



The Trust Company (RE Services) Limited

ABN: 45 003 278 831, AFSL: 235150



Qualitas Real Estate Income Fund

ARSN: 627 917 971

ASX ANNOUNCEMENT

25 July 2019

QUALITAS REAL ESTATE INCOME FUND (ASX: QRI) DISTRIBUTION REINVESTMENT PLAN

The Trust Company (RE Services) Limited (ABN 45 003 278 831) (**Responsible Entity**), part of Perpetual Limited, is the responsible entity for the Qualitas Real Estate Income Fund ARSN 627 917 971 (**QRI**). The Responsible Entity has established a Distribution Reinvestment Plan (**DRP**) for QRI.

The DRP is a convenient way for unitholders to increase their holding of units in QRI by allowing them to automatically reinvest all or part of their cash distributions in additional units, without incurring brokerage, commissions or other transaction costs.

The fund units to be initially issued under the DRP are to be issued at NAV for 31 July 2019.

The Responsible Entity expects to make distributions on a monthly basis. For such distributions, it is expected the record date will be the last ASX trading day of each month and the last day for electing into the DRP will be 5.00pm (Melbourne, time) at the relevant DRP Election Date. Units issued under the DRP in respect of a monthly distribution will be issued at NAV for the last day of the month

Unitholders who have not provided bank account details for the payment of Cash Distributions by the DRP Election Date will be deemed to have elected to reinvest all their Cash Distributions in additional Units in QRI in accordance with the DRP.

We attach a copy of the rules of the QRI DRP to this announcement.

Yours sincerely,
The Trust Company (RE Services) Limited
as Responsible Entity for the Qualitas Real Estate Income Fund

Martin Farr
Senior Corporate Clients Manager, Perpetual

About Qualitas Real Estate Income Fund

The Qualitas Real Estate Income Fund (“**Trust**” or “**QRI**”) seeks to provide monthly income¹ and capital preservation by investing in a portfolio of investments that offers exposure to real estate loans secured by first and second mortgages, predominantly located in Australia.

About the Manager

QRI Manager Pty Ltd is the Manager of the Trust, and is wholly owned by the Qualitas Group (“**Qualitas**”).

Established in 2008, Qualitas has a 10-year track record in the real estate sector and currently manages approximately \$2.3 billion in committed capital. Comprising over 70 investment and fiduciary professionals, Qualitas has a disciplined approach to generating strong risk-adjusted returns for its investors.

Qualitas' investment strategies include senior and mezzanine debt, preferred and ordinary equity investments in real estate development, value-add, repositioning, special situations and other opportunistic transactions.

About the Trust Company (RE Services) Limited

The Responsible Entity of the Trust is The Trust Company (RE Services) Limited, a wholly owned member of the Perpetual Group (“**Perpetual**”). Perpetual has been in operation for over 130 years and is an Australian public company that has been listed on the ASX for over 50 years.

Investor Queries

General

Phone: +61 3 9612 3900 | Email: gri@qualitas.com.au

Trust website: www.qualitas.com.au/listed-investments/QRI

Unit Registry

Phone: 1300 402 177 | Email: qualitas@atomicgroup.com.au

Website: www.atomic.com.au

Notices and disclaimers

1. This communication has been issued by The Trust Company (RE Services) Limited (ACN 003 278 831) (AFSL 235150) as responsible entity of The Qualitas Real Estate Income Fund (ARSN 627 917 971) (Fund) and has been prepared by QRI Manager Pty Ltd (ACN 625 857 070) (AFS Representative 1266996 as authorised representative of Qualitas Securities Pty Ltd (ACN 136 451 128) (AFSL 34224)).
2. This communication contains general information only and does not take into account your investment objectives, financial situation or needs. It does not constitute financial, tax or legal advice, nor is it an offer, invitation or recommendation to subscribe or purchase a unit in QRI or any other financial product. Before acting on any information contained in this communication, you should consider whether it's appropriate to you, in light of your objectives, financial situation or needs.
3. While every effort has been made to ensure the information in this communication is accurate; its accuracy, reliability or completeness is not guaranteed and none of The Trust Company (RE Services) Limited (ACN 003 278 831), QRI Manager Pty Ltd (ACN 625 857 070), Qualitas Securities Pty Ltd (ACN 136 451 128) or any of their related entities or their respective directors or officers are liable to you in respect of this communication. Past performance is not a reliable indicator of future performance.

¹ There is no guarantee the Trust will meet its Investment Objective. The payment of monthly cash income is a goal of the Trust only

This Distribution Reinvestment Plan (**DRP**) is dated 25 July 2019.

Disclaimer

This DRP has been prepared for general information purposes only and whilst every care has been taken in relation to its accuracy, no warranty is given or implied. Further, you should consider obtaining professional guidance from your stockbroker, solicitor, accountant or other professional adviser if you have any questions about any of the matters contained in this DRP. The Trust Company (RE Services) Limited does not guarantee or warrant the future performance of the Qualitas Real Estate Income Fund (**QRI**), the return on an investment in QRI, the repayment of capital or the payment of distributions.

Disclaimer to New Zealand Unitholders

This DRP does not constitute a New Zealand product disclosure statement or other disclosure document and has not been registered, filed with or approved by any New Zealand regulatory authority under or in connection with the *Financial Markets Conduct Act 2013* (NZ). Participation by unitholders resident in New Zealand in the DRP is open only to persons to whom financial products may be offered in New Zealand pursuant to the Financial Markets Conduct (Incidental Offers) Exemption Notice 2016 (or any replacement of that notice).

The taxation treatment of Australian financial products is not the same as for New Zealand financial products. The offer of units in QRI under the DRP may involve a currency exchange risk as they will be quoted on the ASX in Australian dollars.

If you are uncertain about whether this investment is appropriate for you, you should seek the advice of an appropriately qualified financial adviser.

OUTLINE OF THE DISTRIBUTION REINVESTMENT PLAN

The Distribution Reinvestment Plan (**DRP**) is a convenient way for you to increase your holding of fully paid ordinary units (**Units**) in Qualitas Real Estate Income Fund (**QRI**) by allowing you to automatically reinvest all or part of your cash distributions in additional Units, without incurring brokerage, commissions or other transaction costs.

The DRP is not available to holders of Units in QRI (**Unitholders**) with a registered address outside Australia or New Zealand.

If you wish to participate in the DRP, you must either:

- (a) complete and lodge the DRP Electronic Election Form by logging into your holding and downloading the Form at <https://investor.automic.com.au>, or by requesting a copy of the Form from Automic Pty Ltd (**Unit Registrar**) on 1300 420 177 within Australia or +61 2 8022 8575 from outside Australia, or via email at qualitas@automicgroup.com.au, or via live webchat available at www.automic.com.au.
- (b) complete the DRP Application Form which is available from the Unit Registrar and return it to the Unit Registrar at Automic Pty Ltd, Level 5, 126 Phillip Street Sydney, NSW, 2000.

A Participant may at any time vary the level of participation (but not the Terms and Conditions of the participation) in the DRP by completing and returning to the Unit Registry a further Change of Distribution Election Form or making a further Electronic Election specifying the variation to be made in the level of participation. The variation in the level of participation will take effect from the date of receipt of that further Change of Distribution Election Form by the Unit Registry or further Electronic Election is lodged.

Change of Distribution Election Form

1.1 A Change of Distribution Election Form must be in a form approved by the Responsible Entity or in a form otherwise acceptable to the Responsible Entity.

1.2 If a Change of Distribution Election Form is completed by an individual or a body corporate under a power of attorney, the power of attorney under which it is signed or a certified copy of that power of attorney must accompany the Change of Distribution Election Form unless the power of attorney has previously been noted by the Responsible Entity.

1.3 A completed Change of Distribution Election Form received by the Unit Registry to participate in the DRP or to vary the level of participation or to terminate participation in the DRP is not effective in respect of a Distribution unless it is received prior to the DRP Election Date for that Distribution.

1.4 Formal notice by way of a Change of Distribution Election Form remains in force until:

- (a) the Participant formally varies or terminates the Participant's participation in the DRP in accordance with these Terms and Conditions; or
- (b) the Responsible Entity terminates the DRP, whichever occurs earlier.

Electronic Elections

2.1 An Electronic Election may be lodged electronically by logging into your online account at <https://investor.automic.com.au>.

2.2 An Electronic Election lodged with the Unit Registry to participate in the DRP or to vary the level of participation or to terminate participation in the DRP is not effective in respect of a Distribution unless it is received prior to the DRP Election Date for that Distribution.

2.3 An Electronic Election will:

- (a) not be taken to have been lodged unless it is validly completed;
- (b) be taken to be signed by the relevant Unitholder or, if applicable, joint holders of Units; and
- (c) be taken to be received by the Unit Registry at the time of its electronic lodgement.

Completed DRP Application Forms must be received by the Unit Registrar, or DRP Electronic Elections must be lodged by the relevant DRP Election Date.

You may nominate part or all of your unitholding for participation in the DRP. Your nominated participation will apply to all subsequent distributions until varied by you.

If you do not wish to participate in the DRP, you are not required to take any action and will continue to receive your distributions in the form of cash only.

While this document outlines the main features of the DRP, it is not intended to provide financial, taxation or legal advice. As Unitholders have different financial needs and taxation circumstances, you should choose your form of distribution carefully.

If you are not sure which distribution option is best for your needs, you should consult your own financial, taxation or legal advisers.

Enquiries

If you have any enquiries about the DRP and how you can participate, please contact the Unit Registrar.

A copy of the rules of the DRP is also available for inspection on the QRI website:
www.qualitas.com.au/listed-investments/QRI

QUESTIONS AND ANSWERS

Defined terms in this section have the same meanings as the terms in the DRP Terms and Conditions which accompanies this document.

Who can participate?

All Unitholders may participate in the DRP unless a Unitholder has a registered address outside of Australia and New Zealand.

Is participation optional?

Yes. Participation is optional.

How can I participate in the DRP?

If you wish to participate in the DRP, you must either:

- (a) complete and lodge the DRP Electronic Election Form by logging into your holding on <https://investor.automic.com.au>; or
- (b) complete the DRP Application Form which is available from the Unit Registrar and return it to the Unit Registrar.

Completed Application Forms must be received by the Registrar or Electronic Elections must be lodged by the relevant DRP Election Date for the relevant Distribution to be effective for that and future Distributions. The Responsible Entity has an overriding discretion to refuse to accept Units for participation in the DRP and to suspend or withdraw Units from participation.

Do I have to reinvest all of my Units?

If you decide to participate, you have two choices for your level of participation:

1. **Full participation:** Additional Units will be issued instead of the Cash Distribution otherwise payable on all the Units you hold; or
2. **Partial participation:** Additional Units will be issued instead of the Cash Distribution otherwise payable based on the number of Units you have elected to participate in the DRP. The Cash Distribution on the remaining (Non-Participating) Units will be paid to you by electronic transfer.

If a DRP Application Form or DRP Electronic Election does not specify the number of fully paid Units that are to be Participating Units in the DRP, you will be deemed to have applied to become a Full Participant in the DRP.

You will be bound by the Terms and Conditions of the DRP as they exist from time to time.

Do new Units acquired by me or issued under the DRP automatically participate?

This will depend on your level of participation in the DRP.

If you have elected full participation, then new Units acquired by you and issued under the DRP will automatically participate.

If you have elected partial participation, then any new Units acquired by you and issued to you will not participate unless you complete a new DRP Application Form or new DRP Electronic Election Form.

What happens if I have more than one unitholding?

You will need to lodge a separate DRP Application Form or separate DRP Electronic Election for each separate unitholding and correctly identify the unitholding.

How can I vary my participation in the DRP?

If you wish to change the level of your participation in the DRP, or to withdraw from the DRP, you must complete the variation or withdrawal sections (as the case may be) of the DRP Application Form and send it to the Unit Registrar or lodge the DRP Electronic Election by logging into your holding on <https://investor.automic.com.au>.

The DRP Application Form notifying the variation or withdrawal must be received by the Unit Registrar, or DRP Electronic Election must be lodged by, 5:00 pm (Melbourne time) on the DRP Election Date if a change in your level of participation is to be recorded for that Distribution and subsequent Distributions.

At what price will the Units under the DRP be issued?

Additional Units to be issued to you under the DRP in respect of a monthly distribution will be issued to you at NAV as at the last day of the month and in the case of the first issue of Units under the DRP as at 31 July 2019.

What fees will be charged on the issue of Units under the DRP?

You will not be charged brokerage fees, commission, stamp duty or any other costs for any issue of Units under the DRP.

How do Units under the DRP rank?

All Units issued to you under the DRP will rank equally in every respect with the existing issued fully paid Units.

Can I sell my Units when I choose?

You may sell your Units participating in the DRP or acquired under the DRP at any time but when the Units are sold they will be automatically withdrawn from the DRP on registration of the transfer. If you sell your units then your right to participate in the DRP cannot be transferred on sale.

If you have elected partial participation, and you sell some or all of your Units, the Units you sell will reduce, first, the number of your Non-Participating Units and, secondly, the number of your Participating Units unless you have varied your participation in the DRP by notice to the Registrar.

How does taxation apply?

If you are an Australian resident, then Distributions reinvested under the DRP will, under current Australian income tax laws, continue to be assessable for income tax in the same manner as if you had received those Distributions in cash.

The Responsible Entity does not take any responsibility for any taxation liabilities of Unitholders. The Responsible Entity strongly recommends that you obtain professional advice with respect to your taxation position.

Can the DRP be modified, suspended, terminated or reinstated?

The Responsible Entity may, at its discretion at any time, resolve to:

- (a) vary the DRP and any agreement concerning the DRP;
- (b) suspend the operation of the DRP; or

- (c) terminate the DRP.

The Responsible Entity will give written notice to you if the DRP is at any time varied, suspended or terminated. Additionally, if the Responsible Entity decides to terminate the DRP, termination will not be effective until one month after notice of that decision is forwarded to you.

How do I keep track of my participation in the DRP?

If you participate in the DRP, the Responsible Entity will send to you after each Distribution Payment Date a statement detailing all relevant information concerning your involvement in the DRP, which includes the following:

- (a) the number of Units participating in the DRP;
- (b) your entitlement to the Cash Distribution;
- (c) the number and price of Units issued under the DRP; and
- (d) the amount and extent to which the Distribution is taxable (if known at that time).

This statement is also available electronically by logging into your holding on <https://investor.automic.com.au>.

Terms and Conditions of the Distribution Reinvestment Plan

1. Defined terms

1.1 In this DRP, the following words and expressions have the meanings indicated unless the contrary intention appears.

Application Form means a form (as approved by the Responsible Entity) by which:

- (a) a Unitholder may apply to join the DRP; or
- (b) a Participant may apply to vary the level of, or withdraw from, participation in the DRP.

ASIC Relief has the meaning given in the Constitution.

ASX means ASX Limited or the financial market known as the Australian Securities Exchange conducted by it, as the context requires.

Business Day has the meaning given to it in the ASX Listing Rules.

Cash Distribution means a Distribution payable to a Participant in respect of its Participating Units wholly in cash and, in the case of a Distribution payable only partly in cash, that part of the Distribution which is payable in cash.

Constitution means the constitution of the Fund, as amended or repealed and replaced from time to time.

Distribution means a distribution declared or otherwise to be paid in respect of Units by the Responsible Entity.

Distribution Calculation Date has the meaning given in the Constitution.

Distribution Payment Date means the date on which a Distribution is paid by the Responsible Entity.

DRP means the Fund Distribution Reinvestment Plan, as amended, modified or substituted from time to time.

DRP Election Date means 5:00 pm (Melbourne time) on the date that the Responsible Entity determines to be the last date for a Participant to apply to participate in the DRP.

DRP Statement means the statement referred to in clause 9.

Electronic Election means an electronic DRP election (as approved by the Responsible Entity) by which:

- (a) a Unitholder may apply to join the DRP; or
- (b) a Participant may apply to vary the level of, or withdraw from, participation in the DRP.

Full Participant means a Participant who, for the time being, participates in the DRP in respect of all the Units of which the Participant is registered as the holder, including Units subsequently acquired by the Unitholder whether under the DRP or otherwise.

Fund means Qualitas Real Estate Income Fund ARSN 627 917 971.

Limited Participant means a Participant who, for the time being, participates in the DRP in respect of some, but not all, of the Units of which the Participant is registered as the Unitholder.

Listing Rules means the listing rules for the time being of ASX.

Manager means QRI Manager Pty Ltd ACN 625 857 070.

NAV means, in respect of a Unit for a Trading Day, the Net Asset Value as at the relevant Trading Day (as defined in the Constitution) divided by the number of Units which are on issue or are to be issued as at 5:00pm (Melbourne time) on that Trading Day.

Non-Participating Units means any Units of which a Participant is registered as the Unitholder which are not subject to the DRP.

Participant means a Unitholder who is accepted as a participant in the DRP.

Participating Distribution means in respect of a Participant, the total Cash Distribution payable to that Participant reduced by any amount, including withholding tax, where appropriate, which the Fund is required to or may deduct for any reason from the Cash Distribution payable to that Participant.

Participating Units means Units of which a Participant is registered as the Unitholder that are subject to the DRP.

Record Date means, in relation to a Distribution, the time and date determined by the Responsible Entity for the purpose of determining entitlements to that Distribution.

Responsible Entity means The Trust Company (RE Services) Limited ABN 45 003 278 831.

Terms and Conditions means the terms and conditions of the DRP, as amended, modified or substituted from time to time.

Trading Day means a business day as defined in the Listing Rules.

Unit means a fully paid unit in the Fund.

Unit Price means, in relation to a Distribution, subject to the Listing Rules and any applicable ASIC Relief:

- (a) subject to paragraph (b), the amount determined by the Responsible Entity in respect of that Distribution; or
- (b) if the Responsible Entity has not determined such an amount, the NAV as at the last day of the calendar month for the Distribution period in respect of that Distribution.

Unit Registrar means Automic Pty Ltd ACN 152 260 814.

Unitholder means a person registered as the holder of one or more Units.

- 1.2 Words importing gender include the masculine, feminine and neuter genders and the singular includes the plural and vice versa.
- 1.3 Headings are included for convenience only and will not affect the construction or interpretation of the DRP.

2. The DRP

- 2.1 The DRP is a method by which Unitholders may elect to receive additional Units in substitution for Cash Distributions declared or authorised for payment by the Responsible Entity in respect of all or part of the Units of which the Unitholders are registered.
- 2.2 Participation by Unitholders in the DRP is optional and is not transferable.
- 2.3 Unitholders who have not provided bank account details for the payment of Cash Distributions by 5.00pm (Melbourne time) on the first business day after the record date will be deemed to have elected to reinvest all their Cash Distributions in additional Units in the Fund in accordance to the DRP.

3. Eligibility

- 3.1 Subject to clauses 3.2 and 3.3, all Unitholders whose registered address is in Australia or New Zealand are eligible to participate in the DRP.
- 3.2 A Unitholder will not be able to participate in the DRP until receipt by the Responsible Entity from the Unitholder of an Application Form or Electronic Election.
- 3.3 The Responsible Entity may in its absolute discretion accept or refuse to accept in whole or in part any Application Form or Electronic Election. Without limiting the generality of the above, the

Responsible Entity may from time to time determine that the right to participate in the DRP is not available to Unitholders:

- (a) who have registered addresses in a country or place where participation in the DRP would or may be unlawful or if any other formality under the laws of that country or place cannot reasonably or practicably be complied with by the Responsible Entity at a cost that is acceptable to the Responsible Entity; or
 - (b) whose participation in the DRP might lead to foreign persons or associates of foreign persons acquiring a substantial interest or an aggregate substantial interest in the Fund in breach of the *Foreign Acquisitions and Takeovers Act 1975* (Cth).
- 3.4 If the Responsible Entity refuses an Application Form or Electronic Election, the Responsible Entity must notify the relevant Unitholder of the refusal as soon as practical afterwards. The Responsible Entity will not be obliged to state reasons for the refusal of an Application Form or Electronic Election.
- 3.5 A Unitholder is solely responsible for obtaining any government or regulatory approvals and consents necessary for that Unitholder to participate legally in the DRP.

4. Levels of Participation

4.1 Unitholders may, in their Application Form or Electronic Election, nominate one of the following levels of participation:

(a) **Full participation**

A Unitholder may nominate all Units registered in the name of that Unitholder, including Units subsequently acquired by the Unitholder whether under the DRP or otherwise, to participate in the DRP. If a Unitholder's Application Form or Electronic Election is accepted, that Unitholder will be admitted as a Full Participant.

(b) **Limited participation**

A Unitholder may nominate a specific number of Units held in the name of that Unitholder to participate in the DRP. If a Unitholder's Application Form or Electronic Election is accepted, that Unitholder will be admitted as a Limited Participant in respect of the nominated Units only.

- 4.2 Unitholders will on acceptance of their Application Form or Electronic Election by the Responsible Entity participate in the DRP only to the extent they have elected to participate under clause 4.1.
- 4.3 If the Responsible Entity receives a completed Application Form or Electronic Election from a Unitholder where the level of participation is not clearly specified, the DRP election will be deemed to be a request that all Units held by the Unitholder participate in the DRP.
- 4.4 A Participant may at any time vary the level of participation (but not the Terms and Conditions of the participation) in the DRP by completing and returning to the Unit Registrar a further Application Form or making a further Electronic Election specifying the variation to be made in the level of participation. The variation in the level of participation will take effect from the date of receipt of that further Application Form or further Electronic Election.

5. Application Form

- 5.1 An Application Form must be in a form approved by the Responsible Entity or in a form otherwise acceptable to the Responsible Entity.
- 5.2 If an Application Form is completed by an individual or a body corporate under a power of attorney, the power of attorney under which it is signed or a certified copy of that power of attorney must accompany the Application Form unless the power of attorney has previously been noted by the Responsible Entity.
- 5.3 A completed Application Form received by the Unit Registrar to participate in the DRP or to vary the level of participation or to terminate participation in the DRP is not effective in respect of a Distribution unless it is received prior to the DRP Election Date for that Distribution.

- 5.4 Formal notice by way of an Application Form remains in force until:
- (a) the Participant formally varies or terminates the Participant's participation in the DRP in accordance with these Terms and Conditions; or
 - (b) the Responsible Entity terminates the DRP, whichever occurs earlier.

6. Electronic Elections

- 6.1 An Electronic Election may be lodged electronically on <https://investor.automic.com.au>.
- 6.2 An Electronic Election lodged with the Unit Registrar to participate in the DRP or to vary the level of participation or to terminate participation in the DRP is not effective in respect of a Distribution unless it is received prior to the DRP Election Date for that Distribution.
- 6.3 An Electronic Election will:
- (a) not be taken to have been lodged unless it is validly completed;
 - (b) be taken to be signed by the relevant Unitholder or, if applicable, joint holders of Units; and
 - (c) be taken to be received by the Unit Registrar at the time of its electronic lodgement.

7. Operation of the DRP

- 7.1 The Participating Distribution must be applied by the Responsible Entity on the Participant's behalf in subscribing for additional Units in accordance with clause 7.3.
- 7.2 The price at which each Unit is issued under the DRP in respect of a Participating Distribution is the Unit Price.
- 7.3 The Responsible Entity will establish and maintain a DRP account for each unitholding account of each Participant. At the time of each Distribution Payment Date, the Responsible Entity will for each Participant:
- (a) determine the Participating Distribution payable in respect of the Participating Units which may be reinvested under the DRP;
 - (b) credit the amount in paragraph 7.3(a) above to the Participant's DRP account;
 - (c) determine the maximum whole number of Units, priced in accordance with clause 7.2, which can be acquired under this DRP by using the amount in the Participant's DRP account (if a fraction results from the application of this clause, the result will be rounded down to the nearest whole number); and
 - (d) on behalf of and in the name of the Participant, subscribe for or arrange the purchase and transfer of the number of Units determined under paragraph 7.3(c) above and debit the aggregate price of those Units against the balance in the Participant's DRP account.

8. Units issued under the DRP

- 8.1 Subject to the Constitution, all Units issued under the DRP:
- (a) will be issued on or about the time of the Distribution Payment Date to which the Distribution relates; and
 - (b) rank equally in every respect with the existing issued Units.
- 8.2 The Responsible Entity will make the application and take all steps necessary for official quotation of all new Units issued under the DRP on the ASX immediately after they are issued.

9. DRP Statements

The Responsible Entity will send to each Participant as soon as practical following each Distribution Payment Date a DRP Statement detailing the following information:

- (a) the number of Units of the Participant in the DRP as at the relevant DRP Election Date;
- (b) the amount of the Distribution and Cash Distribution payable on each Participating Unit;
- (c) if applicable, the amount of withholding tax and any other amount which has been deducted from the Cash Distribution payable on the Participating Units;
- (d) the total available Participating Distribution payable on the Participating Units;
- (e) the number of Units to be issued to the Participant under the DRP and the date of issue of those Units;
- (f) the Unit Price of each Unit to be issued to the Participant under the DRP;
- (g) the amount and extent to which the Distribution is taxable (if known at the time);
- (h) subject to any unit transactions in the intervening period, the total number of Units of the Participant participating in the DRP after the Distribution; and
- (i) such other information as the Responsible Entity may at any time and from time to time determine.

10. Costs to Participating Unitholders

- 10.1 No brokerage, commission or other transaction costs will be payable by Participants on Units acquired under the DRP.
- 10.2 If the existing legislation changes so that at the date of any issue, any stamp duty is payable in respect of the issue, the amount of such stamp duty will be paid by the Participant to whom the Units are issued and will be debited to that Participant's DRP account.

11. Variation to Participation in the DRP

Subject to clause 5.3, a Participant may at any time vary participation (but not the Terms and Conditions of the participation) in the DRP by completing and returning to the Unit Registrar a further Application Form or making a further Electronic Election specifying the variation the Participant wishes to make.

12. Acquisition and Sale of Units by Participants

- 12.1 Where a Participant is a Full Participant:
 - (a) all Units issued or transferred to a Full Participant under the DRP will be added to the number of Participating Units unless a further Application Form notifying the Responsible Entity to the contrary has been delivered to the Unit Registrar or a further Electronic Election has been made; and
 - (b) any further Units acquired (by whatever means) by a Full Participant automatically become Participating Units on being registered in the Full Participant's name.
- 12.2 Where a Participant is a Limited Participant:
 - (a) unless advised by the Limited Participant to the contrary, if a Limited Participant sells or transfers, the Units sold or transferred will, first, reduce the number of Non-Participating Units and, secondly, the number of Participating Units; and
 - (b) if by the acquisition of any further Units (by whatever means), the number of Units held by a Limited Participant increases to a number greater than the original nominated number of Participating Units held, the excess of Units over the original nominated number of Participating Units are taken to be Non-Participating Units unless otherwise notified by a further Application Form delivered to the Unit Registrar or a further Electronic Election has been made by the Limited Participant.

13. Termination of Participation

- 13.1 Subject to clause 5.3, a Participant may at any time terminate participation in the DRP by completing and returning to the Unit Registrar a further Application Form, or making a further Electronic Election indicating the Participant's wish to terminate participation in the DRP.
- 13.2 Subject to clause 5.3, a Participant will be deemed to have terminated their participation in the DRP:
- (a) on receipt by the Unit Registrar of an Application Form or an Electronic Election in accordance with clause 13.1;
 - (b) on registration of a transfer or disposal of all of their Participating Units;
 - (c) on termination of the DRP by the Responsible Entity in accordance with clause 14;
 - (d) on receipt by the Responsible Entity of the notice of death, bankruptcy or liquidation of the Participant; or
 - (e) on the Participant ceasing to be eligible for participation in the DRP, for example by changing their registered address to an ineligible country.
- 13.3 For the purposes of clause 13.2, the death of any one of two or more joint Unitholders will automatically terminate the participation of the remaining Unitholder or joint Unitholders. The remaining Unitholder or Unitholders may recommence their participation in the DRP by completing and returning to the Unit Registrar an Application Form or making an Electronic Election to do so.
- 13.4 A Unit which has ceased to be a Participating Unit is not prohibited from subsequently becoming again subject to the DRP.
- 13.5 Where a Participant ceases to participate in the DRP for any reason, the Responsible Entity must pay to the Participant (at a time and in a manner determined by the Responsible Entity) any positive balance in the Participant's DRP account.

14. Modification and Termination by the Responsible Entity

- 14.1 The Responsible Entity may at its discretion at any time resolve to:
- (a) vary the DRP and any agreement relating to the DRP;
 - (b) suspend the operation of the DRP; or
 - (c) terminate the DRP.
- 14.2 Any variation, suspension or termination made in accordance with clause 14.1:
- (a) subject only to clause 14.4, is effective from the date of resolution or otherwise from the date determined by the Responsible Entity; and
 - (b) does not give rise to any liability on the part of or right of action against the Fund or the Responsible Entity.
- 14.3 The Responsible Entity must give written notification to the Participants of any variation, termination or suspension of the DRP.
- 14.4 Termination of the DRP is not effective prior to a date at least one month after the date on which notice is given by the Responsible Entity to the Participants of their intention to terminate the DRP.
- 14.5 If the Responsible Entity varies these Terms and Conditions, the Participants continue to participate under the modified DRP unless the Responsible Entity is notified by a Participant to the contrary by a further Application Form or by a further Electronic Election.
- 14.6 The accidental omission to give notice of any variation, suspension or termination of the DRP to any Participant or the non-receipt of any notice by any Participant does not invalidate the variation, suspension or termination of the DRP.

15. Disputes

The Responsible Entity has absolute discretion to resolve any dispute concerning the DRP in the manner it sees fit or to adopt any administrative procedures as it deems appropriate. The decision of the Responsible Entity will be final and binding on the Participants.

16. Taxation

Neither the Fund nor the Responsible Entity, its officers, employees, representatives or agents take any responsibility or assume any liability for the taxation liabilities of Participants. Specific taxation advice from professional advisers should be obtained by the Participants.

17. Notices

- 17.1 Notices to the Responsible Entity are only effective if in writing and in such form as the Responsible Entity directs or accepts from time to time and sent to the Unit Registrar at:

Automic Pty Ltd
Level 5/126 Phillip Street
Sydney NSW 2000

or such other address as is notified by the Responsible Entity from time to time.

18. General

- 18.1 The DRP will not apply in any case where, in accordance with the Constitution or otherwise by law, the Responsible Entity is entitled by law to retain all or part of a Distribution payable in respect of Units which a Participant has nominated as participating in the DRP or where the Responsible Entity is entitled to a charge over those Units or over any relevant Distribution payable.

19. Governing Law

The DRP, the Terms and Conditions and the operation of the DRP are governed by the laws of New South Wales, Australia.

Directory

Fund

Qualitas Real Estate Income Fund

ARSN 627 917 971

Responsible Entity

The Trust Company (RE Services) Limited

ACN 003 278 831

Level 18

123 Pitt Street

Sydney NSW 2000

AFS Licence No 235 150

Manager

QRI Manager Pty Ltd

ACN 625 857 070

Governor Macquarie Tower

Level 23

1 Farrer Place

Sydney NSW 2000

Unit Registrar

Automic Pty Ltd

Level 5

126 Phillip Street

Sydney NSW 2000