



ASX Release

13 January 2025

360 Capital REIT (ASX: TOT) Notice of Meeting

360 Capital FM Limited as responsible entity for 360 Capital REIT (ASX:TOT) (the stapled entity comprising 360 Capital Active REIT ARSN 602 303 613 and 360 Capital Passive REIT ARSN 602 304 432) (together **TOT** or **Fund**) is pleased to announce that it gives notice of an upcoming Extraordinary Meeting (**Meeting**) which will be held at the date, time and place detailed below, or at such later time and date as notified to TOT's members (**Members**), to consider and vote on the resolution contained in the attached Notice of Meeting.

Date: Thursday, 6 February 2025
Time: 11 am AEDT
Venue: Warrane Theatre, Museum of Sydney
Cnr Phillip Street and Bridge Street
Sydney NSW 2000

The Notice of Meeting is attached to this announcement. The Explanatory Memorandum and Proxy Form which accompany and form part of the attached Notice of Meeting, describe in more detail the matters to be considered.

The Meeting will give Members a chance to meet management and discuss their investment in TOT. Management will also provide an update on the progress of the operational aspects of TOT's portfolio of assets including leasing, asset and portfolio performance and provide an overview of the current markets which each of the assets are in and the general commercial real estate market and investment landscape.

The Meeting is also being held to consider a resolution for 360 Capital FM Limited as responsible entity of TOT to enter into an investment management agreement with 360 Capital REIT IM Pty Limited (**Investment Management Agreement**). Refer to the Notice of Meeting and accompanying explanatory memorandum Notice of Meeting for more information.

As set out in the Notice of Meeting, subject to the approval of Members of the Investment Management Agreement, the Fund:

- management fee charged to TOT by the Responsible Entity will be reduced by 0.05% of TOT's gross asset value (a saving of approximately \$100,000 per annum off the current fee structure charged to TOT by the Responsible Entity); and
- constitutions of each of the Trusts comprising TOT, will be amended by the Responsible Entity to remove the Responsible Entity's right to receive annual performance fees from TOT from time to time.



This means that if the Investment Management Agreement is approved by Members, the fees that are charged to TOT will be reduced. Refer to the Notice of Meeting for more information in respect of the proposed Investment Management Agreement.

The addition to the above cost savings to Members, other benefits of TOT entering into the Investment Management Agreement include:

- TOT securing the benefit of the Investment Manager's experience and expertise in running assets or businesses similar to those of TOT;
- streamlining the day-to-day operational decision making of TOT; and
- enabling TOT to grow and assisting in allowing the Fund to diversify its portfolio and improve its liquidity.

For further details of the advantages and disadvantages associated with TOT entering into the Investment Management Agreement please refer to the explanatory memorandum included in the Notice of Meeting.

Authorised for release by, Glenn Butterworth, Company Secretary.

More information on TOT can be found on the ASX's website at www.asx.com.au using the Group's ASX code "TOT", on 360 Capital's website www.360capital.com.au, by calling the 360 Capital investor enquiry line on 1300 082 130 or by emailing investor.relations@360capital.com.au.

Alternatively, please contact either:

Tony Pitt

Executive Chairman
360 Capital FM Limited
+61 2 8405 8860

James Storey

Chief Executive Officer
360 Capital FM Limited
+61 2 8405 8860

Glenn Butterworth

Chief Financial Officer
360 Capital FM Limited
+61 2 8405 8860

About 360 Capital REIT (ASX: TOT)

The Fund has a demonstrated track record of consistent quarterly distributions, through a selective and disciplined investment philosophy, combined with access to real estate investment opportunities available to TOT through the 360 Capital Group, the manager of the Fund.

360 Capital



Notice of Extraordinary Meeting and Explanatory Memorandum

360 Capital Active REIT

ARSN 602 303 613

360 Capital Passive REIT

ARSN 602 304 432

This is an important document and requires your immediate attention.
You should read this document in its entirety before deciding how to vote.

If you are in any doubt about what to do, you should consult your
financial, legal, tax or other professional adviser without delay.

Issued by 360 Capital FM Limited

ABN 15 090 664 396

AFSL 221 474

as responsible entity of the 360 Capital REIT

(the stapled entity comprising 360 Capital Active REIT ARSN 602 303
613 and 360 Capital Passive REIT ARSN 602 304 432)

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Important Notices

What is this document?

Notice is hereby given that a meeting of the members of 360 Capital REIT (the stapled entity comprising 360 Capital Active REIT ARSN 602 303 613 (**TOT Active**) and 360 Capital Passive REIT ARSN 602 304 432 (**TOT Passive**)) (TOT Active and TOT Passive together, the **Fund**) will be held concurrently as set out in this document (**Meetings**).

Concurrent Meetings are being held for TOT Active and TOT Passive, as they have identical Members following the stapling of units in TOT Active to the units in TOT Passive (the stapled units in TOT Active and TOT Passive together, the **Stapled Units**).

This Notice is issued by 360 Capital FM Limited ACN 090 664 396 as responsible entity of 360 Capital REIT (Responsible Entity). The constitutions of each trust comprising the Fund provide that meetings of Members of each trust comprising the Fund may be held in conjunction with each other while stapling of the Stapled Units applies.

The purpose of this notice in respect of the Meetings (**Notice**) is to provide information considered to be material to the decision of the members of the Fund (**Members**) in determining how to vote on the Resolution.

All information in this document forms part of the Notice.

No investment advice

The information contained in this Notice does not constitute financial product advice and has been prepared without reference to your particular investment objectives, financial situation, taxation position and needs. It is important that you read the Notice in its entirety before making any investment decision and any decision on how to vote on the Resolution.

Defined terms

All times expressed in this Notice refer to Australian Eastern Daylight Time (AEDT) and references to dollars, \$, cents or ¢ are to Australian currency.

Any questions?

If you have any questions about your holding of Stapled Units in the Fund or the Resolution, please contact 360 Capital Investor Services on 1300 082 130. If you are in any doubt on how to vote on the Resolution or the action to be taken, you should contact your financial, legal, tax or other professional adviser without delay.

Meeting details and important dates

Last date and time for receipt of Proxy Forms: 11.00am (AEDT)
Tuesday 4 February 2025

Date and time to determine your eligibility to vote at the Meeting: 7.00pm (AEDT)
Tuesday 4 February 2025

Date and time of the Meeting: 11.00am (AEDT)
Thursday 6 February 2025

Place: The Extraordinary Meeting will be held at:

Warrane Theatre
Museum of Sydney
Cnr Phillip Street and Bridge
Street, Sydney NSW 2000

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Notice of Meeting

360 Capital REIT (the stapled entity comprising 360 Capital Active REIT ARSN 602 303 613 and 360 Capital Passive REIT ARSN 602 304 432)

Extraordinary Meeting

NOTICE IS HEREBY GIVEN by 360 Capital FM Limited under sections 252A of the *Corporations Act 2001* (Cth) (**Corporations Act**) that a meeting of Members of the Fund (**Meeting**) will be held at the time, date and place detailed below, or such later time and date as notified to Members, to consider and vote on the Resolution in this Notice will be held concurrently as follows:

Date: Thursday 6 February 2025
Time: 11.00am (AEDT)
Place: The meeting will be held at:
Warrane Theatre
Museum of Sydney
Cnr Phillip Street and Bridge Street
Sydney NSW 2000

The Explanatory Memorandum forming part of this Notice provides additional information on matter to be considered at the Meeting.

Business of the Meeting

Item A. Enter into a new Investment Management Agreement

The meeting is asked to consider and if thought fit, pass the following resolution as an Ordinary Resolution of Members:

Resolution 1: Enter into Investment Management Agreement

“That, for the purposes of Chapter 2E (as modified by Part 5C.7) of the Corporations Act 2001 (Cth) and for all other purposes, the terms of the investment management agreement (as summarised in the Explanatory Memorandum forming part of this Notice) between the Responsible Entity and 360 Capital REIT IM Pty Limited as the proposed investment manager of 360 Capital REIT (the stapled entity comprising 360 Capital Active REIT ARSN 602 303 613 and 360 Capital Passive REIT ARSN 602 304 432) is approved.”

Information on each of the Resolution, together with relevant voting exclusion statements, is set out in the Explanatory Memorandum (which forms part of this Notice).

By order of the Board of Responsible Entity



Tony Pitt
Executive Chairman
360 Capital FM Limited
Dated: 13 January 2025

Notes about the Meeting and how to vote

THESE NOTES FORM PART OF THE NOTICE

Changing the time and date of the Meeting and updated information

The Responsible Entity reserves the right to postpone or adjourn the Meeting to a later time or date. If the Responsible Entity makes such a determination, it will notify all Members by lodging an announcement on the ASX and by placing an announcement on the Fund's website at www.360capital.com.au.

The Responsible Entity will endeavour to notify Members of any such postponement prior to the original date and time of the Meeting, however, the postponement of the Meeting will not be invalidated by the failure to do so. If the Meeting is adjourned for one month or more, the Responsible Entity will give a new notice of the adjourned Meeting.

Quorum

The quorum necessary for the Meetings is at least two Members present in person or by proxy together holding at least 10.0% of the Stapled Units on issue, and the quorum must be present at all times during the Meeting.

Chairperson

In accordance with section 252S(1) of the Corporations Act, the Responsible Entity appoints Mr Tony Pitt to chair the Meeting.

Voting intentions of the Chairperson

The Chairperson intends to vote all undirected proxies appointing the chair as proxy in favour of the Resolution.

Voting by Responsible Entity

The Responsible Entity and its associates are not entitled to vote their interests on a Resolution at the Meeting if they have an interest in that Resolution other than as a Member.

Voting

Voting on the Resolution will be decided by poll. On a poll, every person present who is a Member or a proxy, or body corporate representative has one vote for each dollar of the value of the Member's total Stapled Units in the Fund held by the person, or in respect of which the person is appointed as proxy, or body corporate representative. A Member entitled to two or more votes does not have to exercise its votes in the same way and does not have to cast all its votes.

Proxies

If you are unable or do not wish to attend the Meeting, you may appoint a proxy to attend and vote on your behalf. A proxy need not be a Member.

If a Member is entitled to two or more votes they may appoint two proxies and may specify the number or percentage of votes each proxy is appointed to exercise. If no such number or percentage is specified, each proxy may exercise half the Member's votes.

Body corporate representatives

Body corporate representatives are requested to bring appropriate evidence of appointment as a representative. Attorneys are requested to bring a copy of the relevant power of attorney pursuant to which they have been appointed. Representatives will also be required to provide proof of identity. These documents can be mailed to the Responsible Entity at least 24 hours before the meeting.

Voting entitlements

The Directors of the Responsible Entity have determined that, subject to the voting restrictions set out below, voting entitlements will be determined from the names of the Members on the Register of Members of the Fund as at 7.00pm (AEDT) Tuesday, 4 February 2025.

Jointly held Stapled Units

If a Stapled Unit in the Fund is held jointly, and more than one Member votes in respect of that Stapled Unit, only the vote of the Member whose name appears first in the register of Members counts.

Appointment of proxy

If you are entitled to vote at the Meeting you have a right to appoint a proxy to attend and vote at the Meeting on your behalf and may use the Proxy Form enclosed with the Notice. The notes on the Proxy Form explain how the form should be completed. The proxy does not need to be a Member of the Fund.

If you wish to appoint someone other than the Chairperson of the Meeting as your proxy, please write the name of that person in the appropriate box. Members cannot appoint themselves. If you do not name a proxy, or your named proxy does not attend the Meeting, the Chairperson of the Meeting will be your proxy and vote on your behalf.

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Your proxy has the same rights as you to speak at the Meeting and to vote to the extent you allow on the Proxy Form.

Appointing a second proxy

If you are entitled to cast two or more votes you may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise.

If you appoint two proxies and the appointment does not specify the proportion or number of votes each proxy may exercise, each proxy may exercise half of the votes (ignoring fractions).

Voting directions to your proxy

You may direct your proxy on how to vote on the Resolution.

If you do, your proxy does not have to vote, but if your proxy does vote, your proxy must vote as directed. If your proxy is the Chairperson, the Chairperson must vote on a poll and must vote as directed.

If you do not direct your proxy how to vote, your proxy will vote as it chooses. If you mark more than one box relating to a Resolution any vote by your proxy on that item may be invalid.

Signing instructions

A Proxy Form must be signed by the Member or the Member's attorney. Instructions for signing are on the Proxy Form. If a proxy is signed by an attorney and you have not previously lodged the power of attorney for notation, please attach an original or a certified copy of the power of attorney to the Proxy Form when you return it.

Appointment of proxy under the power of attorney

If a proxy is signed under a power of attorney on behalf of a Member, an original or a certified copy of the power of attorney must be lodged with the Proxy Form and received by the Responsible Entity no later than 11.00am (AEDT) on Tuesday, 4 February 2025 at one of the addresses set out below.

Lodgement of proxies and other authorities Proxy Forms and other authorities should be returned by one of the methods below.

Voting exclusion statement – Resolution 1

The Responsible Entity will disregard any votes cast in favour of Resolution 1 by or on behalf of any person who is expected to participate in, or who will obtain a material benefit as a result of, Resolution 1 (Entry into the Investment Management Agreement), or any associate of such a person.

However, this does not apply to a vote cast in favour of Resolution 1 by:

- (a) a person as proxy or attorney for a person who is entitled to vote on Resolution 1, in accordance with directions given to the proxy or attorney to vote on Resolution 1 in that way; or
- (b) the Chairperson as proxy or attorney for a person who is entitled to vote on Resolution 1, in accordance with a direction given to the Chairperson to vote on Resolution 1 as the Chairperson decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting on Resolution 1, and
 - (ii) the holder votes on Resolution 1 in accordance with directions given by the beneficiary to the holder to vote in that way.

General voting exclusions

In accordance with section 253E of the Corporations Act, the Fund Responsible Entity and its associates are not entitled to vote Stapled Units of the Fund held by them if they have an interest in a resolution other than as a holder of Stapled Units of the Fund.

Proxy voting by the Chairperson of the Meeting

If the Chairperson is your proxy, and you do not provide a voting direction with respect to the Resolution, you will have directed the Chairperson of the Meeting to vote in favour of the Resolution. The Chairperson of the Meeting also intends to vote undirected proxies in favour of each Resolution.

Submission of written questions to the Fund

Members entitled to vote at the Meeting, may submit a written question to the Responsible Entity in relation to the Resolution in respect of the Fund no later than five business days before the date of the Meeting. All questions must be sent to the Responsible Entity

marked to the attention of the Responsible Entity Secretary.

Questions will be collated and, during the Meeting, the Chairperson will seek to address as many of the more frequently asked questions as possible. However, there may not be sufficient time available at the Meeting to address all questions raised. Please note that individual responses will not be sent to Members.

Lodgement of proxies and other authorities

Proxy Forms and other authorities should be returned by posting them in the reply-paid envelope provided or delivering them to one of the addresses below.

By post

Boardroom Pty Limited
GPO Box 3993
Sydney NSW 2001

Online

<https://www.votingonline.com.au/TOTegm2025>

By hand

c/- Boardroom Pty Limited
Level 8, 210 George Street
Sydney NSW 2000

All Proxy Forms must be received by Boardroom Pty Limited no later than 11.00am (AEDT) Tuesday 4 February 2025.

The cut-off time for online voting is 11.00am (AEDT) Tuesday 4 February 2025.

Documents received after that time will not be valid for the Meeting.

For personal use only

Explanatory Memorandum

This Explanatory Memorandum has been prepared for the information of Members of the Fund in relation to the business to be conducted at the Extraordinary Meeting of Members to be held at 11.00am Thursday, 6 February 2025. The purpose of this Explanatory Memorandum is to assist Members to decide how to vote on the Resolution set out in the Notice of Meeting and is intended to be read in conjunction with the Notice of Meeting.

Subject to the abstentions noted below, the Directors of the Responsible Entity of the Fund unanimously recommend that Members vote in favour of the Resolution. The Chairperson of the Meeting intends to vote all available undirected proxies in favour of the Resolution.

Item A. Enter into Investment Management Agreement

360 Capital Group (ASX:TGP) holds a 42.1% stake in the Fund and the Responsible Entity is a wholly owned subsidiary of the Group.

All 360 Capital Group ASX listed funds have the same responsible entity (being, 360 Capital FM Limited).

360 Capital is implementing separate Investment Managers for each of its ASX listed funds and certain unlisted funds.

The Responsible Entity intends to, subject to Member approval, appoint 360 Capital REIT IM Pty Limited (ACN 682 961 226) as the investment manager of the Fund (**Investment Manager**) under an investment management agreement (**Investment Management Agreement**). 360 Capital REIT IM Pty Limited, is a corporate authorised representative of the Responsible Entity and a subsidiary of 360 Capital Group Limited.

The Responsible Entity intends to delegate the investment management of the Fund's investment portfolio to the Investment Manager pursuant to the Investment Management Agreement. Given that the proposed Investment Manager is a related entity of the Responsible Entity, the Responsible Entity has received a 'no objection letter' from the ASX in

respect of the proposed Investment Management Agreement.

Under Chapter 2E of the Corporations Act (as varied by Part 5C.7), member approval is required where a financial benefit is provided by a responsible entity in respect of a registered managed investment scheme to a related party (subject to limited exceptions which do not apply in the current circumstances). As noted above, the proposed Investment Manager is a related entity of the Responsible Entity.

The Responsible Entity considered alternative options to entering into the Investment Management Agreement. The alternate options considered by the Responsible Entity were engaging third-party administrators in respect of the Fund and other investment managers. Given the size of the Fund however, these alternate options would result in an increase in the costs of operating the Fund. For these reasons, the Responsible Entity has determined that entering into the Investment Management Agreement in respect of the Fund is in the best interests of members for the reasons set out in this Explanatory Memorandum (notwithstanding that in isolation, the Minimum Term and Extended Term (as defined in the Investment Management Agreement summary below) may not be considered, on their face, arm's length terms).

Chapter 2E of the Corporations Act (as amended by Part 5C.7 the Corporations Act) also requires that the Fund's Members approve the terms of the Investment Management Agreement, given 360 Capital Group Limited (which is listed on the ASX) is the ultimate holding company of the Responsible Entity and the Investment Manager.

If the Investment Management Agreement is entered into, a separate board from the board of the Responsible Entity, being the board of directors of the Investment Manager, will be responsible for the oversight of the Investment Manager's obligations under Investment Management Agreement. That board includes key management of 360 Capital Group and also the same independent Directors as those that sit on the board of the Responsible Entity.

By implementing a separate Investment Management Board, certain decisions will be delegated to the Investment Manager, streamlining the day-to-day decision making of the Fund, enabling the Fund to grow assisting in allowing the Fund to diversify its portfolio and improve the liquidity of the Fund.

The Investment Manager will also undertake

appropriate due diligence and ongoing oversight in respect of the service providers it engages.

The Investment Manager of the Fund will be responsible for implementing the investment strategy, asset management and administration of the investment structure of the Fund, and this will include:

- implementing the investment strategy, including actively managing and supervising the Fund's investments;
- attending regular investment review meetings, reviewing investment proposals and policies;
- making recommendations, sourcing investments, conducting investment and operational due diligence, performing financial modelling and assisting with the negotiation of the terms of any investment;
- regularly updating the Responsible Entity regarding the portfolio and provide all information necessary for the maintenance of the Fund's financial accounts to be completed;
- providing administrative support to assist and ensure the maintenance of the records of the Fund; and
- doing all things reasonably necessary to ensure the Fund complies with applicable laws (including the Corporations Act) and regulations, including liaising with regulators such as ASIC and the ASX.

In providing the services under the Investment Management Agreement, the Investment Manager must, in addition to other things, act honestly, in accordance with a standard ordinarily expected of a suitably qualified investment manager, in accordance with applicable laws and in compliance with the Fund's constituent documents. Refer to paragraphs 5, 6, 7 and 8 (below) for further information.

As set out below, subject to the approval of Investment Management Agreement, the Responsible Entity will amend the constitutions of each of TOT Active and TOT Passive to remove the annual performance fees which the Responsible Entity as responsible entity of each of TOT Active and TOT Passive may be entitled to from time to time. Depending on the performance of the Fund, the effect of the amendments noted above may reduce the fees paid by the Fund to the Fund's Responsible Entity. Refer to paragraph 10 below for more information.

Further, subject to the approval of the Investment Management Agreement, the management fee that is currently being charged to the Fund by the Responsible Entity will be reduced (refer to paragraph

9 below for more information). Please also refer to paragraphs 11 and 12 below in relation to the asset acquisition fee and asset disposal fee respectively.

Terms of the Investment Management Agreement

A summary of the key provisions of the Investment Management Agreement is set out below:

1. (**Commencement Date**) The Investment Management Agreement commences on and from 7 February 2025 and continues until terminated pursuant to the terms of the Investment Management Agreement.
2. (**Minimum Term**) The Investment Management Agreement may be terminated by the Responsible Entity by giving 3 months' notice in writing to the Investment Manager which specifies a termination date that is 10 years after the Commencement Date.
3. (**Extended Term**) The Investment Management Agreement will be automatically extended for further periods of 5 years on and from the 10th anniversary of the Commencement Date, unless notice is provided as set out in paragraph 2 (above) or the Investment Management Agreement is otherwise terminated under paragraphs 5, 6 or 7 (set out below).
4. (**Exclusivity**) During the term of the Investment Management Agreement, the services provided by the Investment Manager to the Responsible Entity in respect of the Fund are to be performed exclusively by the Investment Manager. The Investment Manager may, however, provide similar services as the services provided in respect of the Fund to other clients provided the Investment Manager has in place appropriate procedures for managing conflicts.
5. (**Termination by the Responsible Entity**) The Fund's Members may, by special resolution at any time terminate the Investment Management Agreement to take immediate effect if the Investment Manager:
 - a. is subject to an insolvency event;
 - b. is grossly negligent and causes a materially adverse effect on the Fund or which constitutes wilful misconduct, fraud or bad faith in connection with the Investment Manager's obligations under the Investment Management Agreement; or
 - c. has committed a material breach of the Investment Management Agreement which remains unremedied (or cannot reasonably be remedied and the Investment Manager has not

compensated the Responsible Entity for the loss or damage) for 60 business days after a breach notice is provided by the Responsible Entity to the Investment Manager,

provided in each case that the Members have approved a replacement investment manager by special resolution.

6. **(Termination under Relevant Law)** The Responsible Entity may terminate the Investment Management Agreement at any time is required to do so under Relevant Law or by any court of competent jurisdiction.
7. **(Termination by the Investment Manager)** The Investment Manager may give notice in writing to the Responsible Entity terminating the Investment Management Agreement:
 - a. to take effect 60 days after the date of the relevant notice; or
 - b. to take effect immediately if any event referred to in paragraph 5 (above) occurs in respect of the Responsible Entity.
8. **(Removal Fee)** The Investment Manager will be entitled to a fee if the Investment Management Agreement is terminated:
 - a. without cause (**Without Cause Payment Event**) which is equal to the sum of:
 - i. all outstanding fees owed to the Responsible Entity or Investment Manager at the time of the occurrence of a Without Cause Payment Event;
 - ii. an amount equivalent to 24 months' worth of the Investment Manager's management fee, on the gross asset value of the Fund as at the Without Cause Payment Event; and
 - iii. all charges and expenses incurred in enacting the handover to a replacement investment manager; and
 - b. with cause (**Cause Payment Event**) which is equal to the sum of:
 - i. all outstanding fees owed to the Responsible Entity or Investment Manager at the time of the occurrence of a Cause Payment Event;
 - ii. an amount equivalent to 6 months' worth of the manager fee, on the Gross Asset Value of the Fund as at the Cause Payment Event; and

- iii. all charges and expenses incurred in enacting the handover to a replacement investment manager.

No Removal Fee will be payable where the Investment Manager voluntarily retires as investment manager of the Fund.

9. **(Management Fee)** The investment management fee under the Investment Management Agreement will be 0.55% per annum (plus GST net of reduced input tax credits (**RITCs**)) of the Fund's gross asset value (**GAV**) and the Responsible Entity will receive 0.05% (plus GST net of RITCs) of GAV. The total fees following the appointment of the Investment Manager will be a reduction of 0.05% of the Fund's GAV, a saving of approximately \$100,000 per annum off the current fee structure charged to the Fund by the Responsible Entity (refer to page 45 of the Fund's existing Product Disclosure Statement, which can be found at www.360capital.com.au/tot-investor-centre).
10. **(Performance Fee)** Subject to the approval of Investment Management Agreement, the Responsible Entity will amend the constitutions of each of TOT Active and TOT Passive to remove the annual performance fees which the Responsible Entity may be entitled to from time to time. There will be no performance fees charged to the Fund by the Responsible Entity or the Investment Manager if the Investment Management Agreement is approved and entered into.
11. **(Asset Acquisition Fee)** The Fund constitutions provide for an asset acquisition fee payable to the Responsible Entity of up to 1.0% of the total purchase price of the investment on completion of the acquisition of that investment in circumstances where it was introduced by the Responsible Entity or any of its associates. Subject to the approval of the Investment Management Agreement, this fee will become payable to the Investment Manager under the Investment Management Agreement where the relevant acquisition was introduced by the Investment Manager or any of its associates (rather than it being a fee payable to the Responsible Entity).
12. **(Asset Disposal Fee)** The Fund constitutions provide for an asset disposal fee payable to the Responsible Entity of up to 1.0% of the total sale price of the investment on completion of the sale or disposal of that investment in circumstances where it was introduced by the Responsible Entity or any of its associates. Subject to the approval of the Investment Management

Agreement, this fee will become payable to the Investment Manager under the Investment Management Agreement where the relevant disposal was introduced by the Investment Manager or any of its associates (rather than it being a fee payable to the Responsible Entity).

13. **(Indemnities)** The Responsible Entity will indemnify the Manager against any liabilities incurred arising out of its proper administration of the Investment Management Agreement, except in limited circumstances which include, where a party is negligent, fraudulent, or dishonest or the Investment Manager is in breach of the Investment Management Agreement.
14. **(Powers of the Investment Manager)** Subject to applicable law and the Fund's constituent documents, in performing the services the Investment Manager has all of the powers of the Responsible Entity in dealing with the assets of the Fund.
15. **(Conflict of interest)** The Investment Manager must notify the Responsible Entity as soon as it becomes aware of any identified conflict of interest for the Manager in connection with the provision of services under the Investment Management Agreement.
16. **(Amendment)** The Investment Management Agreement may be amended by exchange of letters signed by the parties to the Investment Management Agreement, subject to the requirements of the relevant law (including the ASX Listing Rules). Material amendments may require member approval to ensure that the ASX does not determine that the amendment is not appropriate for a listed entity.

The Responsible Entity ensures that service providers to the Fund, including related bodies corporate, comply with their ongoing obligations under the relevant service agreements by monitoring their performance. The Responsible Entity is bound by the constitutions of the Fund (as amended from time to time) and the Corporations Act.

Associated Interests in respect of Resolution 1

The Responsible Entity notes that Tony Pitt, Andrew Moffat and David van Aanholt (being directors of the Responsible Entity) are Members of the Fund.

Directors of the Responsible Entity also hold interests in TGP (which in turn, as noted herein, holds an interest in the Responsible Entity, the Fund and the proposed Investment Manager).

The Responsible Entity has determined that such

interests are not material personal interests for the purposes of *ASIC Regulatory Guide 76*.

Reasons to vote in favour of Resolution 1

The Responsible Entity recommends that Members vote in favour of Resolution 1 for the following reasons:

- entering into the Investment Management Agreement secures the benefit of the Investment Manager's experience and expertise in running assets or businesses similar to those of the Fund;
 - entering into the Investment Management Agreement will streamline the day-to-day operational decision making of TOT;
 - entering into the Investment Management Agreement will enable the Fund to grow and assisting in allowing the Fund to diversify its portfolio and improve its liquidity;
 - the Investment Manager will have comfort for the duration of the Investment Management Agreement that its appointment cannot be terminated without cause prior to the expiry of the relevant term. This will permit the Investment Manager to continue to invest and grow its business, which in turn, will strengthen the ability of the Investment Manager to deliver returns for the Fund;
 - notwithstanding:
 - that the Investment Management Agreement will have an Initial Term of 10 years; and
 - that the Investment Management Agreement is proposed to have rolling 5 year terms after the Initial Term,
- the Members will at all times have a right to terminate the Investment Management Agreement in accordance with paragraph 5 (as set out above) if any of the events referred to in that paragraph occur in respect of the Investment Manager; and
- the Investment Management Agreement does not, in the reasonable opinion of the Responsible Entity:
 - give the Investment Manager any power to exercise control over assets or businesses which it does not have sufficient experience in managing;
 - have a term that is excessive (for the reasons set out in this Explanatory Memorandum);
 - contain inappropriate termination provisions (refer to the summary of the Investment Management Agreement terms above); and
 - contain provisions to the effect that

the Investment Manager will be entitled to receive excessive payments (or other inappropriate rights) in circumstances where the Investment Management Agreement is terminated.

Reasons to vote against Resolution 1

The following (non-exhaustive) list of reasons also exist as to why Members may elect not to vote in favour of Resolution 1:

- as a result of the 10 year Minimum Term (refer to the Investment Management Agreement summary above), the Responsible Entity will have less flexibility in appointing an alternative investment manager than if the Investment Management Agreement had a lesser minimum term (i.e., 5 years);
- whilst the Investment Management Agreement can be terminated for cause (refer to the summary above), the relevant cause events are limited and further, Members must approve a replacement investment manager by special resolution. This may limit the Responsible Entity's ability to terminate the Investment Manager; and
- a Removal Fee may be payable to the Investment Manager on termination under the proposed Investment Management Agreement of between 6 – 24 months, depending on the circumstances.

What happens if the Resolution is not approved?

If Members do not approve Resolution 1 the management fee charged to the Fund by the Responsible Entity will remain unchanged and will **NOT** be reduced by 0.05% per annum of GAV. Further, if Resolution 1 is not approved, the Fund may have to pay performance fees to the Responsible Entity in the future, which may make the Fund uncompetitive when looking at opportunities.

If Resolution 1 is not approved, the Responsible Entity will continue to carry out the management and administrative functions for the Fund.

What happens if the Resolution is approved?

If Members approve Resolution 1, the Responsible Entity will enter into the Investment Management Agreement with the Investment Manager. In addition, if Members approve Resolution 1, the management fees charged to the Fund will be reduced by 0.05% per annum of GAV and there will no longer be any performance fee charged to the Fund by the Responsible Entity.

Board Recommendation

As noted above, the Responsible Entity recommends that Members vote in favour of Resolution 1.

Queries

If you have any questions regarding your investment in the Fund, the Resolution, or what action you should take, please consult your legal, investment, taxation or other professional adviser or contact 360 Capital Investor Services on 1300 082 130 or email investor.relations@360capital.com.au

Other information

In addition to this Explanatory Statement, further information regarding the Fund can be obtained from its website at www.360capital.com.au.

Copies of the Fund's audited Annual Report for the financial year ended 30 June 2024 can be found on the Fund's website at www.360capital.com.au. As at the date of this Explanatory Statement, and so far as is known by the Board of the Fund, there are no material changes to the financial position of the Fund since the date of that full year report and financial statements.

360 Capital



360 Capital Active REIT

ARSN 602 303 613

360 Capital Passive REIT

ARSN 602 304 432

Investor Enquiries

360 Capital Investor Services

Toll Free: 1300 082 130

Email: investor.relations@360capital.com.au

Postal Address for Lodgement of Proxies

Boardroom Pty Limited

GPO Box 3993

Sydney NSW 2001

Registered Office

Level 37, 1 Macquarie Place,

Sydney NSW 2000

www.360capital.com.au

Disclaimer

Disclaimer

This document has been prepared by 360 Capital FM Limited (ABN 15 090 664 396, AFSL 221474), Level 37, Gateway Tower, 1 Macquarie Place, Sydney NSW 2000, as responsible entity of the 360 Capital REIT (Responsible Entity). The Responsible Entity, its associates, related entities and Directors of the Responsible Entity do not guarantee the performance of the Fund or the repayment of monies invested. The information contained in this document does not constitute financial product advice. While every care has been exercised in the preparation of this document and the information is believed to be correct, this document is provided for general information purposes only and does not have regard to the particular circumstances, financial situation or needs of any specific person who may read it and whom should seek their own professional advice. This document contains forward looking statements which are identified by words such as "may", "could", "believes", "estimates", "expects", "intends" and other similar words that imply risks and uncertainties. These forward looking statements are subject to known and unknown risks, uncertainties and other factors that could cause the actual results, performance or achievements of the Fund to vary materially from those expressed or implied in such forward looking statements. Past performance is not an indicator of future performance.

360 CAPITAL REIT

360 Capital Active REIT ARSN 602 303 613 and
360 Capital Passive REIT ARSN 602 304 432.

All Correspondence to:

- ✉ **By Mail** Boardroom Pty Limited
GPO Box 3993
Sydney NSW 2001 Australia
- 📠 **By Fax:** +61 2 9290 9655
- 💻 **Online:** www.boardroomlimited.com.au
- ☎ **By Phone:** (within Australia) 1300 737 760
(outside Australia) +61 2 9290 9600

YOUR VOTE IS IMPORTANT

For your vote to be effective it must be recorded **before 11:00am (AEDT) on Tuesday, 4 February 2025.**

🖥️ TO VOTE ONLINE

- STEP 1: VISIT** <https://www.votingonline.com.au/totegm2025>
- STEP 2: Enter your Postcode OR Country of Residence (if outside Australia)**
- STEP 3: Enter your Voting Access Code (VAC):**

📱 BY SMARTPHONE



Scan QR Code using smartphone
QR Reader App

📄 TO VOTE BY COMPLETING THE PROXY FORM

STEP 1 APPOINTMENT OF PROXY

Indicate who you want to appoint as your Proxy.

If you wish to appoint the Chair of the Meeting as your proxy, mark the box. If you wish to appoint someone other than the Chair of the Meeting as your proxy please write the full name of that individual or body corporate. If you leave this section blank, or your named proxy does not attend the meeting, the Chair of the Meeting will be your proxy. A proxy need not be a Member of the Fund. Do not write the name of the issuer company or the registered Member in the space.

Appointment of a Second Proxy

You are entitled to appoint up to two proxies to attend the meeting and vote. If you wish to appoint a second proxy, an additional Proxy Form may be obtained by contacting the Fund's securities registry or you may copy this form.

To appoint a second proxy you must:

- complete two Proxy Forms. On each Proxy Form state the percentage of your voting rights or the number of securities applicable to that form. If the appointments do not specify the percentage or number of votes that each proxy may exercise, each proxy may exercise half your votes. Fractions of votes will be disregarded.
- return both forms together in the same envelope.

STEP 2 VOTING DIRECTIONS TO YOUR PROXY

To direct your proxy how to vote, mark one of the boxes opposite each item of business. All your securities will be voted in accordance with such a direction unless you indicate only a portion of securities are to be voted on any item by inserting the percentage or number that you wish to vote in the appropriate box or boxes. If you do not mark any of the boxes on a given item, your proxy may vote as he or she chooses. If you mark more than one box on an item for all your securities your vote on that item will be invalid.

Proxy which is a Body Corporate

Where a body corporate is appointed as your proxy, the representative of that body corporate attending the meeting must have provided an "Appointment of Corporate Representative" prior to admission. An Appointment of Corporate Representative form can be obtained from the Fund's securities registry.

STEP 3 SIGN THE FORM

The form **must** be signed as follows:

Individual: This form is to be signed by the Member.

Joint Holding: where the holding is in more than one name, all the Members should sign.

Power of Attorney: to sign under a Power of Attorney, you must have already lodged it with the registry. Alternatively, attach a certified photocopy of the Power of Attorney to this form when you return it.

Companies: this form must be signed by a Director jointly with either another Director or a Company Secretary. Where the company has a Sole Director who is also the Sole Company Secretary, this form should be signed by that person. **Please indicate the office held by signing in the appropriate place.**

STEP 4 LODGEMENT

Proxy forms (and any Power of Attorney under which it is signed) must be received no later than 48 hours before the commencement of the meeting, therefore by **11:00am (AEDT) on Tuesday, 4 February 2025.** Any Proxy Form received after that time will not be valid for the scheduled meeting.

Proxy forms may be lodged using the enclosed Reply Paid Envelope or:

- 💻 **Online** <https://www.votingonline.com.au/totegm2025>
- 📠 **By Fax** + 61 2 9290 9655
- ✉ **By Mail** Boardroom Pty Limited
GPO Box 3993,
Sydney NSW 2001 Australia
- 👤 **In Person** Boardroom Pty Limited
Level 8, 210 George Street,
Sydney NSW 2000 Australia

Attending the Meeting

If you wish to attend the meeting please bring this form with you to assist registration.

For personal use only

SAMPLE

360 Capital REIT

360 Capital Active REIT ARSN 602 303 613 and
360 Capital Passive REIT ARSN 602 304 432.

Your Address

This is your address as it appears on the Fund's unit register. If this is incorrect, please mark the box with an "X" and make the correction in the space to the left. Members sponsored by a broker should advise their broker of any changes.

Please note, you cannot change ownership of your securities using this form.

PROXY FORM

STEP 1 APPOINT A PROXY

I/We being a member/s of **360 Capital REIT**, the stapled entity comprising: 360 Capital Active REIT ARSN 602 303 613 and 360 Capital Passive REIT ARSN 602 304 432 ("Fund") and entitled to attend and vote hereby appoint:

the **Chair of the Meeting (mark box)**

OR if you are **NOT** appointing the Chair of the Meeting as your proxy, please write the name of the person or body corporate (excluding the registered Member) you are appointing as your proxy below

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chair of the Meeting as my/our proxy at the Extraordinary General Meeting of the Fund to be held at **Warrane Theatre, Museum of Sydney, Cnr Phillip Street and Bridge Street, Sydney NSW 2000 on Thursday, 6 February 2025 at 11:00am (AEDT)** and at any adjournment of that meeting, to act on my/our behalf and to vote in accordance with the following directions or if no directions have been given, as the proxy sees fit.

The Chair of the Meeting intends to vote undirected proxies in favour of the Resolutions.

STEP 2 VOTING DIRECTIONS

* If you mark the Abstain box for a particular item, you are directing your proxy not to vote on your behalf on a show of hands or on a poll and your vote will not be counted in calculating the required majority if a poll is called.

		For	Against	Abstain*
Resolution 1	Enter into Investment Management Agreement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

STEP 3 SIGNATURE OF MEMBERS

This form must be signed to enable your directions to be implemented.

Individual or Member 1

Member 2

Member 3

Sole Director and Sole Company Secretary

Director

Director / Company Secretary

Contact Name.....

Contact Daytime Telephone.....

Date / / 2025

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SAMPLE