



Interposed Sub-Trust's IMA – Required information for ASX Listing

MCP Master Income Trust

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1. Background

- 1.1 The ASX has considered and accepted the application to admit the MCP Master Income Trust (the **LIT**) to the official list of ASX and to quote its securities, subject to the satisfaction of certain conditions precedent.
- 1.2 Condition 2.2.10 requires the LIT to provide a statement setting out information relating to the Interposed Sub-Trust's Investment Management Agreement (**Interposed Sub-Trust IMA**).
- 1.3 The Interposed Sub-Trust IMA is an investment management agreement in relation to the MCP Wholesale Investments Trust (the **Sub-Trust**) between The Trustee Company Limited, as Trustee of the Sub-Trust (**Trustee**) and Metric Credit Partners Pty Ltd (**Investment Manager**).
- 1.4 The following table sets out the requisite information to be provided to the ASX.

2. Key information

Item	Statement	Comments
1.	<p>A summary of the services to be provided by the Investment Manager, including a description of:</p> <p>(a) any investment mandate that the Investment Manager must follow in performing the agreed services; and</p> <p>(b) any performance benchmark that the Investment Manager must endeavour to meet, or will be measured against, in performing agreed services and the consequences (if any) of that benchmark not being met.</p>	<p>(a) The Investment Manager must invest and manage portfolio of the Sub-Trust in accordance with the Interposed Sub-Trust IMA.</p> <p>(b) The Investment Manager will be responsible for managing the investments of the Sub-Trust. The Sub-Trust will invest in certain funds of which the Investment Manager also manages (Wholesale Funds). The Wholesale Funds invest directly in a diversified portfolio of corporate fixed income via direct lending to Australian companies.</p> <p>(c) The Investment Manager anticipates that the Sub-Trust's investments in the Wholesale Funds will typically involve long term commitments of 5 to 10 years given the nature of the investments of the Wholesale Funds which can have terms of up to 15 years. The investment in the Wholesale Funds by the Sub-Trust will not be measured against a performance benchmark.</p>
2.	<p>Information relating to the term of the Interposed Sub-Trust IMA including:</p> <p>(a) the duration of the Interposed Sub-Trust IMA;</p> <p>(b) whether the Interposed Sub-Trust IMA may be</p>	<p>Duration: The initial term is the period commencing on the listing date and ending on the tenth anniversary of the listing date.</p> <p>Renewal and Approval: The Interposed Sub-Trust IMA can be renewed. The Investment Manager may, at its absolute and unfettered discretion, request that the Trustee call and arrange to hold a meeting of Unitholders</p>



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	renewed or extended at the end of its term and, if so, the procedures for that to occur;	to consider and, if appropriate, approve a resolution renewing the Term of the Interposed Sub-Trust IMA for a further period of up to 10 years with such 10 year period to commence on the date of the resolution (Renewal Resolution).
(c)	whether security holder approval is required, or will be sought, before the Trustee renews or extends the Interposed Sub-Trust IMA; and	Furthermore every year, commencing on the fifth year of the initial term, the term will automatically extend by one year (One Year Extension) unless prior to the end of the relevant year:
(d)	how the Trustee proposes to manage its assets or business after the Interposed Sub-Trust IMA expires.	<p>(a) unitholders with at least 5% of the units on issue request that the Trustee call and arrange to hold a meeting of unitholders to consider a resolution to not permit the One Year Extension (Non-Renewal Resolution); and</p> <p>(b) unitholders pass the Non-Renewal Resolution.</p> <p>From the date the Non-Renewal Resolution is considered at a meeting of the unitholders:</p> <p>(a) if the Non-Renewal Resolution is approved by the unitholders, the term of the Interposed Sub-Trust IMA will be the initial term plus any One Year Extension that was not previously the subject of a Non-Renewal Resolution being passed by unitholders; and</p> <p>(b) if the Non-Renewal Resolution is not approved by the Unitholders, the term will be automatically extended by the One Year Extension.</p> <p>Management after expiry: The Investment Manager may deal with the portfolio for up to 30 business days from the effective date of termination of the Interposed Sub-Trust IMA in order to vest control of the portfolio in the Trustee (or as the Trustee may otherwise direct in writing) and during that time the Investment Manager:</p> <p>(a) subject to the consent of the Trustee, may enter transactions to settle or otherwise extinguish or offset obligations incurred by or on behalf of the Trustee or the Investment Manager in relation to the portfolio before that date;</p> <p>(b) must, with respect to obligations not capable of settlement before transfer of the portfolio, create provision for such contingent liability as will arise, notify the Trustee of that provision, and the Trustee must use reasonable endeavours to procure that the custodian holds sufficient assets of the portfolio to satisfy that liability;</p> <p>(c) may instruct the custodian (directly or if an administrator has been appointed, indirectly through the administrator) to deduct from the portfolio costs, charges and expenses due to the date on which the transfer of the portfolio is</p>

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		<p>effected if, after giving 10 business days' notice to the Trustee of its intention to so direct the custodian, the Trustee has not objected, and all charges and expenses incurred in the actions envisaged by this clause;</p> <p>(d) must deliver to the Trustee (or as the Trustee reasonably directs) all records which may reasonably be required by the Trustee in respect of the portfolio;</p> <p>(e) may, after consultation with the Trustee, pay or cause to be paid to the Trustee (or as the Trustee otherwise directs) the net realisable value of any shares listed on a foreign exchange or any prescribed interest in a scheme or an interest in a managed investment scheme promoted by the Investment Manager or the proportion of any asset which is held jointly and is indivisible; and</p> <p>(f) may deal with the portfolio in accordance with instructions from a new manager appointed by the Trustee.</p> <p>The Trustee must take all necessary steps to facilitate the transfer of the portfolio from the Investment Manager.</p>
3.	<p>Information relating to the exclusivity of the Interposed Sub-Trust IMA including:</p> <p>(a) whether the Trustee is precluded from appointing someone else to provide services of the kind being provided by the Investment Manager; and</p> <p>(b) whether the Investment Manager is precluded from providing management services to anyone else of a similar kind to those being provided to the Trustee.</p>	<p>The Trustee agrees not to appoint any other person to perform any of the services in respect of the Trust during the term of the Interposed Sub-Trust IMA.</p> <p>The Investment Manager may from time to time perform similar investment, management and administration services for itself and other persons to the services performed in respect of the Sub-Trust.</p>
4.	<p>The consideration to be paid or provided by the Trustee to the Investment Manager under the Interposed Sub-Trust IMA, however it is characterised and whether or not it is in the form of a cash payment.</p>	<p>Fees: While the Investment Manager is entitled to a management fee of 0.25%pa, at present the Investment Manager will not charge a fee for the services provided under the Interposed Sub-trust IMA.</p> <p>Reimbursement: The Trustee is liable for and must reimburse out of the assets of the Sub-Trust all taxes, costs, charges (including negative interest rate charges provided those charges are reasonably incurred) and expenses properly incurred by the Investment Manager in connection with the investment and management of the portfolio or the acquisition, disposal or maintenance of any investment of the portfolio or in acting under the Interposed Sub-Trust IMA. This includes all custodian</p>

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		<p>and clearing house fees, brokerage fees and excludes Taxes incurred by the Manager in respect of income of the Manager or in acting under the Interposed Sub-Trust IMA. This also excludes in-house administration costs of the Investment Manager, its agents and affiliates in the nature of rent for premises, computer charges, salaries, research costs and like expenses.</p> <p>The Trustee is liable for and must reimburse out of the assets of the Sub-Trust all costs, charges and expenses properly incurred by the Investment Manager in connection with any administrative services performed in respect of the Sub-Trust by or on behalf of the Investment Manager of its duties under the Interposed Sub-Trust IMA.</p> <p>Termination entitlements: Upon termination, the Investment Manager must be paid by the Trustee an amount equal to the aggregate of:</p> <ul style="list-style-type: none"> (a) any accrued (as at the date of termination) and unpaid management fees within 20 business days after effective termination; and (b) if the Interposed Sub-Trust IMA is terminated in accordance with the right to terminate after initial term or the allowed circumstances for the manager, an amount calculated by the Investment Manager equal to: <ul style="list-style-type: none"> (i) the management fee calculated over a 12 month period; or (ii) if there is no management fee, the aggregate management fees that the Investment Manager is entitled to receive in respect of the Wholesale Funds calculated over a 12 month period, <p>payable within 20 business days after effective termination.</p>
5.	<p>Information relating to the termination of the Interposed Sub-Trust IMA including:</p> <ul style="list-style-type: none"> (a) the circumstances in which the Trustee has the right to terminate the Interposed Sub-Trust IMA; (b) the circumstances in which the Investment Manager has the right to terminate the Interposed Sub-Trust IMA; (c) the procedures that must be followed by either party when terminating the 	<p>Trustee: In circumstances where Metrics Credit Partners Pty Ltd ACN 150 646 996 (Listed Fund Manager) is removed as manager of the LIT and the Trustee does not compulsorily redeem the unitholders' units in accordance with the Interposed Sub-Trust trust deed at the time the Listed Fund Manager is removed, the Trustee must terminate the Interposed Sub-Trust IMA by giving to the Investment Manager not less than 3 months written notice of the termination (Termination Notice). If the Listed Fund Manager is removed as manager by unitholders in the LIT passing a resolution in accordance with the LIT investment management agreement, the Trustee must provide the Manager with the Termination Notice on the date the resolution is passed.</p> <p>It is the intention of the Trustee to terminate the Interposed Sub-Trust IMA by giving to the Investment Manager 3 months written notice of the termination.</p>

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	<p>Interposed Sub-Trust IMA; and</p> <p>(d) how the Trustee proposes to manage its assets or business if the Interposed Sub-Trust IMA is terminated before its expiry</p>	<p>The Trustee may terminate the Interposed Sub-Trust IMA at any time by written notice to the Investment Manager if:</p> <p>(a) a receiver, receiver and manager, administrator or similar person is appointed to the Investment Manager;</p> <p>(b) the Investment Manager:</p> <p>(i) goes into liquidation (other than for the purposes of a reconstruction or amalgamation on terms previously approved in writing by the Trustee);</p> <p>(ii) ceases to carry on business in relation to its activities as an investment manager; or</p> <p>(iii) breaches any provision of the Interposed Sub-Trust IMA, or fails to observe or perform any representation, warranty or undertaking given by the Investment Manager and the Investment Manager fails to correct such breach or failure within 20 Business Days of receiving notice in writing from the Trustee specifying such breach or failure; or</p> <p>(c) relevant law requires the Interposed Sub-Trust IMA be terminated.</p> <p>Investment Manager:</p> <p>(a) The Investment Manager may terminate the Interposed Sub-Trust IMA by giving to the Trustee not less than 3 months written notice of termination of the Interposed Sub-Trust IMA (or such other period of notice as the parties agree). It is the intention of the Investment Manager to terminate the Interposed Sub-Trust IMA by giving to the Trustee 3 months written notice of the termination.</p> <p>(b) The Investment Manager may terminate the Interposed Sub-Trust IMA at any time by written notice to the Trustee, if:</p> <p>(i) a receiver, receiver and manager, administrative receiver or similar person is appointed with respect to the assets and undertakings of the Trustee;</p> <p>(ii) the Trustee:</p> <p>(A) goes into liquidation (other than for the purposes of a reconstruction or amalgamation on terms previously approved in writing by the Manager);</p> <p>(B) ceases to carry on business; or</p>

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		<p>(C) breaches any provision of the Interposed Sub-Trust IMA, or fails to observe or perform any representation, warranty or undertaking given by the Trustee under the Interposed Sub-Trust IMA and the Trustee fails to correct such breach or failure within 10 business days of receiving notice in writing from the Investment Manager specifying such breach or failure;</p> <p>(c) relevant law requires the Interposed Sub-Trust IMA to be terminated; or</p> <p>(d) a person other than the Investment Manager or an associate of the Investment Manager acquires a relevant interest in units where because of the acquisition that person's or someone else's voting power in the Trust exceeds 50%.</p> <p>Management after termination: The Investment Manager may deal with the portfolio for up to 30 business days from the effective date of termination of the Interposed Sub-Trust IMA in order to vest control of the portfolio in the Trustee (or as the Trustee may otherwise direct in writing) and during that time the Investment Manager:</p> <p>(e) subject to the consent of the Trustee, may enter transactions to settle or otherwise extinguish or offset obligations incurred by or on behalf of the Trustee or the Investment Manager in relation to the portfolio before that date;</p> <p>(f) must, with respect to obligations not capable of settlement before transfer of the portfolio, create provision for such contingent liability as will arise, notify the Trustee of that provision, and the Trustee must use reasonable endeavours to procure that the custodian holds sufficient assets of the portfolio to satisfy that liability;</p> <p>(g) may instruct the custodian (directly or if an administrator has been appointed, indirectly through the administrator) to deduct from the portfolio costs, charges and expenses due to the date on which the transfer of the portfolio is effected if, after giving 10 business days' notice to the Trustee of its intention to so direct the custodian, the Trustee has not objected, and all charges and expenses incurred in the actions envisaged by this clause;</p> <p>(h) must deliver to the Trustee (or as the Trustee reasonably directs) all records which may reasonably be required by the Trustee in respect of the portfolio;</p>

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		<p>(i) may, after consultation with the Trustee, pay or cause to be paid to the Trustee (or as the Trustee otherwise directs) the net realisable value of any shares listed on a foreign exchange or any prescribed interest in a scheme or an interest in a managed investment scheme promoted by the Investment Manager or the proportion of any asset which is held jointly and is indivisible; and</p> <p>(j) may deal with the portfolio in accordance with instructions from a new manager appointed by the Trustee.</p> <p>The Trustee must take all necessary steps to facilitate the transfer of the portfolio from the Investment Manager.</p>
6.	<p>Information relating to the amendment of the Interposed Sub-Trust IMA including:</p> <p>(a) the procedures for making any amendments to the Interposed Sub-Trust IMA; and</p> <p>(b) whether security holder approval is required, or will be sought, for any material amendment to the Interposed Sub-Trust IMA.</p>	<p>The Interposed Sub-Trust IMA may be amended in writing by the parties.</p>
7.	<p>Information relating to powers and discretions under the Interposed Sub-Trust IMA including:</p> <p>(a) the powers and discretions the Investment Manager will have under the Interposed Sub-Trust IMA (including, in particular, any powers it may have to acquire new assets for, or to dispose of assets of, the Trustee); and</p> <p>(b) the powers and discretions retained by the Trustee under the Interposed Sub-Trust IMA (including, in particular, any powers it may have to acquire new assets for, or to dispose of assets of, the Investment Manager)</p>	<p>Investment Manager: The Investment Manager has the powers of a natural person to deal with the assets of the portfolio including those powers that the Trustee may delegate to the Investment Manager pursuant to the Sub-Trust deed and to do all things and execute all documents necessary for the purpose of managing the portfolio.</p> <p>The Investment Manager may appoint or rely on its existing appointments of, any broker to act in relation to the portfolio or any part of the portfolio on behalf of the Sub-Trust.</p> <p>The Investment Manager must not without the prior written consent of the Trustee (which may be expressed in the Interposed Sub-Trust IMA):</p> <p>(a) delegate any of its discretionary management powers under the Interposed Sub-Trust IMA;</p> <p>(b) charge or encumber in any way (other than as arises by lien in the ordinary course of business or by statutory charge) any asset in the portfolio;</p> <p>(c) delegate any of its duties, responsibilities, functions and powers, or appoint any other person to perform the services or do anything that the Investment Manager is authorised to do under the Interposed Sub-Trust IMA (all of whom will be</p>

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		<p>considered to be an agent of the Manager, and any such agent must be appointed in writing and on similar terms as the Manager under the Interposed Sub-Trust);</p> <p>(d) permit the acquisition, disposal, transfer or any other dealing of any part of the portfolio from, to or with (as the case may be) a related party of the Investment Manager;</p> <p>(e) authorise the payment of any fees and expenses from the portfolio;</p> <p>(f) enter into derivatives in relation to the Sub-Trust</p> <p>(g) perform any broking function in relation to the portfolio or appoint any broker to act on behalf of the Trustee in relation to the portfolio, other than a broker or counterparty appearing on an approved list previously agreed between the Investment Manager and the Trustee; or</p> <p>(h) engage, or engage a third party to engage, in securities lending in relation to the portfolio (in which case the Investment Manager must provide a copy of the proposed policy and any set limits to the Trustee for its approval).</p> <p>The Investment Manager must first notify the Trustee when it proposes to invest in, deal with or engage the services of the Investment Manager's related bodies corporate.</p> <p>The Trustee must within a reasonable time call a meeting of unitholders to consider and, if appropriate, approve any Renewal Resolution or any Non-Renewal Resolution.</p>
8.	<p>Information relating to management of potential conflicts including:</p> <p>(a) if the Investment Manager is permitted to provide management services to someone else of a similar kind to those being provided to the Trustee, what processes will the Investment Manager have in place to protect the confidentiality of information related to the Trustee and its assets under management and to manage any potential conflicts that may arise between the interests of its various clients;</p>	<p>Confidentiality: The Investment Manager will sign a compliance certificate which confirms that they have adequate compliance measures in place, including risk management systems and conflicts of interest policies. It also confirms that they maintain appropriate segregation of duties.</p> <p>Related parties: At present the Investment Manager does not intend to engage related parties to provide ancillary services to the Interposed Sub-Trust. If the Investment Manager were to engage a related party it would only do so on arm's length terms in accordance with the Interposed Sub-Trust IMA.</p> <p>Under the IMA the Investment Manager must first notify the Responsible Entity when it proposes to invest in, deal with or engage the services of the Investment Manager's related bodies corporate. A related party to the Investment Manager may only charge fees, brokerage and commissions if and only if they are in the ordinary course of business and either on arm's length terms or on</p>

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	<p>(b) if the Investment Manager is empowered to engage a related party to provide ancillary services (for example, to provide brokerage or advisory services in relation to any acquisition or disposal of assets), what processes will be in place to ensure that this power is properly exercised and that any fees charged to the Trustee for the provision of those ancillary services are appropriate and reasonable; and</p> <p>(c) what processes will be in place to manage the potential conflicts if the Investment Manager proposes to the Trustee that it acquire assets from; or dispose of assets to, the Investment Manager or an associate of the Investment Manager</p>	<p>terms that are more favourable to the Responsible Entity than arm's length terms.</p> <p>Under the Interposed Sub-Trust IMA the Investment Manager is also required to account to the Responsible Entity on request for any monetary benefits, fees or commissions received by the Investment Manager or any related body corporate of the Manager in relation to the investment of the assets of the Interposed Sub-Trust.</p> <p>Conflicts of interest: Pursuant to the Interposed Sub-Trust IMA the Investment Manager must not without the prior written consent of the Responsible Entity permit the acquisition, disposal, transfer or any other dealing of any part of the portfolio of the Interposed Sub-Trust from, to or with (as the case may be) a related party of the Investment Manager.</p> <p>Any consent provided by the Responsibility Entity would only be provided after considering the Responsible Entity's duties under the Corporations Act 2001 (Cth) and the best interests of unitholders in the Interposed Sub-Trust.</p> <p>Furthermore under the Interposed Sub-Trust IMA the Investment Manager may invest in or deal with the Investment Manager's related bodies corporate or other divisions of the Investment Manager engaged in separate business activities which are entitled to charge fees, brokerage and commissions if and only if they are in the ordinary course of business and either on arm's length terms or on terms that are more favourable to the Responsible Entity than arm's length terms. The Investment Manager must first notify the Responsible Entity when it proposes to invest in or deal with the Investment Manager's related bodies corporate.</p>
9.	Information relating to other material terms	<p>Indemnity: The Trustee must indemnify the Investment Manager against any direct losses or liabilities reasonably incurred by the Investment Manager arising out of, or in connection with, and any costs, charges and expenses incurred in connection with, the Investment Manager or any of its officers or agents acting under the Interposed Sub-Trust IMA or on account of any bona fide investment decision made by the Investment Manager or its officers or agents except insofar as any loss, liability, cost, charge or expense is caused by the negligence, fraud, dishonesty of the Investment Manager or its officers, employees or supervised agents or the Investment Manager's breach of the Interposed Sub-Trust IMA or any act or omission of the Investment Manager or any of its officers, employees or supervised agents that causes the Trustee to be liable to unitholders for which the Trustee has no right of indemnity from the Sub-Trust. This obligation continues after the termination of the Interposed Sub-Trust IMA.</p>