INFORMATION MEMORANDUM
FOR THE ISSUE OF REDEEMABLE PREFERENCE SHARES

JANUARY 2023

WEALTHPOOL GROUP

WEALTHPOOL
GROUP

Wealthpool Group aims to provide access to a regular income stream as part of our detailed lending strategy.

As a boutique, non-bank entity – we are directly accountable to you, our investors. We exist to provide a stable passive income solution to support your financial future.

WEALTHPOOL GROUP

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IMPORTANT INFORMATION

GENERAL

For the purposes of this document, this Information Memorandum will be referred to as either "the Information Memorandum" or "this Information Memorandum".

This Information Memorandum is dated 15th January 2023.

The Offer is only available to persons who qualify as wholesale clients (as defined in section 761G of the Corporations Act) or sophisticated investors (as defined in section 761GA of the Corporations Act) "Eligible Investors".

ELECTRONIC INFORMATION MEMORANDUM

This Information Memorandum is distributed electronically. Applications for Redeemable Preference Shares may only be made on the Application Form attached to this Information Memorandum. Instructions on how to apply for Shares are set out in sections 2 and 17 of this Information Memorandum and on the back of the Application Form.

USING THIS INFORMATION MEMORANDUM

Persons wishing to subscribe for Shares offered by this Information Memorandum should read this Information Memorandum in its entirety in order to make an informed assessment of the assets and liabilities, financial position and performance, profits and losses, and prospects of the Company and the rights and liabilities attaching to the Shares offered pursuant to this Information Memorandum. If persons considering subscribing for Shares offered pursuant to this Information Memorandum have any questions or queries, they should obtain financial advice by consulting their stockbroker, solicitor, accountant or other professional adviser for such advice.

No person is authorised to give any information or make representations about the Offer, which is not contained in this Information Memorandum. Information or representations not contained in this Information Memorandum must not be relied on as authorised by the Company, or any other person, in connection with the Offer.

SPECULATIVE INVESTMENT

The Shares offered pursuant to this Information Memorandum should be considered highly speculative. There is no guarantee that the Shares offered pursuant to this Information Memorandum will make a return on the capital invested, that dividends will be paid on the Shares or that there will be an increase in the value of the Shares in the future – in certain circumstances you may lose some or all of your investment.

Prospective investors should read this Information Memorandum in its entirety and carefully consider whether the Shares offered pursuant to this Information Memorandum are an appropriate investment for them in light of their personal circumstances, including their financial and taxation position. Persons considering applying for Shares pursuant to the Information Memorandum should obtain professional advice from an accountant, stockbroker, lawyer or other adviser before deciding whether to invest.

FORWARD-LOOKING STATEMENTS

This Information Memorandum contains forward-looking statements which are identified by words such as "believes", "estimates", "expects", "targets", "intends", "may", "will", "would", "could", or "should" and other similar words that involve financial risks and uncertainties.

These statements are based on an assessment of present economic and operating conditions, and on a number of assumptions regarding future events and actions that, as at the date of this Information Memorandum, are considered reasonable.

Such forward-looking statements are not guarantees of future performance and involve known and unknown risks, uncertainties, assumptions and other important factors, many of which are beyond the control of the Company and/or the Directors of the Company. Key risk factors associated with an investment in the Company are detailed in the Key Information section at page 7 as well as Section 7. These and other factors could cause actual results to differ materially from those expressed in any forward-looking statements.

The Company has no intention to update or revise forward-looking statements, or to publish prospective financial information in the future, regardless of whether new information, future events or any other factors affect the information contained in this Information Memorandum, except where required by law.

The Company cannot and does not give any assurances that the results, performance or achievements expressed or implied in the forward-looking statements contained in this Information Memorandum will actually occur and investors are cautioned not to place undue reliance on these forward-looking statements.

INTERNATIONAL OFFER RESTRICTIONS

The distribution of this Information Memorandum in jurisdictions outside Australia may be restricted by law. Seek advice on and observe any restrictions. This Information Memorandum is not an Offer in any place where, or to any person to whom, it would not be lawful to make the Offer.

DEFINED TERMS

Some terms used in this Information Memorandum are defined in the Glossary at page 57.

PRIVACY

If you complete an Application Form, you will be giving Wealthpool personal information. The company may collect, hold and use that personal information to assess your application and to communicate and provide services to you as a Shareholder. Wealthpool may disclose such information to its agents, service providers and government bodies.

CURRENCY

Monetary amounts shown in this Information Memorandum are expressed in Australian dollars unless otherwise stated.

PHOTOGRAPHS AND DIAGRAMS

Photographs used in this Information Memorandum without descriptions are only for illustration. The people shown are not endorsing this Information Memorandum or its contents. Diagrams used in this Information Memorandum may not be drawn to scale. The assets depicted in photographs in this Information Memorandum are not assets of the Company unless otherwise stated.

THIS DOCUMENT IS IMPORTANT AND SHOULD BE READ IN ITS ENTIRETY

CORPORATE DIRECTORY

OFFICE ADDRESS

Wealthpool Group Limited
Level 19, 644 Chapel Street,
South Yarra, Vic. 3141

POSTAL ADDRESS

Wealthpool Group Limited
Level 19, 644 Chapel Street,
South Yarra, Vic. 3141

CONTACT DETAILS

Phone: 0409 163 490
Email: rob@mywealthpool.com.au
Website: http://www.wealthpoolgroup.com.au

DIRECTORS

Hiram Ng
Peter Blauw
Robert Parton

COMPANY SECRETARY

Robert Parton

DEVELOPMENT MANAGEMENT TEAM

CDH Commercial

LENDING REVIEW COMMITTEE

Hiram Ng
Peter Blauw
Robert Parton

AUDITOR

Lindsay James Brown FCA
Company auditor number 8226
Firm: Lindsay Brown & Associates
Level 1, 250 Bay Street,
Brighton, Vic 3186

WEALTHPOOL GROUP

LETTER FROM THE BOARD

Dear Investor,

On behalf of the Board, I have great pleasure in offering you the opportunity to invest in Wealthpool Group “Wealthpool”.

Wealthpool has been established to operate as a property related lending company providing an opportunity for investors seeking to access the returns available from property development projects, without requiring the personal expertise to manage the developments themselves. Wealthpool specialises in funding real estate developments located primarily in Victoria’s inner-suburban and growth corridor areas.

Wealthpool seeks to achieve returns for investors by lending to development projects that meet the strict lending criteria set by the Company, which is set out in this Information Memorandum.

Real estate and Real estate related projects have been a major source of wealth creation for many generations of Australians. However entering a Real Estate related project typically requires large amounts of capital and can also impose a significant risk due to the high capital involved in such projects.

We believe in offering investors a genuine opportunity to take advantage of a sector that has historically been the playground of high net worth investors and private lenders and, in doing so, provides access to the associated benefits including regular returns. Investors will be reliant on the Company management to source suitable borrowers to lend to; and reliant on the success of the projects associated with each loan.

Under this Information Memorandum, Wealthpool is inviting investors to subscribe for up to 50,000,000 Redeemable Preference Shares, at an Offer Price of $1.00 per Share to raise up to $50,000,000 (before Offer costs).

This Information Memorandum contains detailed information about Wealthpool’s operations, financial performance, and management team experience. It also outlines the potential risks associated with this investment. I encourage you to read this document carefully before making an informed investment decision.
I look forward to welcoming you as a Shareholder of Wealthpool.

Yours faithfully,

ROBERT PARTON
Director

KEY INFORMATION

KEY OFFER DETAILS

	MINIMUM SUBSCRIPTION	MAXIMUM SUBSCRIPTION
Offer Price per Share	$1.00	$1.00
Total number of Shares offered under this Prospectus	500,000	50,000,000
Amount to be raised under the Offer	$500,000	$50,000,000
Minimum Investment per Investor (subject to Board discretion)	$50,000 being an Application for 50,000 Shares	

IMPORTANT DATES*

EVENT	DATE
Information Memorandum	15 January 2023
Offer opens	15 January 2023
Offer closes (unless the offer is fully subsribed earlier)	31 March 2024
Monthly cut-off date for applications	5pm on the 25th day of each month
Anticipated date of issue of new Redeemable Prefeence Shares	On the 1st business day of each month
Shareholding statements available	On the 5th business day of each month
Expected Dividend Dates	Quarterly payments due on the 10th business day after the end of each March, June, September and December
Expected Redeemable Prefeence Share Repurchase Date	36 months from the date of each issue

**All dates and times are subject to change and are indicative only. The Company reserves the right to vary these dates and times without notice. It may close the Offer early, withdraw the Offer, or accept late Applications. Applicants are encouraged to submit their Application Forms as soon as possible.*

1. INVESTMENT STRATEGY

This Section is not intended to provide the full information necessary for investors intending to apply for Shares offered pursuant to this Information Memorandum. This Information Memorandum should and must be read and considered in its entirety. The Shares offered pursuant to this Information Memorandum carry no guarantee in respect of return of capital, return on investment, payment of dividends or the future value of the Shares.

FEATURES OF THE OFFER

KEY FEATURE	SUMMARY
THE OFFER	The offer is an initial public offer of 50,000,000 Redeemable Preference Shares, at an offer Price of $1.00 per Share to raise $50,000,000.
BENEFITS	The benefits of investing in the Company include: • Attractive returns • Our objective for the Company is to generate consistent competitive returns for investors, which is commensurate with the risk profile of the Company's loan portfolio. • Quarterly distributions • Distributions will be paid quarterly in arrears, subject to availability. • Defined investment term 36 months. • Direct deposit of distributions • Distributions are automatically deposited to your nominated Australian financial institution • account via electronic funds transfer. • Regular reporting • You can keep track of your investment with regular distribution statements and annual performance reports available on our website. • Experience and expertise of our key management • You will benefit from the expertise and experience of our key management personnel. Information about our Board and Lending Committee, Finance and Development Teams is provided in section 11.
WHAT IS THE INVESTMENT OBJECTIVE?	To provide you with investment exposure to a relatively strong return in the real estate development sector. The key objectives are providing the investor with: • The ability to invest in a Company that provides loans to real estate related opportunities with amounts smaller than would be required if you invested individually; • Distribution of risk across multiple loans; • An investment structure that sees the investor returns being paid out before the develope receives any returns; and • a regular, predictable return distributed quarterly.

KEY FEATURE	SUMMARY
WHAT ARE THE INVESTMENT TERMS?	**INVESTMENT TERM (MONTHS)** 36 months with interest paid quarterly and principal paid back at the end of the investment term. Investors may choose to stay invested at the end of this term but will be offered the opportunity to exit. While the terms of reinvestment are likely to be similar they will be detailed in a new offer document at that time. The Company may also repay investors by doing a Call and paying out the dividends accrued at that date if its loans are repaid sooner. **TARGET DIVIDEND RATE** AMOUNT INVESTED — TARGETED RETURNS $0 - $199,999 — 8% $200,000 - $399,999 — 12% $400,000 + — 14% (Target Dividend Return rate is the percentage per annum distributed pro-rata quarterly). There is no guarantee that the Shares offered pursuant to this Information Memorandum will make a return on the capital invested or that dividends will be paid on the Shares or that there will be an increase in the value of the Shares in the future – in certain circumstances you may lose some or all of your investment. Various risks described in Section 7 and the specific risks in this Investment Overview section could lead to a lower rate of return than the target dividend rate hoped to be achieved.
WHAT ARE REDEEMABLE PREFERENCE SHARES?	Redeemable Preference Shares are shares that, according to their terms of issue, may be redeemed by the Company by paying back the initial issue price to the Shareholder. The Company aims to pay investors who own Redeemable Preference Shares dividends, as defined in section 9.
WHAT ARE THE TAX IMPLICATIONS OF INVESTING IN REDEEMABLE PREFERENCE SHARES?	The tax consequences of any investment in Redeemable Preference Shares will depend upon an investor's particular circumstances. Applicants should obtain their own tax advice prior to deciding whether to invest.
ISSUE PRICE	The Redeemable Preference Shares are being issued at $1.00 each.
FACE VALUE	$1.00 per Redeemable Preference Share,
MINIMUM INVESTMENT PER INVESTOR	Subject to Board discretion. Applications under the offer must be for a minimum of 50,000 Redeemable Preference Shares (total cost of $50,000). Thereafter, Applications must be for multiples of 1,000 Redeemable Preference Shares.

KEY FEATURE	SUMMARY
WHEN WILL I RECEIVE CONFIRMATION THAT MY APPLICATION HAS BEEN SUCCESSFUL?	The Company expects that initial holding statements will be dispatched within seven (7) business days of acceptance of the application.
WHAT RIGHTS AND LIABILITIES ATTACH TO THE SHARES?	The Redeemable Preference Shares will rank equally in all respects with the shares held by the Existing Redeemable Preference Shareholders. The rights and liabilities attaching to all shares are detailed in the Company's constitution and available on request.
NO FRANKING	Dividends are expected to be unfranked.
PRIORITY OF PAYMENTS	Investors under this Offer holding Redeemable Preference Shares will receive their expected dividend and Principal before ordinary shareholders receive any dividends.
WEALTHPOOL'S PRO-FORMA BALANCE SHEET	A summary of Wealthpool's pro-forma balance sheet is set out in Section 8. Investors should read this section carefully. **See Section 8**
WILL WEALTHPOOL PAY A DIVIDEND?	The Board anticipates paying a dividend quarterly (pro-rata). Investors in this offer will receive their expected dividend and principal before ordinary shareholders receive any dividends. **See Section 9**

[1]There is no guarantee that the Shares offered pursuant to this Prospectus will make a return on the capital invested, that dividends will be paid on the Shares or that there will be an increase in the value of the Shares in the future – in certain circumstances you may lose some or all of your investment

KEY RISKS

KEY RISK	SUMMARY
REDEEMABLE PREFERENCE SHARES NOT GUARANTEED	Redeemable Preference Shares are not government guaranteed bank deposits and not guaranteed. The repayment of your investment or rate of return is not guaranteed by Wealthpool or its Directors. Wealthpool will only make dividend payments to Redeemable Preference Shareholders if it earns net income. **WHAT DOES THIS MEAN?** Potential investors should take note that you may lose some or all of your investment. If underlying loans do not deliver expected returns, Company returns may be lower than expected or result in a potential loss of capital. This means investors may receive a lower rate of return than the target return rate. Where property development projects do not perform as forecast, an extension of the investment term beyond 36 months may become necessary or may result in a potential loss of capital. If Wealthpool determines that it is not possible to recover an investment loss by extending the term, it may issue a Call for repurchase of the Redeemable Preference Shares for a value lower than the original issue price.
THE COMPANY MAY REDEEM AN INVESTMENT BY ISSUING A CALL AT ANY TIME	Wealthpool will lend the funds derived under this Offer to real estate development projects. If these projects complete sooner than forecast, they may return money borrowed more quickly. Developers may arrange cheaper sources of capital and refinance to reduce their cost of capital. If a developer does refinance, Wealthpool will allow the Borrower to exit the loan by paying the principal and interest accrued until the date of repayment. If a suitable project that fits our lending mandate is available, then Wealthpool will redeploy the funds to that project. If there are no suitable lending opportunities available, or likely to be available in the immediate future, Wealthpool will pay the dividends accrued until that date and buy back the shares issued to investors under this Offer. The total amount that will be paid to the investors will be based on the Redeemable Preference Share Exit Amount, being the accrued amount plus pending dividends until the date of redemption, plus the original invested amount. **WHAT DOES THIS MEAN?** This means investors may receive their funds sooner than expected, including the dividend proportionate to the time invested however, an investor will not get the full benefit from the expected term.

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KEY RISK	SUMMARY
SCENARIOS WHERE DIVIDEND RETURN MAY BE REDUCED	Wealthpool will be reliant on the performance of the projects it lends to. If these projects fail to deliver expected outcomes, your investment return may be compromised and diminished. Under this Offer, Wealthpool will lend to a variety of real estate developments by way of direct loans. A loss suffered in one loan may impact the overall return available to investors, reducing the total amount available for dividends and capital repayment. Wealthpool intends to provide regular investor updates on the portfolio of development projects it has lent to. **WHAT DOES THIS MEAN?** Potential investors should take note that you may not receive the full level of the target dividend and in certain circumstances may lose some or all of your investment.
RELATED PARTY RISK	The Directors of the Company have been involved in the real estate development sector and have long standing experience or dealings with various industry partners. It may be possible that an opportunity presented for consideration may have connections to the management of the Company. However, each loan will be made on commercial arm's length basis only and any loan which involves any related party dealings will be highlighted to investors as part of the continuous updates the Company provides to investors. Every loan would have to satisfy the lending mandate and go through the lending review committee's strict selection criteria, refer **Section 5**.
PRE-PERMIT, CONSTRUCTION AND DEVELOPMENT LENDING RISKS	Pre-permit, construction and development loans include additional risks when compared to loans over existing improved property, as there is no guarantee that the project will be completed or, if completed, will be worth the projected value attributed to it at the outset. Specific risks associated with providing finance for pre-permit, construction and development activities, include: (a) if the permit is not received as anticipated; (b) unforeseen increases in building or construction costs or other property development expenses occur that result in a shortfall between the funds required by the borrower to complete the works and the amount available under the loan provided by the Company; (c) the funds kept in reserve to complete construction and development become insufficient to meet the costs of completion; and (d) marketing conditions change during the construction process, which adversely affect the sales rates and prices anticipated by the borrower and consequently, the value of the Company's security and borrower's ability to repay the loan. Wealthpool will rely on our due diligence processes to attempt to prevent these issues.

KEY RISK	SUMMARY
SERVICING INTEREST	The ability of Wealthpool to distribute dividends is linked to the ability of development projects to service their debt to Wealthpool. A key risk is that a borrower may not be able to meet interest payments or repay its loan in accordance with the terms of their loan agreement. Default may be caused by a number of factors including a change in a borrower's circumstances, significant economic changes, changes to market conditions or other unforeseen events or circumstances.
OPPORTUNITY AVAILABILITY RISK	There is a risk that Wealthpool will not be able to source suitable property development projects to lend to. The performance of Wealthpool is reliant on the ability of management to identify and lend to these projects. It is also reliant on management and the Lending Review Committee ensuring appropriate due diligence is undertaken prior to the Company approving the loan. Failure by management or the Lending Review Committee to perform these tasks adequately may have a negative effect on the performance of the Company and potentially result in a loss of capital. The Company will endeavour to deploy the invested funds as soon as possible on an ongoing basis.
BORROWER RISK	The Company is reliant on the Borrower to repay the loan and interest in accordance with the terms of each loan. The tightening of the lending criteria from the traditional big banks has meant that many real estate developers have found a gap in the funding they require for their projects, when compared with the amount of funding they may have previously been able to secure from a bank. This gap has provided an opportunity for non-traditional lenders, such as the Company, to facilitate lending to meet the demands of those borrowers. While the borrowers that seek out the Company for loans may not be deemed currently suitable for a traditional bank loan, the Company believes that it has the expertise in place to fully evaluate each borrower and their project to take into consideration these risk factors. Each borrower must satisfy the lending criteria of the Company. The Company believes that meeting these criteria, in conjunction with the overall due diligence process, will assist in managing the overall exposure to borrower risk of defaulting.
SETTLEMENT RISK	The Company may lend to Borrowers with a contract of purchase which requires the purchase on the Land to be settled subsequent to the Company loan being made. If the Borrower is unable to source the required funds to complete the settlement of the land, there is a risk the Borrower may default on the purchase and result in a risk to the Company relating to the ability to recover the loan. In addition to these specific risks, additional general investment risks are specified in Section 7 at Page 28.

2. COMPANY OVERVIEW

WHO IS WEALTHPOOL?	The ability of Wealthpool to distribute dividends is linked to the ability of development projects Wealthpool has been established as a lending company which specialises in providing loans to the developers of real estate primarily in Victoria's inner-suburban and growth corridor areas, but will also consider loans in other regions if the potential returns are compelling and the proposed development is otherwise consistent with Wealthpool's Lending Criteria. Our management and lending team is made up of developers, financiers and property related experts who have experience in identifying and assessing profitable development opportunities.
HOW DOES WEALTHPOOL GENERATE INCOME?	Wealthpool aims to generate income from its loans. Wealthpool aims to generate a profit from lending funds at a higher rate of interest than it pays as a return to investors. There is no guarantee that the Company will achieve the stated income levels. Wealthpool will also generate income by charging an application fee for providing funds to development projects. In addition, the Company may also charge borrowers other loan associated fees such as loan establishment fees, valuation fees, etc.
WHAT IS WEALTHPOOL'S LENDING CRITERIA?	Wealthpool's Lending Criteria is based upon identifying and accessing the credit worthiness of each project while seeking to minimise exposure to development risk. We will do this by: • Identifying real estate developments that fit within the defined lending criteria, refer Section 5 from page 22 onwards and satisfy the Company's due diligence requirements, • Selecting projects with a Development Profit against Costs of at least 20%.
WHAT ARE THE KEY STRENGTHS AND COMPETITIVE ADVANTAGES OF WEALTHPOOL?	The key strengths and competitive advantages of Wealthpool are: • Experienced management team with property-related expertise, • Comprehensive due diligence processes, • Team capabilities to identify real estate development projects that deliver risk adjusted returns for the Company.

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3.PURPOSE OF THE ISSUE AND HOW TO INVEST

3.1 PURPOSE OF THE ISSUE / USE OF FUNDS

The purpose of the issue is to enable the Company to lend the funds raised to various real estate development projects which meet the lending mandate and are approved by the Lending Review Committee of the Company.

3.2.INVESTMENT OBJECTIVE

The Company's investment objective is to generate consistent returns for investors through lending funds to a range of real estate developments. The Company will not be involved in lending for any consumer type personal loans.

The investment objectives include:

- The ability to allow investors to invest in real estate related loans with amounts smaller than would be required if you invest individually;
- Distribution of risk across multiple loans;
- An investment structure that sees the investor returns being paid out before the developer receives any returns; and
- Giving investors a regular, predictable return distributed quarterly

Real estate and related projects can be a good way to invest but the amounts required are typically quite large. In addition the everyday person may not always have access to, nor the expertise to evaluate, the best opportunities in the market which are often presented only to a select group of those in the know and having the ability to deploy substantial amounts of capital.

Wealthpool has an established structure that will allow all investors to participate in lending to real estate development projects. The Company's Lending Review Committee will select which projects to lend to and then lend the funds raised as part of this offer to various projects.

Investors participating in this offer will receive an aggregate return based on the performance of various loans.

Interest associated with each of the loans made by the Company will either be:

- pre-paid by the Borrower; in which case the funds will be held to cover interest payments to Investors and paid to Investors on a quarterly basis, or
- require monthly payments from the Borrower:
  - With monthly repayments, interest will be collected prior to quarterly dividend payments being made to investors.

In the situation in which there is a short term deficit to cover target dividend payments to investors, any shortfall will be accrued and will be payable from future interest receipts of the Company.

The Company aims to charge interest at a higher rate to borrowers than the target dividend rate. In addition, the Company will also charge borrowers other loan associated fees such as loan establishment fees, which the Company believes will more than meet the target dividends.

3.3 CAPITAL STRUCTURE

The effect of the Offer on the capital structure of the Company, assuming all Shares offered under the Information Memorandum are issued, is set out below.

SHARES	NUMBER
Ordinary Shares currently on issue	1
Redeemable Preference Shares to be issued pursuant to the offer	50,000,000

3.4 SUBSTANTIAL HOLDERS

The Ordinary Shares on issue at the date of this Information Memorandum are held by:

SHAREHOLDER	SHARES	%
Robert Norman Parton	1	100

Redeemable Shares on issue at the date of this Information Memorandum are 1,330,330.

In the event all Redeemable Preference Shares are subscribed for, there will be no change to the substantial holders on completion of the Offer.

3.5 HOW DO I INVEST IN THE OFFER?

To invest in the Redeemable Preference Shares, please read this Information Memorandum in full and complete and submit the Application Form referred to in section 18 at Page 64 in accordance with the instructions on that form.

Payment of application money must be made electronically by EFT to our applications account within 48 hours of lodging the Application Form.

NAME OF ACCOUNT	Wealthpool Group
BSB	033-083
ACCOUNT NUMBER	452491
BANK	WESTPAC
REFERENCE NUMBER	Wealthpool <Investor Name> (Include reference while setting up a transfer)

The Application Form also contains details of how to pay your application money by EFT.

When you apply to invest in the Company, your money is held in our applications account until we accept your application. We have an absolute discretion to reject any application and are not required to give a reason. If your application is rejected we will refund all the funds you have transferred to our applications account.

We will only proceed with an Offer where valid applications have been received for the minimum number of Redeemable Preference Shares offered under this Information Memorandum. If valid applications have not been received for the minimum number of Redeemable Preference Shares offered within three months of the date of this Information Memorandum, we will repay all application moneys in their entirety, so that you will not receive less than the amount of your application money, or alternatively extend the offer period subject to compliance with the Corporations Act.

Similarly, if your application is declined, your application money will be returned promptly and you will not receive less than the amount of your application money.

Redeemable Preference Shares will be issued prior to completion of the investment to which this Information Memorandum relates.

Any interest earned on the application money will form part of the assets of the Company.

FURTHER INFORMATION ABOUT THE APPLICATION PROCESS

AML-CTF

As a part of the application, investors will be required to provide client identification materials to comply with Anti-Money Laundering and Counter Terrorism Financing legislation. In addition to the client identification material and documents required to be included with an investor's application form, the Company may require further information or documentation from an investor at any time in order to satisfy obligations under Anti-Money Laundering and Counter Terrorism Financing legislation.

APPLICATION FORM

By completing and submitting the Application Form, applicants provide certain acknowledgements to the Company, such as having read and understood the Information Memorandum and specifically acknowledging the risk factors.

ACCEPTANCE OF APPLICATIONS

The Company may decide in its absolute discretion to accept or reject an investor's application for Redeemable Preference Shares or may decide not to proceed with the investment.

INVESTMENT IN THE COMPANY

Applications to invest in the Company will be processed on a "first come, first served" basis. Depending on the demand for the investment, an investor's investment in the Company may be reduced or refused.

3.6 REPORTING

You will receive written confirmation of your purchase of Redeemable Preference Shares as well as the following regular updates:

- A quarterly update on key investor information, which will include:
  - status updates on the projects that loans have been made to;
  - the terms of all loans made;
  - the repayment status of all loans; and
- An annual periodic statement.

The Company's annual financial statements can, when available, be downloaded from the Wealthpool website at www.mywealthpool.com.au interest receipts of the Company.

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4. REAL ESTATE DEVELOPMENT LENDING

OVERVIEW

While each real estate development project is unique, the process usually follows a set pattern. First the site is identified by the Developer and then it is determined what can be done to develop the site. This can mean putting up new houses, apartments, renovations, subdividing etc. A budget is drawn for the purposes of this exercise which is also described as the feasibility.

In the feasibility all known costs are listed and a projection is made on how profitable the development exercise will be. The proposed plans are then presented to the local council for approvals. Once plans are approved the site is developed and then sold on the market giving the participating investors and developer an exit based on the promised returns and performance of the project.

SPV

Typically in order to isolate the finances of each development, a separate entity is set up that will undertake the development of the project. This entity executes the project and at the end of the project is dissolved. This is also described as a Special Purpose Vehicle or SPV. This SPV can be either be setup as a proprietary company, a public company, or a form of trust relationship, depending on the specific circumstances.

The Developer driving the effort becomes the Director of the SPV and all investors either become shareholders of this SPV or become a 3rd party lender to this SPV depending on the specific investment offer.

This SPV usually owns the land or is involved in a joint venture that gives it the right to develop the land.

The Developer via the SPV will use a combination of their own funds and borrowings to cover the costs required to execute the development project.

FUNDING GAP

Done correctly, real estate development can be quite profitable. However it is also risky and comes with a number of unforeseen circumstances and pitfalls which needs an experienced hand to oversee.

Some Developers may have the right experience and the right real estate development opportunity but they may not have the necessary capital to deploy as their equity. In recent months and years, banks and lenders have been reducing the overall amounts they lend to development projects which means the amount of equity a property developer needs has increased. This has led to what is described as a “funding gap” in the real estate development world.

MEZZANINE FINANCE

The funding gap has led to increased use of what is known as mezzanine finance, involving lenders who will lend beyond what the primary lender will lend for a real estate development project. The interest rates charged are higher than what a senior lender will charge, however the risk is also higher as the senior lender gets paid first.

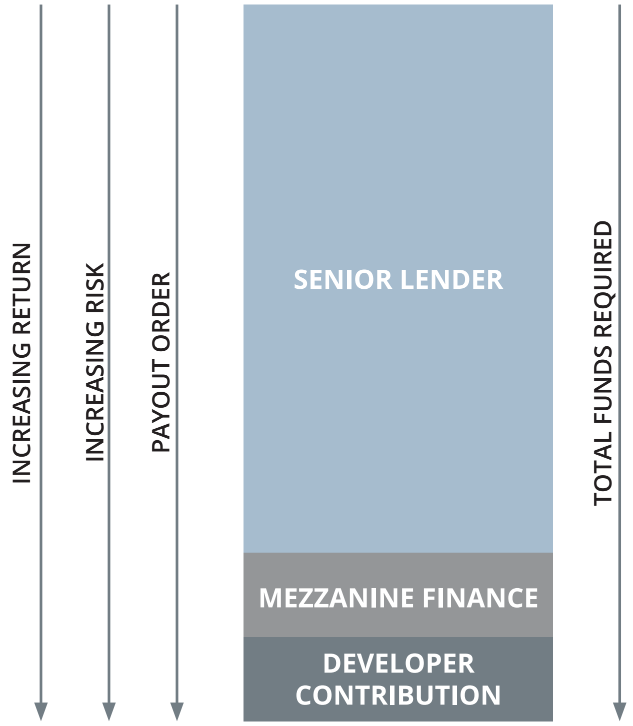
PAYOUT ORDER AND RISK VS RETURN

The following image is not to scale; however it gives a general sense of how the various funding sources stack up and what their risk vs return profile looks like.

The Company intends to provide loans that satisfy the lending criteria described in **Section 5**.

The lending criteria will effectively allow the Company to provide loans which may be considered a blended position across what is currently the combined position of the senior and mezzanine lender to real estate development projects. The tightening of the lending criteria of the traditional banking sector means that under their current lending limits, the Company lending criteria covers a higher percentage of project costs than the traditional banking sector is offering.

While the higher the percentage of costs funded, the higher the risk associated with the loan, the Company believes that the strict lending and management criteria it has established provides the parameters to mitigate the exposure to defaulting projects.



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5. THE LENDING MANDATE

5.1 WHAT TYPE OF REAL ESTATE DEVELOPMENT PROJECTS WILL WE LEND TO?

The Company will target only those property development projects which it believes are in a position to pay out the Company loan and still make a profit for the Developer backing it. The Company will issue dividends quarterly from the proceeds received from each project SPV for the loan interest and other associated payments.

After completion of each loan, if there is another loan which fits the Company's lending mandate, then a new loan will be immediately made thus redeploying investor monies. However, if such a loan that fits the Company's lending mandate is not available in a short time frame, then the Company will return investors' money by issuing a call to repurchase the Redeemable Preference Shares issued under this offer, as described in **Section 12 at Page 49**.

The Company will in time lend to more than one property development project, thus spreading the investor monies across more than one loan and giving them diversification. The Company will provide investors details of which project the money was lent to and the details of the loan within 14 days of when every loan is made.

The Company has a strict lending criteria and loan draw-down policy which it will apply to each loan.
The intention of the management of these loans is to manage the risks associated with the subordinated debt position which the Company expects to take.

Even though the Company plans to offer investors a target return, it will lend out at a higher rate to the projects. Any revenue will always be used to pay out investor returns first.

5.2 LOAN SELECTION PROCESS: THE CHECKLIST

Wealthpool will only lend to property development projects which meet the following criteria:

- Stage, type, and location of projects lent to be based on the target loan portfolio in section 5.5;
- Projects with targeted loan repayment within 24 months, likely to be profitable and return the Company loans based on the current and projected market conditions and the proposed development and its associated costs structures.
- The project development SPV should be able to service the interest only portion through the life of the project. This would depend on both the financials of the project SPV as well as its sponsoring partners and shareholders.
- Does the feasibility work in the current and future market conditions? Is the project likely to be profitable and return the company loans based on the current and projected market conditions and the proposed development and its associated costs structures?
- Is the Developer willing to accept the Company allocated team member(s) as part of the development management team for the project?

All of the above factors should be satisfied for a loan to the project to be considered by the Company.

5.3 PRE-APPLICATION FUNDING

For projects that don't have a permit approval, the Company will lend up to 100% of the as-is valuation.

In addition, the Company will consider where it has evaluated the planning risk associated with the project, advancing reasonable costs of achieving a development approval and other associated costs which may include but not limited to the following:

- Permit application
- Construction documentation » Lease marketing
- Sales marketing
- Site holding costs
- Taxes, levies and feesexposure to defaulting projects.

5.4 LOAN TO TOTAL DEVELOPMENT COST PERCENTAGE

Loan to Total Development Cost (TDC) Percentage is another metric typically used in real estate development projects to denote the percentage of the total development cost which is being funded by debt in the project. It is calculated as the total loan amount divided by the TDC of the project.

The higher the TDC Percentage, the riskier the project, as that means the principals of the project have lower personal commitments in the form of their own equity in the project and are also required to pay a larger interest amount due to the increased loan amounts.

Should the Borrower have permit approval in place, the Company will lend up to 100% of the total development cost of these projects.

5.5 TARGET LOAN PORTFOLIO CRITERIA

The Company aims to target the following type of projects for its loan funds based on the stage and type of development projects it lends to. Note that this is a guiding objective and for practical reasons cannot be achieved in the early operations of the Company. Especially when the first loan (and it is the only loan) in deployment a portfolio within the below criteria won't be achieved immediately.

The Company's objective is to prioritise returns to investors first and in the long run allocate loans according to the below criteria.

BY STAGE

As explained briefly in section 4, each real estate development goes through several stages: land acquisitions, development approval, construction and sales.

The Company will target loans within each of these stages and aims to construct a blended loan portfolio; however, there are no specific target percentages within each stage.

BY TYPE

Apart from the stage of the project, the Company will also factor in the type of the end product. It will distribute the loans to various projects based upon what they aim to build and will consider loans in each of the following project types:

ASSET CLASS	RANGE	DESCRIPTION
Residential Property	60-100%	Investments falling under this category may include development of units/ townhouses, apartments and other development projects such as land sub-divisions and house and land packages.
Commercial Property	0-30%	Investments falling under this category may include development of mixed use developments, commercial buildings for the use of retail, office, education, aged care, community use.
Cash	0-10%	Investments falling under this category may include development of units/ townhouses, apartments and other development projects such as land sub-divisions and house and land packages.

BY LOCATION

The Company plans to focus its lending activities around Melbourne and surrounding growth suburbs. When strong opportunities beyond Melbourne are presented, the Company will also consider them for a smaller allocation of its total loan portfolio.

DIVERSIFICATION CRITERIA

The Company has not defined a specific criteria of loan allocations across the different Stage / Type / Location of projects, because it believes the suitability of each project to lend to will be determined by its ability to pass the Loan Selection Process, in order to ensure a certain level of diversification, the Company will not lend more than $10,000,000 as a maximum loan to any single project.

5.6 CURRENT AND EXPECTED STATE OF CAPITAL REAL ESTATE MARKETS

The Company believes Melbourne and other capital cities across Australia will continue to attract a population influx and in turn continued demand for housing. Given the possibility of a real estate market downturn, the Company believes its skills in selecting the right project to deploy the funds to and close control of execution will continue to hold it in good stead, despite any potential down turns. An extended housing market crash, however, will adversely impact investor returns.

While the Company believes that real estate projects in capital cities in Australia will continue to command strong demand and lead to successful outcomes, it cannot predict with certainty the exact state of real estate market in the future. Investors should note that past performance may not be necessarily be achieved in the future.

5.7 LENDING REVIEW COMMITTEE

The Lending Review Committee will meet once a month to review the existing portfolio and consider any new opportunities. As new lending opportunities are presented to the Company, this committee will review if they meet the Company's lending mandate, as defined in this offer, and determine if a new loan should be made.

Real estate developers with potential projects for consideration can approach the Company directly to submit their projects. Anybody may present projects that meet the lending criteria for consideration. However any project that is being lent to will have to accept a development management team member nominated by the Company to exercise checks on behalf of the company The Company Directors will be available for the Company's operations as needed.

In terms of the primary roles and responsibilities, members from each group will focus on the items they specialize in.

Every one of the 3 member of the Lending Review Committee has the right to present new opportunities for the consideration of the company. However any member that has an existing interest in the project will not participate themselves in the decision making process around making the loan to the project.

Any new opportunities will be considered on the basis of a simple majority vote in case there is a difference of opinion within the Lending Review Committee regarding a particular matter, however, in the situation where a member is not part of the decision making process, there must always be a minimum of 2 members of the Lending Review Committee and they must vote unanimously in favour of a particular matter to proceed.

The members of the Board will form the Lending Review Committee. Their profiles can be found in section 11. All members of the Lending Review Committee will make themselves available for appropriate amounts of time to meet the operational requirements of the Company and will be paid for their work.

5.8 LOAN DUE DILIGENCE PROCESS

As part of the lending criteria, the Company has an extensive due diligence examination process, which will be used as part of the evaluation of each project.

The indicative process will be customised to suit the specific details for each loan application, but will follow a general series of guidelines. Indicatively, the due diligence process will address and evaluate the developer, the property being developed and the construction process, which includes:

The Developer and project evaluation.

- The details and background of the borrowing company and its shareholders and executives;
- The development track record of the key parties associated with the project;
- The financial evaluation of both the project and the borrowing company;
- Site location, surrounding comparable projects and comparable sales;

Ascertaining the full extent of the title.

- If planning has already been obtained, the site plan submitted for the planning permission should perfectly match the Land Registry title plan.
- Details of any restrictive covenants.
- Site related searches, the usual searches being a local authority, water and drainage, and environmental.

Planning & construction documents.

Due diligence will not be limited to the simple financial viability of a site or development. We will consider the financial viability of the project in accordance with the ability of the borrower to deliver the project, which is anticipated to include:

- Full copies of the planning permission and all plans submitted together with any planning agreements.
- The project plans together with details of who will be signing off the completion certificate once the development has reached each stage of development and practical completion.
- In addition, we will consider the competency of the contractor and other key professionals and the project team appointed by the developer.

5.9 MONITORING AND CONTROLS

The experience of our Directors and management team is further supported by an appropriate system of monitoring and control reports that are produced and aligned with processes designed to ensure pro-active actions to minimize risk exposure.

We will endeavour to develop our loan portfolio so that it is diversified across an appropriate spread of property sectors and geographical regions relevant to the portfolio size.

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6. REVENUE MODEL

The Company will make revenues through the interest and distributions it receives by lending the investor monies to various development projects.

The Company will aim to first pay the anticipated returns to investors under this offer. Additional returns if any will be used to pay the Company expenses and dividends to ordinary shareholders, as defined in **Section 9**.

The Company may distribute a dividend to ordinary shareholders only from the surplus proceeds left after paying any returns under this offer to Redeemable Preference Shareholders.

MARKETING STRATEGY

The bulk of the marketing effort will be focused on online channels such as Facebook, Google, Twitter, SEO Optimization etc. From time to time, the Company may also conduct events such as meetups, seminars and webinars to promote the offer. The Company may also partner up with introducers and referral partners to get more visibility for its offer.

REVENUE TO DIVIDEND CASH-FLOW MODELING

As part of its on-going management controls, the Company will prepare both annual and 3 monthly cash flow estimates to seek to ensure that at all times it has cash or cash equivalents sufficient to meet its projected cash needs over the next 12 months.

These cash flows assist the Company in determining the projected cash requirements for each anticipated quarterly dividend payment.

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7. RISKS OF INVESTING

7.1 RISKS

All investments are subject to risk and there are a number of risks which can impact on the performance of your investment, should they occur. Investments may not perform as expected resulting in a loss of capital or income or a failure to meet your investment objectives. Due to a number of potential risks, it is possible dividends will not be paid at all or that investors could lose all of their capital.

The key assumptions here are that the Company will able to attract enough investors in a limited amount of time to form enough capital to conduct its lending business. It is also assumed that there will be enough demand for its lending from potential real estate developers. It is also assumed that the Company management has the required skills to perform its role and will perform it as described in this offer document.

Before you decide to invest, you should give consideration of the specific risk factors laid out in the Investment Overview pages 11-15. These risks are detailed again below:

REDEEMABLE PREFERENCE SHARES NOT GUARANTEED

Redeemable Preference Shares are not government guaranteed bank deposits.
The repayment of your investment or rate of return is not guaranteed by Wealthpool or its Directors. Wealthpool will only make dividend payments to Redeemable Preference Shareholders if it earns net income.

WHAT DOES THIS MEAN?

Potential investors should take note that you may lose some or all of your investment.

If underlying loans do not deliver expected returns, Company returns may be lower than expected or result in a potential loss of capital.

This means investors may receive a lower rate of return than the target return rate. Where property development projects do not perform as forecast, an extension of the investment term beyond 36 months may become necessary or may result in a potential loss of capital.

If Wealthpool determines that it is not possible to recover an investment loss by extending the term, it may issue a Call for repurchase of the Redeemable Preference Shares for a value lower than the original issue price.

THE COMPANY MAY REDEEM AN INVESTMENT BY ISSUING A CALL AT ANY TIME

Wealthpool will lend the funds derived under this offer to real estate development projects. If these projects complete sooner than forecast, they may return money borrowed more quickly.

Developers may arrange cheaper sources of capital and refinance to reduce their cost of capital. If a developer does refinance, Wealthpool will allow the project Special Purpose Vehicle to exit the loan by paying the principal and interest accrued until the date of repayment. If a new suitable project that fits our lending mandate then becomes available, then Wealthpool will redeploy the funds to that next project.

If there are no suitable lending opportunities available, or likely to be available in the immediate future, Wealthpool will pay the dividends accrued until that date and refund moneys received from the investors under this Offer.
The total amount that will be paid to the investors will be based on the Redeemable Preference Share Exit Amount, being the accrued amount plus pending dividends until the date of redemption, plus the original invested amount.

WHAT DOES THIS MEAN?

This means investors may receive their funds sooner than expected, including the dividend proportionate to the time invested however, an investor will not get the full benefit from the expected term.

SCENARIOS WHERE DIVIDEND RETURN MAY BE REDUCED

Wealthpool will be reliant on the performance of the projects it lends to. If these projects fail to deliver expected outcomes, your investment return may be compromised.

Under this Offer, Wealthpool will lend to a variety of real estate developments by way of direct loans. A loss suffered in one loan may impact the overall return available to investors, reducing the total amount available for dividends and capital repayment.

Wealthpool intends to provide regular investor updates on the portfolio of development projects it has lent to.

WHAT DOES THIS MEAN?

Potential investors should take note that you may not receive the full level of the Target dividend and in certain circumstances may lose some or all of your investment.

RELATED PARTY RISK

The Directors of the Company have been involved in the real estate development sector and have long standing dealings with various industry partners.

It may be possible that an opportunity presented for consideration may have connections to the Directors or management of the Company. However, each loan will be made on a commercial arm's length basis only and any loan which involves any related party dealings will be highlighted to investors as part of the continuous updates the Company provides to investors. The related party associated with the loan application will not participate in the decision making process relating to that application.

Every loan would have to satisfy the lending mandate and go through the lending review committee's strict selection criteria.

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CONSTRUCTION AND DEVELOPMENT LENDING RISKS

Construction and development loans include additional risks when compared to loans over existing improved property, as there is no guarantee that the project will be completed or, if completed, will be worth the estimated final value attributed to it at the outset.

Specific risks associated with providing finance for construction and development activities, include:

(a) unforeseen increases in building or construction costs or other property development expenses that result in a shortfall between the funds required by the borrower to complete the works and the amount available under the loan provided by the Company;

(b) the funds kept in reserve to complete construction and development being insufficient to meet the costs of completion; and

(c) marketing conditions may change during the construction process, which adversely affects the sales rates and prices anticipated by the borrower and consequently, the value of the Company's security and borrower's ability to repay the loan.

Wealthpool will rely on our due diligence processes to minimise the risk of these issues.

SERVICING INTEREST

The ability of Wealthpool to distribute dividends is linked to the ability of development projects to service their debt to Wealthpool.

A key risk is that a borrower may not be able to meet interest payments or repay its loan in accordance with the terms of their loan agreement. Default may be caused by a number of factors including a change in a borrower's circumstances, significant economic changes, changes to market conditions or other unforeseen events or circumstances.

OPPORTUNITY AVAILABILITY RISK

There is a risk that Wealthpool will not be able to source suitable property development projects to lend to. The performance of Wealthpool is reliant on the ability of management to identify and lend to these projects.

It is also reliant on management and the Lending Review Committee ensuring appropriate due diligence is undertaken prior to the Company approving the loan. Failure by management or the Lending Review Committee to perform these tasks adequately may have a negative effect on the performance of the Company and potentially result in a loss of capital.

The Company will endeavour to deploy the invested funds as soon as possible on an ongoing basis.

BORROWER RISK

The Company is reliant on the Borrower to repay the loan and interest in accordance with the terms of each loan.

The tightening of the lending criteria from the traditional big banks has meant that many real estate developers have found a gap in the funding they require for their projects, when compared with the amount of funding they may have previously been able to secure from a bank.

This gap has provided an opportunity for non-traditional lenders, such as the Company, to facilitate lending to meet the demands of those borrowers. While the borrowers that seek out the Company for loans may not be deemed currently suitable for a traditional bank loan, the Company believes that it has the expertise in place to fully evaluate each borrower and their project to take into consideration this risk factor.

Each borrower must satisfy the lending criteria of the Company (**refer Section 5**) . The Company believes that meeting these criteria, in conjunction with the overall due diligence process, will assist in managing the overall exposure to borrower risk of defaulting.

In addition to those specific risks, below are some general risks related to investing that you should also factor in alongside other information contained in this Information Memorandum.

SPECIFIC RISKS

CASH FLOW MANAGEMENT

The ability of the Company to manage its cash flow needs is imperative to the success of the business.

The Company's forecast cash flows, referred to in **Section 6 REVENUE TO DIVIDEND CASH-FLOW MODELLING**, will be prepared based on a detailed cash model. If any of the assumptions underlying the Company's cash flow model prove to be incorrect, the Company's financial performance could be materially adversely affected.

CONTRACTUAL RISK

There is a risk that contractual counterparties, such as any technology developers and other project contractors, may default on their obligations to the Company thereby leading to delays in completion of the projects cost overruns and/or a potential loss of capital and/or income.

DEPENDENCE UPON KEY PERSONNEL

The Company depends on the talent and experience of the Company's personnel as its primary asset. Should any of its key personnel leave, this may have a negative impact on the Company. It may be difficult to replace them, or to do so in a timely manner or at comparable expense.

The Company's ability to attract and retain personnel will have a direct correlation upon their ability to deliver their commitments and achieve forecast revenues. Additionally, increases in recruitment, wages and contractor costs may adversely impact upon the financial performance of the Company. The Company has a formal agreement in place with its Directors.

LIQUIDITY

The Redeemable Preference Shares will not be listed on any stock exchange. As such, there is no secondary market to buy or sell Redeemable Preference Shares. Therefore, an investment in Redeemable Preference Shares should be considered non liquid. The investors are however free to find their own buyers and the management of the Company will assist in recording such private sales in the Company's share register.

OPERATIONAL AND COMPLIANCE RISK

Operational risk relates to the risk of loss resulting from inadequate or failed internal control processes, information technology systems or from external service providers which may impact on the Company's business. The Company is exposed to operational risk including, but not limited to, risks arising from processing errors, fraud, information technology system failures, failure of security and physical protection systems, pricing errors and employee negligence.

STRUCTURING RISK

There is a risk that legislative changes may affect the ability of the Company to pay dividends. This could alter the timing of the dividends or increase the effective tax rate applied to the dividends.

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GENERAL INVESTMENT RISKS

ACCOUNTING STANDARDS

Australian accounting standards are set by the Australian Accounting Standards Board (AASB) and are outside the Directors' and Company's control. Changes to accounting standards issued by AASB could materially adversely affect the financial performance and position reported in the Company's financial statements.

FORWARD LOOKING STATEMENTS

This Information Memorandum contains forward looking statements. Those statements are based upon the Directors' current expectations in regard to future events or results. Actual results may be materially affected by changes in circumstances, some of which may be outside the control of the Company. The reliance that investors place on the forecasts is a matter for their own commercial judgment. No representation or warranty is made that any forecast, assumption or estimate contained in this Information Memorandum will be achieved.

GENERAL ECONOMIC CONDITIONS

The Company's operating and financial performance is influenced by a variety of general economic and business conditions including the level of inflation, interest rates and government fiscal, monetary and regulatory policies.

Prolonged deterioration in general economic conditions, including an increase in interest rates, could be expected to have a corresponding adverse impact on the Company's operating and financial performance.

GOVERNMENT POLICY

The financial performance of the Company may be impacted by change to or changes in interpretation in respect of income tax legislation, GST legislation, stamp duty laws and local government regulations and by-laws related to lending and property developments. Changes in, or the introduction of, any law, regulation or policy affecting the Company's business or the Development (which may or may not have a retrospective effect) may have a material adverse impact on the Company's performance.

INTEREST RATE RISK

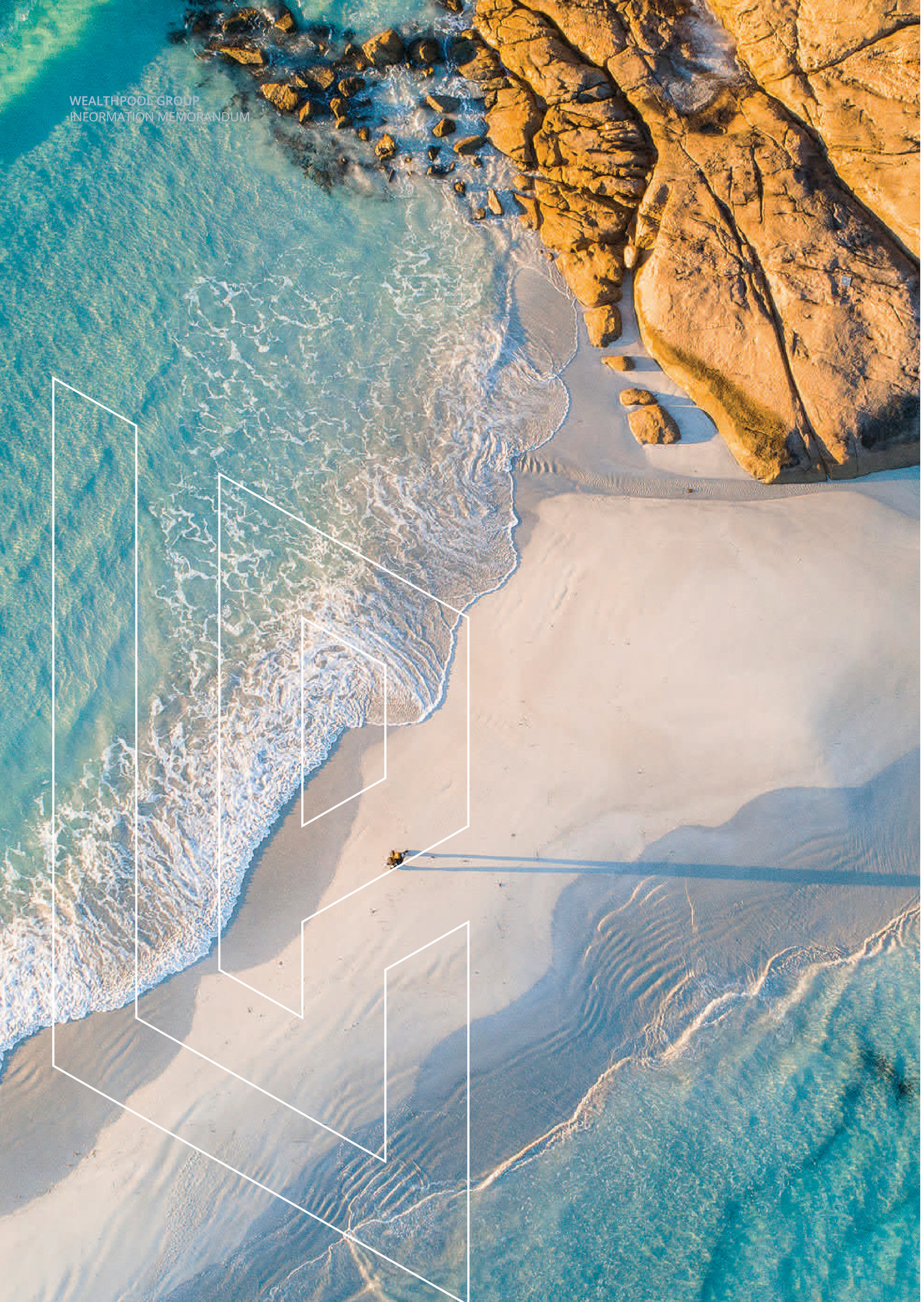
A reduction in overall interest rates would mean fewer opportunities for the Company to invest money profitably above the Company's target return. This would adversely impact the Company's ability to provide returns to investors.

REAL ESTATE MARKET DOWNTURN

While the Company believes that real estate projects in capital cities in Australia will continue to command strong demand and lead to successful outcomes, it cannot predict with certainty the exact state of real estate market in the future. Investors should note that past performance may not be necessarily achieved in the future and a downturn in the real estate market may have a material adverse impact on the Company's performance.

TAXATION RISKS

A change to the current taxation regime in Australia or overseas may affect the Company and its Shareholders. Personal tax liabilities are the responsibility of each investor. The Company is not responsible either for taxation or penalties incurred by investors.



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8. FINANCIALS

8.1 BALANCE SHEET

The Company was incorporated for the purpose of providing loans to a selection of real estate development projects. The unaudited balance sheet of the Company at 31 December 2022 is summarised together with a pro-forma balance sheet that adjusts the assets and liabilities of the Company at that date and reflects the offer and issue of Redeemable Preference Shares pursuant to this Information Memorandum.

PRO-FORMA			
ASSUMPTIONS	**UNAUDITED ($AU)**	**(MINIMUM SUBSCRIPTION)**	**(MAXIMUM SUBSCRIPTION)**
	31/12/2022	**31/12/2022**	**31/12/2022**
ASSETTS			
CURRENT ASSETS			
Cash and cash equivalents	103,050.28	103,050.28	103,050.28
NON-CURRENT ASSETS			
Intangibles	4,008	4,008	4,008
Loans (incl Funds available for lending)	1,300,000	1,800,001	51,03000,001
TOTAL ASSETS	**1,407,058.28**	**1,907,058.28**	**51,407,058.28**
LIABILITIES			
CURRENT LIABILITIES			
Redeemable Preference Shares	1,330,000	1,830,000	51,330,000
Borrowings	12,117.58	12,117.58	12,117.58
Income tax payable	(245)	(245)	(245)
TOTAL LIABILITIES	**1,341,872.58**	**1,841,872.58**	**51,341,872.58**
NET ASSETS	**65,185.70**	**65,185.70**	**65,185.70**
EQUITY			
Contributed equity	1	1	1
Reserves	0	0	0
Retained earnings	65,184.70	65,184.70	65,184.70
TOTAL EQUITY	**65,185.70**	**65,185.70**	**65,185.70**

ASSUMPTIONS USED IN COMPLETING THE PRO-FORMA BALANCE SHEET

The pro-forma balance sheet has been prepared consistently with the Company's accounting policies.

The pro-forma balance sheet shows the financial effects on the Company as if the following transactions had taken place as of January 2023:

Receipt of $500,000 from the offer

Receipt of $50,000,000 from the offer (Maximum Subscription)

EXPENSES

There is a difference between the rate the company aims to lend at and what it aims to pay investors. This spread should more than cover any operational out of pocket items and leave enough for dividends to ordinary shareholders. Expenses can thus be borne out of the returns from the loans made according to the following process:

1. Company management will first pay any expenses incurred by the Company;

2. Quarterly dividends must have been paid in full, to the level of the actual return rate, to all Redeemable Preference Shareholders.

   (a) If No - Reimbursement of Company management will not occur and the liability to Company management will accrue in the Company accounts;

   (b) If Yes - Step 3

3. The 3-monthly cash flow should support the ability of the Company to pay the next due quarterly dividend in full to the level of the target return rate to all Redeemable Preference Shareholders.

   (a) If No - Reimbursement of Company management will not occur and the liability to Company management will accrue in the Company accounts;

   (b) If Yes - Company management will be reimbursed for the expenses incurred.

The intention behind paying expenses after investor returns are paid is more to give investors the confidence that the Company management are willing to get paid only after investor returns are met even for any out of pocket expenses.

THESE EXPENSES ARE ANTICIPATED TO INCLUDE:

ESTABLISHMENT COSTS

The expenses incurred in connection with the offer of Redeemable Preference Shares including the costs of the preparation, promotion and distribution of the Information Memorandum.

ADMINISTRATION FEE

There are costs payable to the Company directors for managing and operating the associated loans, which are made by the Company. The directors have agreed to negotiate the fees on an on-going basis, subject to several factors. These factors include, but are not limited to the level of funds loaned (or available to be loaned) by the Company, the interest rates achieved by the Company on loans made and the on-going ability of the Company to pay dividends to the Redeemable Preference Shareholders.

In accordance with the Company policy, these expenses will be borne by the Company ordinary shareholders, management or other associated parties and then expensed after payment of all accrued investor dividends have been paid and ensuring that the forecast cash management requirements for future dividends is maintained.

GST AND STAMP DUTY

All fees stated in this Information Memorandum include (if applicable):

- GST, less any expected reduced input tax credits; and
- Stamp duty.

OTHER EXPENSES

The expenses and liabilities incurred in connection with operating the Company. These include insurances for the management, office rents, auditor fees and any other incidental fees that may arise out of day to day operations of the company. The Company does not have an estimate on these expenses as of the date of this Information Memorandum but is expecting to spend around $12,500 per annum. These expenses will be borne by the Company ordinary shareholders, management or other associated parties and then expensed after payment of all accrued investor dividends and ensuring that the forecast cash management requirements for future dividends is maintained.

TAXES

For taxation information relating to the Company, see section 10 from page 38 of this Information Memorandum.

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9. DIVIDEND POLICY

9.1 DIVIDEND CALCULATION

The Shareholder on the relevant Record Date is entitled to receive on each relevant dividend Payment Date a dividend calculated using the following formula:
Dividend = (Dividend Return Rate x Face Value x N) **365**

Where:

Dividend Return Rate = example 8% per annum.

(Refer to the What are the Investment Terms? section on page 10) N = Number of days in that Dividend Period

9.2 NO FRANKING

Each dividend will be paid to Shareholders with no franking.

9.3 PAYMENT OF DIVIDEND

The dividend is fixed by the terms of the Issue but payment by the Company is subject to:

(a) the Directors declaring the dividend to be payable; and

(b) there being no legal impediment to the payment of the Dividend.

Dividends shall be paid by direct credit to the bank account nominated by the Shareholder or by such other means as authorised by the Directors.

Dividends are payable in arrears on each dividend Payment Date.

Dividends shall be paid in Australian dollars only and shall be free of any set off, deduction or counterclaim except as required by law.

9.4 CUMULATIVE DIVIDENDS

The entitlement of a Shareholder is to the payment of cumulative Dividends. If a dividend is not paid in whole or part because of the provisions of any applicable law, the Company has an on-going obligation to pay such dividend when it is in position to do so. No interest accrues on any unpaid dividends and the Shareholder has no claim or entitlement in respect of interest on any unpaid dividends.

As described in the Key Risks section, potential investors should take note that you may not receive the full level of the Target dividend and in certain circumstances may lose some or all of your investment.

9.5. REDEEMABLE PREFERENCE SHARES PRIORITY

Dividends on Ordinary Shares in the Company may only be paid if all dividends owing on Redeemable Preference Shares, have been paid.

9.6. ROUNDING OF DIVIDEND CALCULATIONS

For the purposes of making any dividend payment in respect of a Shareholder's total holding of the Company's Redeemable Preference Shares, any fraction of a cent will be disregarded.

Dividend calculations shall be rounded to the nearest two decimal places.

9.7 RECORD AND PAYMENT DATES

A dividend is only payable to those persons registered as Shareholders on the Record Date for that dividend.

Dividends will be paid by the Company as determined by the Board.

9.8 WITHHOLDING OBLIGATIONS

The Company will be entitled to deduct from any dividend the amount of any withholding or other tax, duty or levy required by law to be deducted in respect of such amount. If any such deduction is made and the amount of the deduction is accounted for by the Company to the relevant revenue authority and the balance of the amount payable is paid by the Company to the Shareholder concerned, then the full amount payable to such Shareholder shall be deemed to have been duly paid and satisfied by the Company. The full amount required to be deducted to the relevant revenue authority shall be paid by the Company within the time allowed for such payment.

9.9 JOINT HOLDERS OF THE COMPANY'S REDEEMABLE PREFERENCE SHARES

Where two or more persons are registered as the joint holders of the Company's Redeemable Preference Shares then they are taken to hold the security as joint tenants with rights of survivorship, but the Company is not bound:

(a) to register more than three persons as joint holders; or

(b) to issue more than one certificate or holding statement in respect of the Company's Redeemable Preference Shares held.

If a Shareholder (who owns a security jointly) dies, the Company will recognise only the survivor or survivors as being entitled to the Shareholder's interest in the security. Interest or other money payable in respect of the Company's Redeemable Preference Shares that is held jointly may be paid to the Shareholder whose name appears first on the Register.

If the Company's Redeemable Preference Shares are held jointly, and more than one Shareholder votes in respect of the same, only the vote of the Shareholder whose name appears first on the Register counts.

The joint holders of the Company's Redeemable Preference Shares are counted as a single holder for the purposes of calculating the number of Shareholders who have requisitioned a meeting.

9.10 DIVIDEND DECLARATION POLICY

It is the policy of the Company that the Directors will always declare payment of a dividend to Shareholders of the Company's Redeemable Preference Shares unless such as declaration would breach section 254T of the Corporations Act.

10. TAXATION

The Australian taxation laws are complex and hence the comments provided below are necessarily general in nature. Investors should be aware that they may be affected by changes in taxation laws or the interpretation of these laws as well as changes in the administrative practices of the revenue authorities.

Investors should therefore obtain and rely upon their own taxation advice.

10.1 TAXATION OF THE REDEEMABLE PREFERENCE SHARES

The following is a summary of the Australian income tax consequences associated with acquiring, holding and disposing of Redeemable Preference Shares. This summary is based on the income tax law and ATO administrative practice applicable as at the date of this Information Memorandum. Changes to tax law or the interpretation of tax law could affect the tax consequences associated with investing in Redeemable Preference Shares.

The tax consequences for a particular investor may vary depending on their particular circumstances. The discussion of tax law in this section applies only to investors that hold their Redeemable Preference Shares as a capital asset. There may be different tax outcomes to those outlined in this summary for:

(a) foreign residents;

(b) Shareholders who hold their Shares as trading stock or as revenue assets;

(c) financial institutions, insurance companies, partnerships, tax exempt organisations, trusts or temporary residents;

(d) dealers in securities;

(e) Shareholders with rights or Redeemable Preference Shares acquired through an employee share scheme;

(f) residents who hold the Redeemable Preference Shares as part of an enterprise carried on at or through a permanent establishment in a foreign country; or

(g) persons who change their tax residency while holding Redeemable Preference Shares.

Investors should consult a tax professional for advice on the consequences associated with acquiring, holding or disposing of Redeemable Preference Shares, which takes into account their personal circumstances.

10.2 DEBT INTERESTS

Although the Preference Shares are in the legal form of redeemable preference shares, the Preference Shares will satisfy the various tests for being a 'debt interest' for the purposes of the application of the income tax rules.

Accordingly, the Redeemable Preference Shares will be characterised as debt interests and therefore 'non- equity' shares for income tax purposes because the Company has an effectively non-contingent obligation to pay the Money Owing on the Preference Shares at completion of the Development.

10.3 TAXATION TREATMENT FOR PREFERENCE SHAREHOLDERS DIVIDENDS

Dividends received by Redeemable Preference Shareholders will be included in Shareholders assessable income as interest. The income received will be treated as interest on the basis that the Preference Shares are debt interests for income tax purposes.

The dividends that are paid cannot be franked and therefore no franking credits will be attached to the dividends or other amounts that are paid to the Preference Shareholders.

10.4 TAXATION TREATMENT OF REDEMPTION OR REPURCHASE VIA CALL

Any amount received on redemption of the Redeemable Preference Shares that exceeds the investment amount will be treated in a similar manner to an unfranked dividend and will be included in the Shareholder's assessable income.

If the amount received by the Redeemable Preference Shareholders on redemption is less than or equal to the Principal Investment Amount, then none of that amount will be ordinary income of the Shareholders. A capital loss will arise to the extent the redemption proceeds received are less than the Shareholder's Capital Gains Tax ("CGT") cost base.

There are special rules dealing with the taxation of financial arrangements (TOFA) , which can apply to tax gains and losses from financial arrangements on an accruals basis. However, the TOFA rules do not normally apply to individual taxpayers and will only apply to financial sector entities that have a turnover of $20 million or more, superannuation funds and managed investments schemes that have a turnover of $100 million or more and other investors that have a turnover of $100 million or more, financial assets of $100 million or more or other assets of $300 million or more.

Shareholders to whom the TOFA rules may apply should obtain specific advice.

10.5 TAXATION TREATMENT – SALE OF REDEEMABLE PREFERENCE SHARES

If Redeemable Preference Shares are sold to a third party or are acquired by the Company (such as under a buy-back) this will trigger a CGT event for Shareholders.

A capital gain will arise where the capital proceeds received from the sale or buy-back of the Redeemable Preference Shares exceeds the CGT cost base of the Redeemable Preference Shares.

A capital loss will arise where the capital proceeds received from the sale of the Redeemable Preference Shares are less than the CGT cost base of the Redeemable Preference Shares.

If Redeemable Preference Shares are sold to a third party then the amount of the capital proceeds should be the total amount received for the sale. For an acquisition by the Company some of the proceeds may be treated as an unfranked dividend for tax purposes depending upon how the buy-back is structured and the position of the Company at that time.

There are special tax rules that operate so that the amount of any taxable capital gain is effectively reduced by the amount of the unfranked dividend that is taxable. The Company would provide a further general tax summary if a buyback were to be proposed in the future.

The CGT cost base for the Redeemable Preference Shares will be the total cost of the acquisition which will include any related capital costs of acquisition and disposal.

10.6 TAX FILE NUMBERS AND AUSTRALIAN BUSINESS NUMBERS

An investor is not obligated to quote a tax file number (TFN) when applying for Redeemable Preference Shares. However, if a TFN is not quoted or no appropriate TFN exemption is provided, tax is required to be deducted and withheld from dividends paid by the Company at the highest marginal tax rate plus the Medicare Levy.

Any tax deducted and withheld will be remitted to the ATO and should be available as a tax credit to the Redeemable Preference Shareholder.

11. MANAGEMENT

Wealthpool Group is an unlisted public company incorporated in Victoria.

11.2 DIRECTORS/LENDINGREVIEW COMMITTEE

HIRAM NG – DIRECTOR & LENDING REVIEW COMMITTEE

Hiram is the majority owner and founder of Equisent Group. Previously a Vice President of an international management consulting firm, he has advised boards of directors on various aspects of corporate business strategy in New Zealand, America, and Singapore.
He has also been involved in various entrepreneurial start-ups and acted in various capacities of Mergers & Acquisitions, and the raising of Venture Capital.

Hiram has been actively involved in all facets of property development and investment over the last 15 years.

Hiram is also extensively involved in commercial construction management of medium to large scale development projects in the residential and commercial sectors, having previously developed his career at a prestigious multi-billion dollar international construction firm .

He provides the Company with access to an extensive range of knowledge including competencies across Development Management, Private Equity Management, Due Diligence and Feasibility Studies, Acquisitions, Contract Negotiations, Construction Project Management, Property Finance, and Construction Principles and Systems.

Hiram holds a Master's Degree in Engineering (IT&T) from the University of Adelaide. He is a Registered Master Builder Victoria #108746, and holds Building Commission Domestic License #24387 and Commercial License #36406.

PETER BLAUW - DIRECTOR & LENDING REVIEW COMMITTEE

Peter has been working in the Real Estate industry for over 50 years. Having worked across property amalgamation, property sales and as a buyer's advocate, Peter has seen millions of dollars' worth of property transactions in his vast career.

Having held a real-estate license in Victoria, New South Wales, South Australia and Queensland since 1970, Peter is very well versed in property selection with an unparalleled understanding of both the positive and negative considerations involved in the selection criteria. This has been of particular value to first time investors seeking guidance and trust.

Peter's experience extends to:

- General real estate and agency management
- Buyer's advocate - sourcing property for his clients' specific requirements
- Land and property amalgamation for large residential and commercial development projects
- Residential and commercial property development and construction
- Residential market appraisals and valuations
- Land subdivisions
- Property investment
- Residential and commercial leasing
- Feasibility studies for development projects
- Lecturing for TAFE real estate courses and regular speaking engagements for industry events.

Peter's fundamental belief is that property is one of the best investment vehicles available to first-time and astute investors alike and believes the old saying 'Safe as Houses' will continue to be strongly used for many years to come.

ROBERT PARTON - DIRECTOR & LENDING REVIEW COMMITTEE

Commencing his career in 1987, Robert spent almost 20 years providing business analysis and management at companies including BHP, Kraft Foods, Crane Group, Mitre 10 and PDL Electronics (now part of the Schneider Electric Group).

Robert is a qualified accountant B.Bus (Acc) with over 20 year's membership with CPA Australia.

Since 2006, Robert has been providing corporate advisory services utilising his extensive experience in business management, project evaluation and capital- raising across many sectors including real estate, clean-tech, IT and manufacturing sectors. He has been involved in transaction management from sourcing, analysis and due diligence evaluation through to settlement.

Robert currently serves as a director of ASX-listed Red Mountain Mining Limited (RMX) , as well as an unlisted pooled development fund. He has previously served on the board of the following ASX-listed companies: Pure Minerals Limited; Basper Limited; Telesso Technologies Limited; Motopia Limited and Viculus Limited.

LENDING REVIEW COMMITTEE

The board of directors will also form the lending review committee.

The directors may use their discretion to determine that additional independent parties may also be appointed to the lending review committee where deemed appropriate.

ACCOUNTING SERVICES

JC Accounting Services has agreed to provide accounting services to the Company.

The services will be paid for on an as needed basis and a cost proposal will be provided to the Companyprior to the commencement of any works.

The services are anticipated to include GST returns, general tax and accounting duties and assistance with the annual returns for the Company. No formal agreement has been entered.

11.3 DEVELOPMENT MANAGEMENT TEAM PARTICIPANTS

The Company will provide a representative to the development management team for each project that a loan is made to. The purpose of appointment of a representative of the Company to the development management team of the project is to ensure the Company has direct access to the status of each project that it lends to and that the accuracy of the information is supported by a direct representative of the Company who has no beneficial interest with the project.

While no formal agreements have been entered into, the Company intends that prior to the appointment of the Company representative; a fee proposal will be received in relation to the specific project and the duties in relation to that project. It is anticipated that the role will vary for each project, depending on the nature of the project the Company lends to.

The team members will come from an external consultant appointed by the Company and will include:

CDH COMMERCIAL PERSONNEL

CDH Commercial is a multidisciplinary construction firm that specialises in commercial & domestic construction. From restorations of heritage buildings, new builds, additions and alterations to façade-upgrades and internal refurbishments CDH strive to exceed all expectations.

With four decades in the industry, CDH brings knowledge, experience, traditional craftsmanship, integrity and the love to create. In addition to construction, CDH Commercial offers a complete building consultancy service which is the service that will be utilised by the Company.

These services include: Project & construction management, contract administration, construction estimating and forensic building. Which skills will be utilised during the life of each project that CDH is the Company representative on the development management team of the borrower.

CDH has its own integrated management systems which conform to International Quality Standards of (AS/NZS ISO 9001:2008), Health & Safety (AS/NZS 4801:2001) and Environmental (AS/NZS ISO 14001:2004). Having these systems as a background operating resource, reassures the Company that CDH Commercial are well equipped in overseeing any project on behalf of the Company.

Mr. John Rodgers is the principal director of CDH, and the Company anticipates he will be active in each of the appointments to the Company. Following is a brief overview of his experience & qualifications:

John has over 35years' experience in both commercial and residential construction. Projects include hotels, retail and commercial buildings in private & public sectors, high density residential and architecturally designed homes as well as restorations to some of Australia's most iconic heritage buildings. John is both a registered commercial and domestic builder, qualified carpenter and master builder, registered building practitioner, safety card holder and qualified to operate all boom lifts & forklift.

SIMILAR SERVICE PROVIDERS

The Company will have the discretion to appoint alternative suitably qualified and independent service providers for this function, where it is deemed appropriate.

11.4 COMPANY OPERATIONAL ROLES AND RESPONSIBILITIES

BUSINESS UNIT	ACTIVITIES	KEY PERSONS
BUSINESS DEVELOPMENT & OPERATIONS	• Promote business to developers • Raise interest from investors • Manage investor updates • Manage Company compliance • Oversee administration	Board
LENDING REVIEW COMMITTEE	• Manage lending process • Due diligence of all funding proposals • Assess project feasibility against minimum lending mandate • Make discretionary calls via voting process against projects that meet the mandate but may present an unmanageable risk • Review and investigate financial position and background of Information Memorandum borrowers	Board
DEVELOPMENT STATUS REVIEWS	• Project status evaluation • Forecast vs actual analysis • Regular project discussions/feedback	Board and CDH Commercial
FINANCIAL CONTROL	• Manage accounts and cash flow • Ongoing monitoring of outstanding loans and open risk positions Manage collections • Work with auditors	Board and JC Accounting Services

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12. TERMS OF ISSUE

12.1 THE SECURITY

FORM OF SECURITY

The Company Redeemable Preference Shares are fully paid Redeemable Preference Shares in the capital of the Company and are issued by the Company. The Company is relying on its constitution for its operations and the ordinary shareholders have passed a resolution for the issue of the Redeemable Preference Shares on the terms and conditions set out in this Information Memorandum.

FACE VALUE AND ISSUE PRICE

Each of the Company's Redeemable Preference Shares will be issued by the Company as fully paid at an issue price of $1.00. The Face Value shall be paid in full to the Company upon application.

QUOTATION

The Redeemable Preference Shares will not be quoted on an exchange.

REGISTRATION

Entries in the Register in relation to a Shareholder constitute conclusive evidence that the person so entered is the absolute owner of the Redeemable Preference Shares subject to correction for fraud or error. Except as required by law, the Company:-

(a) will treat the person entered in the Register as the absolute owner of that the Redeemable Preference Shares; and

(b) is not required to recognise:
- person as holding a security on any trust; or
- any other interest in any security or any other right in respect of a security except an absolute right of ownership in the registered holder of a security, whether or not it has notice of the interest or right.

12.2 DIVIDENDS

Refer to **Section 9** for the dividend policy.

12.3 CALL OPTION

GRANT OF CALL OPTION

The Company plans to pay back the Investors by buying back the Redeemable Preference Shares at the Price they were issued and paying any dividend that was due till that day. This repurchase is described as a Call. The Company may choose to exercise this Call at any time after the issue of the Redeemable Preference Shares by paying the amount due which is inclusive of the purchase price and dividend due until that date.

Each Subscriber grants to the Company an irrevocable Call option for the Company or its nominees to buy the Redeemable Preference Shares held by the Subscriber.

WHY THE OPTION FOR THE COMPANY TO REDEEM AN INVESTMENT AT ANY TIME EXISTS

The Company plans to lend the monies raised via this offer to a number of real estate development projects. The underlying projects may be able to return the money borrowed faster if the projects finish faster or they now have a cheaper source of capital from another source and wish to refinance in order to reduce their cost of capital. In the second scenario, the Company will allow the project SPV to exit the loan by paying the principal and interest accrued till the exit date. If a suitable loan that fits the lending mandate is available immediately, then the Company will redeploy the funds to that loan.

However, in the scenario that no such suitable lending opportunities are available, the Company will pay the dividends accrued till date and buy back the shares issued to the investors under this offer, as defined in **Section 12**. The total amount that will be paid to the investors will be based on the Redeemable Preference Share Exit Amount, being any accrued amount as defined later (pending dividend until the date of redemption, plus the original invested amount).

While this may not lead to a direct financial loss to the investors, it does mean that investors will receive their funds sooner than expected and will only receive the dividend proportionate to the time invested rather than the full expected term. Investors should carefully consider the scenario where the money which was originally planned to be invested for 36 months is repaid sooner than expected and is unable to earn the expected return for the remainder of the term.

However, in either case the total amount that will be paid to the investors will be based on the Redeemable Preference Share Exit Amount, as defined below.

REDEEMABLE PREFERENCE SHARE EXIT AMOUNT

The price for such a buyback is equal to the total of the Redeemable Preference Share Subscription Price and the Redeemable Preference Share dividend if pending. If a Redeemable Preference Share dividend has already been paid prior to the date on which a call option exercise notice is given then the amount payable is equal to the Redeemable Preference Share Subscription Price plus any dividend that may still may be pending. If no dividend is pending then the repurchase price is equal to the original subscription price.

The total repayment is described as the Redeemable Preference Share Exit Amount.

EXERCISE OF CALL AT THE END OF EXPECTED 36 MONTH TERM

The Company must exercise the Call option at the end of 36 month term if it has not been exercised already, provided there are no impediments to such an exercise. The Company is completely dependent on the loans it makes to several real estate development projects, as described in its lending mandate, to provide returns to its investors.

If returns in the form of principal and interest have been paid to the Company by the project development SPVs it lends to as per the target rate of return, then the Company will always pass on the expected returns to the investors who participate in this offer.

However, in the circumstance that the projects that the company lends to do not deliver the expected returns and, hence, do not pay the expected returns, the Company will be unable to exercise the Call until payment of such a return becomes possible. The dividend and return in such a scenario may be lower, including a potential loss of capital in the scenario where an underlying fund does not pay out at all, as detailed in the **Risks Section**.

This could lead to a lower rate of return than the target interest rate being achieved. Scenarios where the loans to which the Company deploys the funds towards do not perform as expected, or fail, could lead to an extension of the investment term beyond the expected 36 months, as well as a potential loss of capital. This may effectively lead to the Redeemable Preference Shares to be on issue without the Call being exercised beyond 36 months. If the Company determines that it is not possible to recover an investment loss by purely extending the term, it may have to issue a Call for repurchase of the Redeemable Preference Shares for a value lower than what they were issued for.

EXERCISE OF CALL OPTION

EXERCISE

The Company may exercise the Call option on any specific set of Redeemable Preference Shares at any time after the Company is entitled to issue a redemption notice in respect of Redeemable Preference Shares.

This particular clause is only to effectively separate investors who look for an exit and those who want to stay invested at the end of an investment term, where all returns have been achieved satisfactorily.

For instance, at the end of the 36 month term some investors may want to stay invested, while others may want to redeem their shares. Others may not have reached the 36 month investment term yet and are ineligible for redemption. The ability to exercise a Call on some and not all preference shares would allow the Company to give the investors their desired and expected outcomes.

The Company will never exercise a Call in a manner where a potential loss was only passed to certain shareholders and not others. So, in the event that a loan is not repaid and there is a loss which the Company is passing on to the shareholders, then the Company will always exercise the Call on all redeemable preference shareholders and not selectively.

GUIDING PRINCIPLES AROUND INVESTOR REDEMPTIONS

The guiding principles of the Company when it comes to redemptions are as follows:

(a) Is an investor invested for the full investment term of 36 months?

(b) If yes, is the Company in a position to issue the target dividend and redemption based on the projects that are complete or about to complete?

If the answer to both of these questions is yes, then the Company would complete the redemption as per the target.

If, however, a loan made by the Company is not performing as per expectations then the Company would delay or reduce dividends and redemptions until such a time that another loan that becomes due, makes it possible to issue them. More details below:

STAGGERED COMPLETION OF PROJECTS

The Company will be lending to projects on an ongoing basis. The projects would reach completion at different times. On the other side investors would keep on subscribing to shares as long as the offer is open.

Consider a scenario where investor Adam invests $20,000 in the Company and the Company makes a loan to project Alpha immediately after.

After 3 months another investor Bob invests $30,000 and the Company makes another loan to project Beta. 36 months from when Adam has invested, project Alpha reaches completion and is repaying the loan as expected.

At that point, Adam would have the right to redeem his shares as his term of 36 months is complete. The Company would offer Adam the option to redeem his shares and, if he chooses to exercise his right, the Company would do a call option on his shares. Given that Adam's investment term is complete, he will also be paid the target dividend.
Bob, on the other hand, would not have been invested for 36 months and would not get the right to redeem his or her shares just yet.

39 months from day 1, project Beta would complete and at that point Bob would also be eligible for redemption of his shares given that his investment term of 36 months is also complete.

Note that the above example is simplistic as the Company will end up making more than a few loans as and when it is in a position to do so, rather than each time when every investor invests.

In the event that Adam or Bob or both of them chose not to redeem their shares when they are eligible, they would stay invested and continue to receive dividends.

HANDLING A LOSS

The Company will employ the following procedures in the event a project that the Company has made a loan to is unable to repay.

The Company lends money at a rate that is higher than the rate of return it promises investors. In the event that a loan is unable to be repaid, the Company will first use any cash reserves available from Company operational revenues to smooth out the return.

At the end of the 36 month investment term when any investor is eligible for their redemption and dividends if a project that is due to complete has not yet completed, then the Company would extend the investment term if it believes that the expected returns can be achieved by providing more time.

This would impact any shareholders that are due for their redemptions. But if another project that was lent to after it completes and achieves its returns, then the investors who were due for returns would be offered their redemptions in a First in First out basis. The diversified nature of the Company's lending would ensure that even if one project does not achieve the expected outcomes, other projects as they complete would allow the investors to limit the losses and get paid a lesser return (although delayed).

This mechanism also ensures that if a delay does happen then that delay would ripple through all future investors. Given that we are treating investors in a First in First out basis, if the first set of investors get their returns delayed and get paid through a future projects returns, then the next set of investors also would get delayed till a future project makes it possible for their returns to get paid.

If a project suffers extensive losses and is unable to repay the principal it was lent to as well in that case the Company would first hold off on the dividend and redemption payments as they come due and try to back fill it with other projects that achieve successful outcomes. If however the Company forms a view that other projects are also suffering losses and are unable to repay the returns as expected (consider a significant property market downturn), then the Company would employ a Call on all the shareholders and return them a reduced capital which would be the maximum the Company possibly can under the circumstances.

All records of which project the Company lends to, what development fees are being charged to the project, when a dividend or redemption is being exercised will be public and accessible on the Company's website for all investors to review.

EXTENDING THE TERM

The Company may extend the Term under certain circumstances as described above, however, the maximum term of extension will be 6 months.

NOTICE OF EXERCISE

To exercise the Call Option, the Company must give the Redeemable Preference Shareholder an exercise notice signed by the Director of the Company. This may be done by posting the signed notice document on the Company website which is accessible to the Redeemable Preference Shareholder.

EXERCISE NOTICE IS IRREVOCABLE

An exercise notice is effective when it is posted on the Company website provided it is exercised in accordance with this Information Memorandum and when given, is irrevocable.

CALL OPTIONS NOT INTERDEPENDENT

The Company can choose to exercise the Call option at its discretion. The Company is not required to exercise the Call option on all Redeemable Preference Shares at the same time or in any specific order. At the end of the investment period the Company will pay the dividend and offer investors redemptions according to the terms described in this Information Memorandum especially in **Section 12**.

Investors may continue to stay invested by not taking the redemption opportunity (if the Company offers an on-going position) or may exit their investment via the redemption when it is due.

EFFECT OF EXERCISE OF OPTIONS

If a Call Option is exercised, an agreement will be constituted between the Company and the Redeemable Preference Shareholder for the sale and purchase of the Redeemable Preference Shares held by the Redeemable Preference Shareholder free from all encumbrances.

COMPLETION

Completion of the sale and purchase must take place within 10 Business Days after the Shareholder gives the exercise notices or such earlier date nominated by the Company. At completion, the Shareholder must:

(a) cause, deliver or cause to be delivered to the Company the Redeemable Preference Share certificate issued to it, him or her; and

(b) deliver a Redeemable Preference Share transfer form executed by or on behalf of the Redeemable Preference Shareholder;

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(c) if necessary, procure a release from all registered and unregistered security holders in the form of a deed of release and an undertaking from registered security holders to amend the Personal Property Securities register by lodging a financing change statement in respect of the Redeemable Preference Shares registered in its, his or her name or evidence satisfactory to the Shareholder that the Redeemable Preference Shares are free from all encumbrances; and

(d) the Company must pay the Redeemable Preference Share exit amount in immediately available funds to the Redeemable Preference Shareholder on whose Redeemable Preference Shares the CALL option was exercised.

12.4 GENERAL RIGHTS ATTACHING TO REDEEMABLE PREFERENCE SHARES

RANKING

The Redeemable Preference Shares to be issued pursuant to this Information Memorandum will rank equally among themselves and ahead of existing Ordinary Shares with respect to any dividend or Distributions payments.

SET OFF

Any amount due to a Shareholder in respect of the Redeemable Preference Shares may be set off against any claims by the Company on the Shareholder.

VOTING RIGHTS

Redeemable Preference Shareholders have the right to receive notice of and to attend any meeting of Shareholders but will only be entitled to vote in the following circumstances:

1. On a proposal which affects the rights attached to Redeemable Preference Shares, to reduce the share capital of the Company, to wind up the Company or for the disposal of the whole of the property, business and undertaking of the Company;

2. During the winding up of the Company.

In circumstances where Redeemable Preference Shareholders are entitled to vote, they may cast one vote for each Redeemable Preference Share held. For such resolutions, Ordinary Shareholders and Redeemable Preference Shareholders will have the same voting rights.

In addition, under the Corporations Act, any proposal that might affect the rights attached to Redeemable Preference Shares must be approved by special resolution (75% of votes cast) of Redeemable Preference Shareholders and a separate resolution passed by special resolution of both Ordinary Shareholders and Redeemable Preference Shareholders.

TRANSFER OF REDEEMABLE PREFERENCE SHARES

A Shareholder may transfer Redeemable Preference Shares by a market transfer in accordance with any computerised or electronic system established or recognised by the Corporations Act for the purpose of facilitating transfers in Redeemable Preference Shares or in any other usual form or in any form approved by the Directors.

The Directors may refuse to register any transfer of Redeemable Preference Shares, other than a market transfer.

MEETINGS AND NOTICE

Each Shareholder (including of ordinary and redeemable preference shares) is entitled to receive notice of, and to attend, general meetings for the Company and to receive all notices, accounts and other documents required to be sent to Shareholders under the Corporations Act.

WINDING UP

The Company has only issued two classes of Shares, Ordinary and Preference which all rank equally in the event of liquidation.

A liquidator may, with the authority of a special resolution of Shareholders divide among the Shareholders in kind the whole or any part of the property of the Company, and may for that purpose set such value as he considers fair upon any property to be so divided, and may determine how the division is to be carried out as between the Shareholders.

The liquidator can, with the sanction of a special resolution of the Company's Shareholders, vest the whole or any part of the assets in trust for the benefit of Shareholders as the liquidator thinks fit, but no Shareholder of the Company can be compelled to accept any Redeemable Preference Shares or other Redeemable Preference Shares in respect of which there is any liability.

SHAREHOLDER LIABILITY

As the Redeemable Preference Shares under the Information Memorandum are fully paid Redeemable Preference Shares, they are not subject to any calls for money by the Directors and will therefore not become liable for forfeiture.

THE CONSTITUTION

The Company is relying on its constitution for its operations. Adoption of changes to the Constitution can only be done by a special resolution passed by at least three quarters of Ordinary Shareholders present and voting at the general meeting. At least 28 days written notice, specifying the intention to propose the resolution as a special resolution, must be given.

12.5 AMENDMENTS TO THESE TERMS OF ISSUE

Subject to complying with all applicable laws, the Company may without the authority, assent or approval of Shareholders amend or add to these Terms of Issue if such amendment or addition is, in the opinion of the directors:-

(a) of a formal, minor or technical nature;

(b) made to correct a manifest error or ambiguity; (c) made to comply with the Corporations Act; or

(d) not likely (taken as a whole and in conjunction with any other proposed modifications) to be materially prejudicial to the interests of Shareholders.

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13. INTERPRETATION

Unless the context otherwise requires, if there is any inconsistency between the provisions of these Terms of Issue, and the Constitution, then, to the maximum extent permitted by law, the provisions of these Terms of Issue will prevail.

Unless otherwise specified, the Directors may exercise all powers of the Company that are not, by the Corporations Act or by the Constitution, required to be exercised by the Company in general meeting.

A reference to $, dollars or cents is a reference to Australian currency.

Notices may be given by the Company to a Shareholder in the manner prescribed by the Constitution for the giving of notices to members of the Company and the relevant provisions of the Constitution apply with all necessary modification to notices to Shareholders.

If an event must occur on a stipulated day which is not a Business day, then the stipulated day for that event will be taken to be the next Business Day.

If a calculation is required, unless the contrary intention is expressed, the calculation will be rounded to two decimal places.

Calculations, elections and determinations made by the Company are binding on Shareholders in the absence of manifest error.

The terms 'takeover bid', 'relevant interest' and 'arrangement' when used in this Information Memorandum have the meaning given in the Corporations Act.

A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

The singular includes the plural and vice versa.

Where a word or phrase is defined its other grammatical forms have a corresponding meaning.

A reference to a person includes a body corporate, an unincorporated body or other entity and conversely.

A reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns.

A reference to any instrument or document includes any variation or replacement of it. A term not specifically defined has the meaning given to it in the Corporations Act.

The Glossary in this Information Memorandum sets out the meaning of particular words and expressions. Definitions and interpretation under the Company Constitution will apply to the terms of the Redeemable Preference Shares unless the contrary intention is expressed.

If any provision of the Terms of Issue is prohibited or unenforceable in its terms but would not be prohibited or unenforceable if it were read down, and is capable of being read down, that provision must be read down accordingly. If, despite this clause, a provision is still prohibited or unenforceable, if the provision would not be prohibited or unenforceable if a word or words were omitted, the relevant words must be severed and, in any other case, the whole provision must be severed. However, the remaining provisions of the Terms of Issue are of full force and effect.

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14. ADDITIONAL INFORMATION

14.1 UPDATED INFORMATION

Where there is a change to information which is not material to investors, we will make this updated information available on the Wealthpool website at www.mywealthpool.com.au (Updated Information).

If you require a paper copy of any Updated Information please contact us and it will be provided without charge on request.

While this Information Memorandum and any Updated Information are up to date at the time of preparation, changes may be made to the Company from time to time. You should ensure that you keep up to date with the latest information on the Company. The changes refer only to those which will not be material to investors.

Any change which is material will require a supplementary Information Memorandum to be issued. If there is a material adverse change, then, in accordance with the Corporations Act, a supplementary Information Memorandum will be issued.

14.2 DISCLSING ENTITY

The Company may become a disclosing entity in which case the following arrangements will apply.

As a disclosing entity, the Company will be subject to regular reporting and disclosure obligations. Copies of documents lodged with ASIC may be obtained from, or inspected at, an ASIC office. You will have the right to obtain various financial reports lodged with ASIC for the Company.

We will satisfy our continuous disclosure obligations for the Company by publishing material information on the Wealthpool website at www.wealthpoolgroup.com.au

Any material information affecting the Company will be placed on our website.

Accordingly, given that the disclosure of material information will be made on our website; we will not be required to lodge continuous disclosure notices for the Company with ASIC.

14.3 LITIGATION

As at the date of this Information Memorandum, the Company is not involved in any legal proceedings and the Directors are not aware of any legal proceedings pending or threatened against the Company.

14.4 FINANCIAL FORECASTS

The Company is relying on the historical performance of the real estate development projects as one of its criteria to decide if it should lend the money raised using this offer in those projects or projects of that kind. However historical performance cannot be relied on to predict future performance.

The Directors have considered the matters set out in ASIC Regulatory Guide 170 and believe that they do not have a reasonable basis to forecast future earnings on the basis that the operations of the Company are inherently uncertain. Accordingly, any forecast or projection information would contain such a broad range of potential outcomes and possibilities that it is not possible to prepare a reliable best estimate forecast or projection.

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14.5 INTERESTS OF EXPERTS AND ADVISERS

Except as set out in this Information Memorandum, no person named in this Information Memorandum as performing a function in a professional, advisory or other capacity in connection with the preparation or distribution of this Information Memorandum:

(a) has any interest or has had any interest during the last two years, in the formation or promotion of, or in property acquired or proposed to be acquired by in connection with its formation or promotion, or the Offer of the Redeemable Preference Shares; and

(c) the Company may pay a capital raising or introduction fee to referral partners for introducing investors to the Company.

14.6 INTERESTS OF DIRECTORS

Other than set out elsewhere in this Information Memorandum no Director or proposed Director of the Company has, or has had in the two years before the date of this Information Memorandum, any interest in the formation or promotion of, or the Offer of Redeemable Preference Shares, or in any loan proposed to be made in connection with information or promotion of the Offer of the Redeemable Preference Shares.

The Directors may apply for Redeemable Preference Shares under the offer.

SHAREHOLDERS

The Directors of the Company or their associates have the following beneficial interest in the securities in the Company at the date of this Information Memorandum:

DIRECTOR OR RELATED ENTITY SECURITIES HELD

Hiram Ng	0 Ordinary Shares
Peter Blauw	0 Ordinary Shares
Robert Parton	1 Ordinary Shares

The Directors may apply for Redeemable Preference Shares under the Offer.

PAYMENTS TO DIRECTORS

The expenses of operating the Company and putting this offer together are being paid by the Ordinary shareholders, management or their associates, from their personal funds and they will be compensated for this only after all accrued dividends payable to the Redeemable Preference Shareholders are paid.

14.7 RELATED PARTY TRANSACTIONS

The Directors of the Company have been involved in the real estate development sector and have long standing dealings with various industry partners.

It may be possible that an opportunity presented for consideration may have connections to the management or Director of the Company. However, each loan will be made on commercial arm's length basis only and any loan which involves any related party dealings will be highlighted to investors as part of the continuous updates the Company provides to investors.

Every loan would have to satisfy the lending mandate and go through the lending review committee's strict selection criteria.

14.8 EXPENSES OF THE OFFER

The total estimated expenses of the offer payable by the Company, including accounting fees, legal fees, share registry fees, printing costs, public relations costs, audits and other miscellaneous expenses are estimated to be approximately $10,000.

The ordinary shareholders, or their associates, and the Company management will bear the operational costs of the Company on an ongoing basis, according to the following process:

1. Company management will first pay any expenses incurred by the Company;

2. Quarterly dividends must have been paid in full, to the level of the target return rate, to all Redeemable Preference Shareholders.

   (a) If No - Reimbursement of Company management will not occur and the liability to Company management will accrue in the Company accounts;

   (b) If Yes - Step 3

3. The 3-monthly cash flow should support the ability of the Company to pay the next due quarterly dividend in full, to the level of the target return rate, to all Redeemable Preference Shareholders.

   (a) If No - Reimbursement of Company management will not occur and the liability to Company management will accrue in the Company accounts;

   (b) If Yes - Company management will be reimbursed for the expenses incurred.

14.9. PRIVACY

Investors will be required to provide personal information to make an investment in the Company.

The Company and their service providers may collect, hold and use potential investors' personal information in order to assess applications, service the needs of prospective and actual investors, service the needs of the Company and for other purposes permitted under the Privacy Act 1998 (Cth).

Tax and company law also require some specific information to be collected in connection with applications and to provide this to certain Government authorities.

14.10 REPORTING AND CERTIFICATION

Your investment balance and transactions will be recorded on the Wealthpool website which will be accessible using your username and password.

When you make a successful investment in the Company, you will be provided with an electronic unit certificate showing your holdings in the Company. In addition to balance and future investments available on the Wealthpool website you will also be provided with the following periodic reports:

(a) an annual report with tax components; and

(b) Quarterly Update reports with any repayments and/ or any updates about the Development.

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14.11 ELECTRONIC INSTRUCTIONS

If an investor instructs the Company by electronic means, such as facsimile, email or internet the investor releases the Company and the Company management from and indemnifies the Company or the Company management against, all losses and liabilities arising from any payment or action the Company or the Company management makes based on any instruction (even if not genuine) that the Company or the Company management receives by an electronic communication bearing your representation and which appears to indicate to the Company or the Company management that the communication has been provided by the investor e.g. a signature which is apparently the investor's and that of an authorised signatory for the investment or an email address which is apparently the investor's.

The investor also agrees that neither they nor anyone claiming through them has any claim against the Company or the Company management in relation to such payments or actions.

There is a risk that a fraudulent withdrawal request can be made by someone who has access to an investor's username and password and a copy of their signature or email address. Please exercise caution.

14.12 ELECTRONIC INFORMATION MEMORANDUM

This Information Memorandum is available in electronic form at www.mywealthpool.com.au. We will send, on request, to any person receiving this Information Memorandum electronically, a paper copy of the Information Memorandum free of charge during the period of the Offer. Applications must be made by completing the Application Form in accordance with the instructions in this Information Memorandum.

Redeemable Preference Shares cannot be issued unless you complete the Application Form. The Application Form contains a declaration that you have personally received the complete and unaltered Information Memorandum prior to completing the Application Form. You should read this Information Memorandum in its entirety before completing the Application Form and seek appropriate financial or accounting advice.

We will not accept a completed Application Form if e have reason to believe that the applicant has not received a complete paper copy or electronic copy of the Information Memorandum, or if we have reason to believe that the Application Form or electronic copy of the Information Memorandum has been altered or tampered with in any way.

While we believe that it is extremely unlikely that during the period of the Offer the electronic version of this Information Memorandum will be tampered with or altered in any way, we cannot give any absolute assurance that this will not occur. If you are in doubt about the validity or integrity of an electronic copy of the Information Memorandum you should immediately request a copy of the Information Memorandum directly from us or your adviser.

14.13 CONSENTS

The Directors have given and have not, before the issuing of this Information Memorandum, withdrawn their written consent to the issue of this Information Memorandum with ASIC.

Hiram Ng has given his written consent to being named as Director in this Information Memorandum, in the form and context in which he is named. Hiram Ng has not withdrawn his consent prior to the issuing of this Information Memorandum with the ASIC.

Peter Blauw has given his written consent to being named as Director in this Information Memorandum, in the form and context in which he is named. Peter Blauw has not withdrawn his consent prior to the issuing of this Information Memorandum with the ASIC.

Robert Parton has given his written consent to being named as Director and Company Secretary in this Information Memorandum, in the form and context in which he is named. Robert Parton has not withdrawn his consent prior to the issuing of this Information Memorandum with the ASIC.

JC Accounting Services has given its written consent to being named as Finance Services provider to the Company in this Information Memorandum, in the form and context in which it is named. JC Accounting Services has not withdrawn its consent prior to the issuing of this Information Memorandum with the ASIC.

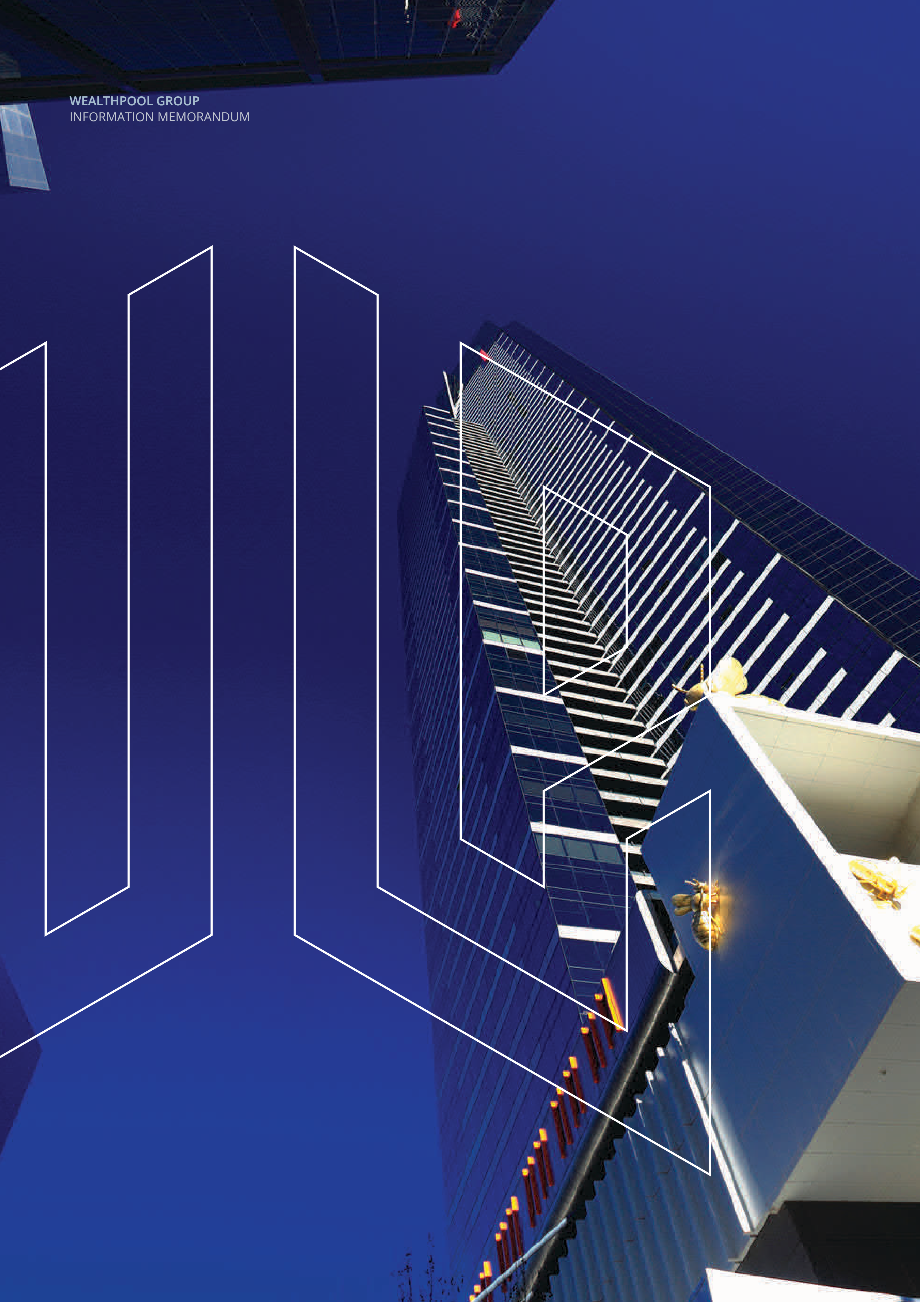
CDH Commercial has given its written consent to being named as a development management team member of the Company in this Information Memorandum, in the form and context in which it is named. CDH Commercial has not withdrawn its consent prior to the issuing of this Information Memorandum with the ASIC.

Lindsay James Brown (FCA) has given his written consent to being named as Auditor of the Company in this Information Memorandum, in the form and context in which it is named. Lindsay James Brown has not withdrawn his consent prior to the issuing of this Information Memorandum with the ASIC.

Each of the parties referred to in this Section, to the maximum extent permitted by law, expressly disclaim and take no responsibility for any part of this Information Memorandum other than a reference to its name and a statement included in this Information Memorandum with the consent of that party as specified in this Section.

14.4 GOVERNING LAW

This Information Memorandum, the Offer and the contracts formed by the acceptance of Applications under the Offer are governed by the laws in force in the State of Victoria. The Company and each Applicant submit to the non-exclusive jurisdiction of the courts of Victoria.



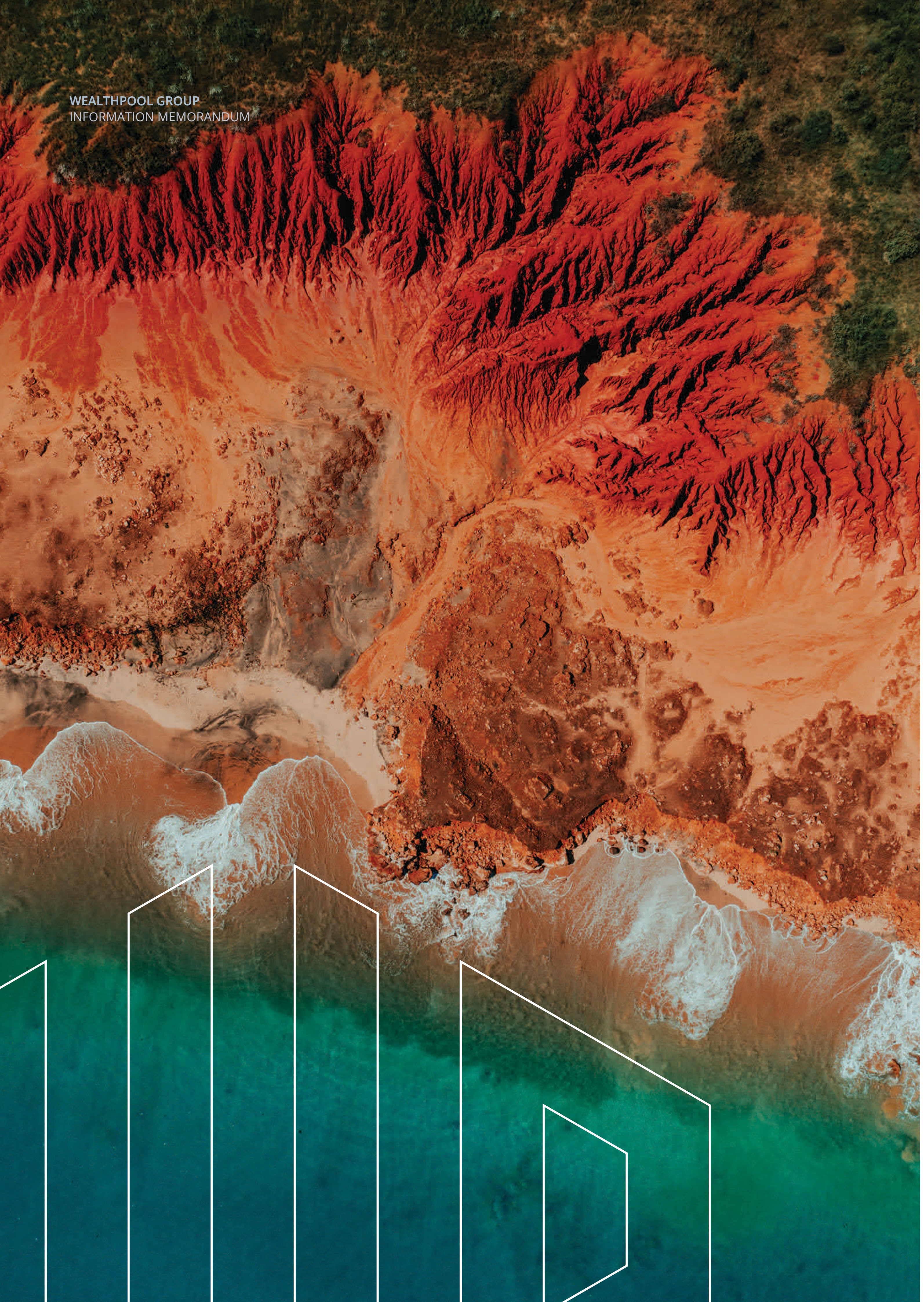
WEALTHPOOL GROUP
INFORMATION MEMORANDUM

15. DIRECTORS' AUTHORISATION

This Information Memorandum is issued by the Company and its issue has been authorised by a resolution of the Directors. The Directors state that they have made all reasonable enquiries and have reasonable grounds to believe that any statements by the Directors in this Information Memorandum are true and not misleading.

In accordance with section 720 of the Corporations Act, each Director has consented to the issuing of this Information Memorandum with the ASIC.

ROBERT PARTON
Director
Wealthpool Group



WEALTHPOOL GROUP
INFORMATION MEMORANDUM

16. GLOSSARY

ACTUAL RETURN
The annualised return actually earned by the Company in respect of a Loan over the Investment Term.

APPLICATION FORM
The investment Application Form accompanying this Prospectus; which you must complete in order to become an Investor in the Company.

ASIC
The Australian Securities and Investments Commission.

BORROWER
The legal entity which is borrowing from the Company.

BUSINESS DAY
A day which is not a Saturday, Sunday or a gazetted public holiday in Sydney.

DEVELOPMENT PROFIT AGAINST COST
This refers to the project profit as a percentage of the project total cost.

By way of example if a project was to develop three-townhouses and each townhouse is worth $720,000 on completion. We call that a $2,160,000 project ($720,000 x 3).

If the total cost of the project is $1,800,000. The profit would therefore be $360,000 ($2,160,000 – 1,800,000). The development profit against cost would therefore be 20% (360,000 / 1,800,000 x 100).

GROSS REALISATION VALUE
The value (net of GST) of the development stock upon completion of the project.

INFORMATION MEMORANDUM
This Information Memorandum relating to an investment in the Company.

INVESTOR / SHAREHOLDER / HOLDER
A person who holds a Redeemable Preference Share.

LOAN
Means a loan advanced by the Company to the Borrower.

LOAN TERM
The term of the underlying Loan.

OFFER
The opportunity to invest in Redeemable Preference Shares in the Company as detailed in this Information Memorandum.

RECORD DATE
The date determined for payment of a dividend.

REIMBURSABLE EXPENSES (EXTRAORDINARY)
Expenses and costs incurred by the Company or the Company management which are extraordinary, non- recurring and which occur outside of the normal operation of the Company (including, but not limited to, convening Investor meetings, producing disclosure documents, any enforcement action against Borrower(s) commencing and defending litigation, etc).

REIMBURSABLE EXPENSES (NORMAL)
Expenses and costs incurred by the Company or the Company management relating to the normal recurring day to day operations of the Company.

REDEEMABLE PREFERENCE SHARE
A class of share in the Company.

SPV
A separate entity or Special Purpose Vehicle set up by a Borrower that will undertake the development of a project that the Company will lend to.

TARGET DIVIDEND RATE
The rate of return anticipated to be paid to investors in the Redeemable Preference Shares in accordance with the terms of this Information Memorandum.

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www.wealthpoolgroup.com.au
ACN 638 101 514