



Transfer Form

1. Full Name of Transferor (Seller)

Investor 1

Title Mr ☐ Mrs ☐ Miss ☐ Other _____
First Name(s) _____

Surname / Company / Super Fund / Other _____

Investor 2 (joint holdings only)

Title Mr ☐ Mrs ☐ Miss ☐ Other _____
First Names(s) _____

Surname / Company / Super Fund / Other _____

2. Investment Details for Transfer

Investor Account ID Number _____ Investor ID _____

Name of the LM Fund

LM First Mortgage Income Fund (Receivers and Managers Appointed) (Receiver Appointed)
ARSN 089 343 288 ("FMIF")

Name of Responsible Entity: LM Investment Management Limited ACN 077 208 461 (In Liquidation) (Receivers and Managers Appointed)

State in which Responsible Entity is taken to be registered: Queensland

Number of units _____

3. Transfer Types

- ☐ Transfer to existing direct investor
- ☐ Transfer to existing indirect investor (i.e. Transferee is currently invested in the LM Fund via a Master Trust / Wrap / Bond Platform)
- ☐ Transfer to financial advisor
- ☐ Transfer to a trustee on whose behalf the units are held or to the holder of the beneficial interest in the units (e.g. SMSF)
- ☐ Deceased estate
- ☐ New investor



LM Investment Management Ltd (In Liquidation).
(Receiver and Managers Appointed) (Receiver Appointed).

ARSN 077 208 461 / Responsible Entity 6/4/2016 No. 202011

Investor 1

First Name(s)

Surname / Company / Super Fund / Other

First Name(s)

Surname / Company / Super Fund / Other

Consideration for Transfer:

Transferor

Date _____

Date _____

Date _____

Date _____



LM Investment Management Ltd (In Liquidation).
(Receiver and Managers Appointed) (Receiver Appointed).

Acknowledgement and Indemnity

1. I/We understand that a person without my/our authority could send LM Investment Management Ltd (In Liquidation) (Receivers Appointed) (LMIM) or Mr Whyte a fax or scanned image, and by pretending to be me/us, transfer or withdraw funds from my/our account for their own benefit or request any other changes to my/our account. In using fax or scan facilities, I/we agree that LMIM, or Mr Whyte is not responsible to me/us for any fraudulently completed communications and that LMIM, or Mr Whyte will not compensate me/us for any losses.
2. I/We agree that should such a fraud take place, I/we release and indemnify LMIM and Mr Whyte against any liabilities whatsoever arising from LMIM, or Mr Whyte acting on any communication received by fax or scanned image in respect of my/our investment. LMIM, or Mr Whyte will not be liable for any loss or delay resulting from the non-receipt of any transmission. These terms and conditions are in addition to any other requirements that may form part of my/our giving instructions relating to the completion of a particular authority. By sending LMIM, or Mr Whyte a fax or scanned image I/we signify my/our acceptance of these conditions.
3. I/We acknowledge and agree that:-
 - a. the FMIF is being wound up pursuant to Orders of Dalton J of the Supreme Court of Queensland dated 21 August 2013;
 - b. Mr Whyte is unable to make any distributions or payments to investors without authority of the Court;
 - c. no representation has been made to me/us by or on behalf LMIM or of Mr Whyte about any matter in respect of the FMIF, including, but not limited to, the likely amount of any distribution or payment to investors, whether there will be any distribution or payment to investors and no guarantee is given by Mr Whyte as to the likely amount of any distribution or payment to investors, or whether there will be any distribution or payment to investors.
4. Limitation of Liability – Mr Whyte
 - a. I/we acknowledge and agree that:
 - i. Mr Whyte of BDO was appointed as receiver of the property of the FMIF and as the person to take responsibility for ensuring that the FMIF is wound up according to its Constitution, pursuant to the Supreme Court order by Justice Dalton dated 21 August 2013;
 - ii. Pursuant to orders of Justice Jackson of the Supreme Court of Queensland dated 17 December 2015, Mr Whyte is authorised and empowered to exercise the powers of and is responsible for the functions of, the Responsible Entity under clauses 9, 10 and 22 of the Constitution of the FMIF, including, relevantly, the power to register (or in certain limited circumstances, the power to refuse to register) a transfer of units;
 - iii. neither Mr Whyte nor any officer, partner, employee or consultant of or to BDO incur any personal liability on any account whatsoever under or in connection with this transfer of units in the FMIF or the registration of the transfer;
 - iv. the limitation of Mr Whyte's liability under this clause will continue notwithstanding that he ceases to act in the capacity referred to in clause (i) and will operate as a waiver of any claims in under statute, in tort and restitution as well as under the law of contract against Mr Whyte personally arising out of or in connection with this transfer of units; and
 - v. the limitations under this clause will be in addition to, and not in substitution for, any right of indemnity or relief otherwise available to Mr Whyte and will continue notwithstanding the non-registration or setting aside of this transfer for any reason; .
 - b. Mr Whyte accepts the benefit of the promises given by me/us under this Acknowledgement and Indemnity, pursuant to s 55 of the Property Law Act 1974 (Qld).

Please refer to the Constitution for the terms of the Fund. Any further information is available from Mr Whyte on request.

Please send completed form, application form and anti-money laundering identification details to LM First Mortgage Income Fund (Receivers and Managers Appointed) (Receiver Appointed)

Mail Original to: LM First Mortgage Income Fund (Receivers and Managers Appointed) (Receiver Appointed)
C/-BDO
GPO Box 457
Brisbane QLD 4001
Fax: +61 7 3221 9227
Email: enquiries@lmfmif.com.au
Phone: +61 7 3237 5999



LM Investment Management Ltd (In Liquidation).
(Receiver and Managers Appointed) (Receiver Appointed).

APN 610 077 228 461 / Responsible Entity 6/4/15, No. 2202/1