Pty Ltd
Investors includes interested parties or prospective, intending or actual investors in the Fund
Master Custodian means Mainstream Fund Services and any replacement Master Custodian appointed by the Fund
Month means a calendar month
Special Resolution means the approval of a resolution of Unitholders hat has been passed by at least 75% of the votes cast by Unitholders entitled to vote on the resolution
Trustee means Terra Capital Natural Resources Fund Pty Ltd (ABN 99 608 953 868) and any replacement Responsible Entity of the Fund
Fund Constitution means the fund constitution establishing the Fund dated 30 November 2015, as amended
TFN means Tax File Number
Unit means an ordinary Unit in the Fund

Unitholder means a person entered into the register of the Fund as a holder of Units in the Fund

Address: **Level 12 Suite 02, 25 Bligh Street Sydney NSW 2000**
email: **info@terracapital.com.au**

FUND PARTICULARS

Trustee for Unit Holders	Terra Capital Natural Resource Fund Pty Ltd Level 12, Suite 02 25 Bligh Street Sydney NSW 2000 Phone: +61 414 656 101
Directors of the Investment Manager and the Trustee	Jeremy Bond Matthew Langsford
Investment Manager	Terra Capital Holdings Pty Ltd Level 12, Suite 02 25 Bligh Street Sydney NSW 2000 Phone: +61 2 9252 2518 www.terracapital.com.au
Fund Custodian	J.P. Morgan Chase Bank, N.A. (Sydney Branch) Level 18 85 Castlereagh Street Sydney NSW 2000
Administrator of the Fund	Apex Group Ltd Level 10, 12 Shelley Street Sydney NSW 2000
Auditors of the Fund	Pitcher Partners Level 22 MLC Centre 19 Martin Place Sydney NSW 2000