

Term Sheet

Branford Castle US Private Equity Fund III (AUD)

This document is issued by Spire Capital Ltd ACN 141 696 120, AFSL 344365, as Trustee of Spire Capital Master Fund. It should be read in conjunction with the Spire Capital Master Fund Information Memorandum ([IM](#)), also issued by Spire Capital Ltd and considered carefully before making a decision to invest in the Units.

This Confidential Term Sheet (**Term Sheet**) is submitted to prospective investors and their advisers on a strictly confidential basis solely in connection with the consideration of an investment in Branford Castle US Private Equity Fund III (the "Fund"). Due to the confidential nature of this Term Sheet, its use for any other purpose might involve serious legal consequences. Your acceptance of this Term Sheet constitutes your agreement to maintain the confidentiality of this Term Sheet, any supplement hereto or any information contained herein or therein, and not to reproduce it or otherwise disclose it or its contents.

This term sheet (including its Annexures) (**Term Sheet**) and the application form accompanying the Term Sheet (**Application Form**), together with the trust deed for the Master Fund ([Trust Deed](#)) and the IM (together, the

Transaction Documents) contain the complete terms applicable to the Units. Prospective investors should carefully consider the risks of investing and should carefully consider all Transaction Documents and offering materials in respect of the Master Fund and consider whether an investment in the Master Fund is appropriate in light of their investment objectives, financial situation or particular needs before making a decision to invest.

It is only after the point in time when you agree to the Transaction Documents, the Trustee receives cleared funds into its nominated account, and the Trustee, in its absolute discretion, accepts your offer to invest, that the Trustee will issue you Units.

By completing and signing the Application Form, you are making a commitment to invest in the Series and agree to be bound by the Transaction Documents and meet all obligations in those documents in a timely manner.

General Terms

Activation Date	This Term Sheet is active as 19th March 2025
APIR Code	SPI6658AU
Investment Form and structure	This document relates to the issue of units in the Spire Capital Master Fund (Trust). The Trust comprises a number of series of Units. The Units are to be of a new series of units in the Trust called Branford Castle US Private Equity Fund III (AUD) (Series or Units).
Eligible Investors	Wholesale Clients, as defined by the Corporations Act 2001. Investors must also be non "U.S. Persons" as defined in Regulation S under the (U.S.) Securities Act.
Currency	Australian Dollars (AUD)
Master Fund	Spire Capital Master Fund (Master Fund or Trust). The Master Fund is an Australian domiciled unregistered wholesale unit trust.
Trustee and Fund Manager	Spire Capital Ltd (Trustee, Fund Manager or Spire) Level 30 Australia Square 264-278 George Street

	<p>Sydney NSW 2000 AFSL No. 344365 Tel: +61 2 9047 8800 Fax: +61 2 8047 8811 Email: info@spirecapital.com.au Web: www.spirecapital.com.au</p>
Distributor	<p>Spire Asset Management Pty Ltd (Distributor) has been appointed Australian Distributor of the Underlying Funds by the General Partner. The Distributor will receive compensation from the General Partner as described in Additional information</p>
Spire Group	<p>Spire Capital Ltd, Spire Asset Management Pty Ltd and Spire Investments Pty Ltd are collectively referred to in this document as Spire Group.</p>
Custodian	<p>One Managed Investment Funds Limited (Custodian)</p>
Auditor	<p>KPMG (Auditor)</p>
Series Investment Strategy	<p>The Units will act as an AUD denominated Australian access fund to the investment strategy and assets of Branford Castle Fund III (LP).</p> <p>The Units will invest as a single Limited Partner in the Underlying Fund</p>
About Branford Castle Partners.	<p>For over three decades, Branford Castle Partners has been a leading investor in micro-cap companies, which began with a focus on market-leading businesses that define themselves through defensible competitive advantages and strong cash flow generation. The firm was founded in 1986 by John K. Castle, a pioneer of the institutional private equity industry who previously served as Chairman of the DLJ Capital Group and President and CEO of Donaldson, Lufkin & Jenrette. In 2002, the current management team began working together under the leadership of John S. Castle and David A. Castle, allowing Branford to enhance its focus on value creation in the micro-cap space while accommodating both institutional and family office investors.</p> <p>Branford's early years were defined by deal-by-deal investments using Castle family capital in what is known as the "Legacy Period" from 1986-2002. In 2002, under new leadership, Branford entered its "Pre-Fund" period where it continued to make control investments on a deal-by-deal basis, generating strong returns including multiple investments that achieved greater than 10x Multiple of Invested Capital (MOIC). Building on this success, in 2016 Branford raised its first institutional fund with US\$116.9 million in commitments, followed by Fund II in 2021 with US\$205.5 million.</p> <p>Branford's extensive history in micro-cap investing provides significant advantages in sourcing, valuation, and operational improvement. Starting with Fund I, Branford began implementing a more institutionalized approach while maintaining its focus on companies with under US\$100 million in enterprise value, as the firm often has deep industry expertise and operational capabilities that enable strong value creation. The firm has consistently generated attractive returns across market cycles through its disciplined investment approach and hands-on portfolio management.</p> <p>Branford currently manages over US\$322 million in assets across two active funds and has generated over US\$260 million in distributions to Fund I and II investors since 2016. Through Funds I and II, Branford has completed 16 platform investments and 14 bolt-on acquisitions at an average entry multiple of 5.7x EBITDA. The firm operates from offices in New York City and Boca Raton, Florida, supported by an experienced team</p>

	<p>of investment professionals and operating partners who provide strategic guidance to portfolio companies.</p> <p>Branford's approach has generated strong historical returns:</p> <ul style="list-style-type: none"> • Fund II (2021-Current): 1.9x Gross MOIC (1.4x Net) and 58.8% IRR (36.0% Net) • Fund I (2016-Current): 2.7x Gross MOIC (2.0x Net) and 42.0% IRR (23.5% Net) • Pre-Fund (2002-2016): 3.1x Gross MOIC (2.6x Net) and 50.7% IRR (40.5% Net) <p>For further information regarding Branford's investment strategy, team and track record, please review the Private Placement Memorandum (PPM) for Fund III, located via Annexure B of this Term Sheet.</p>
Applications / Offer Period	Daily during the offer period of the Units, which shall be determined by the Trustee (Offer Period). The Offer Period is expected to close 30 September 2025, however the Trustee may determine to close the Offer Period at such other date at its absolute discretion.
Application conditions	<p>Investment in the Series is subject to:</p> <ol style="list-style-type: none"> a) the applicant meeting eligibility criteria as determined by the Trustee; b) receipt of cleared funds into application account bank account; c) this Term Sheet and relevant documentation being accepted; and d) the Trustee accepting your offer to invest in the Units, in its absolute discretion.
Unit Application Price	Following acceptance of applications, investors will be issued Units at an application price per unit equating to the AUD equivalent of USD\$1.00 on the day an application is accepted. The Units will be issued on a fully paid basis.
Minimum Investment	AUD\$100,000
Minimum Additional Investment	AUD\$50,000
Liquidity, Access to Funds and cooling-off	<p>The Units will not be liquid, no cooling-off period applies to applications for the Units, and while the Units remain not liquid, investors do not have any redemption or withdrawal rights without the approval of the Trustee. However, it is anticipated (but not guaranteed, and at all times subject to the success of the Underlying Fund's investment program) that following the completion of the Underlying Fund's investment period, the Units will receive returns of capital via the sale of assets. From the date of material distributions being received from the Underlying Fund, the Trustee may, but is not obliged to, elect to use the returns of capital received to date to conduct a withdrawal offer to enable liquidity to investors who elect to participate in the withdrawal offer. Returns of capital which are surplus to redemption demand under any withdrawal offer will be returned to investors proportionally as part of the next distribution following the withdrawal offer or re-invested in accordance with any distribution reinvestment plan election which may be available at the time.</p>

	<p>It is not anticipated that investors in the Series will be able to withdraw other than on wind up of the Underlying Fund at the conclusion of its term.</p> <p>An investment in the Series is speculative and involves investment risk, including the loss of capital invested. Prospective investors must have the financial capacity to withstand the loss of the total capital invested.</p>
Term of the Units	<p>An investment in the Units is a long-term commitment. The term of the Units will be dictated by the term of the Underlying Fund, which will have an initial term of ten (10) years from the final closing date. The General Partner may extend the term for two (2) additional one-year periods in its sole discretion. The Partnership's term may be extended upon the consent of a majority-in-interest of the Limited Partners that are not affiliated with the General Partner, for any number of additional one-year periods.</p>
Underlying Investment Strategy and Objectives	<p>Branford Castle Partners Investment Overview</p> <p>Branford's objective is to invest in market-leading micro-cap companies through control investments to achieve attractive returns by targeting businesses they believe have proprietary competitive advantages and clear opportunities for value creation.</p> <p>Branford's three-decade history of micro-cap investing provides significant advantages in sourcing, deal flow, valuation, and operational improvement. Branford's investment professionals have deep networks across North America, and these relationships help the firm establish early connections with business owners and intermediaries. Branford leverages its long-standing reputation and well-developed relationships with over 20,000 intermediaries to source, access, and execute investment opportunities.</p> <p>Investment Framework</p> <p>Branford has developed a comprehensive framework for making investment decisions centred around:</p> <p><u>Control Position & Proprietary Advantages</u></p> <p>Many premier micro-cap companies restrict potential buyers based on reputation and ability to close. Due to its established relationships and reputation in the lower middle market, Branford is able to source proprietary opportunities through its industry network. The firm typically seeks companies with patents, trade secrets, regional protection or other competitive advantages that create barriers to entry.</p> <p><u>Resources & Operating Expertise</u></p> <p>Branford's specific resources include experienced operating partners and board members who provide strategic guidance and industry expertise. This operating network helps to better understand opportunities for value creation and operational improvement at both the platform and bolt-on level.</p> <p><u>Ready to Execute</u></p> <p>Due to the often compressed timelines of micro-cap transactions, Branford's resources contribute directly to its readiness to execute upon attractive opportunities. Branford's dedicated team, reliable access to capital, and deep industry expertise allows for quick response times and informed investment decisions.</p> <p><u>Returns Through Multiple Levers</u></p> <p>Branford seeks to deliver returns through multiple value creation strategies: 1) purchasing companies at attractive valuations (average 5.7x EBITDA for Funds I and II), 2) implementing operational improvements and strategic initiatives, 3) completing</p>

accretive bolt-on acquisitions, and 4) selling to larger buyers who value the enhanced scale and profitability achieved under Branford's ownership.

Investment Sourcing: The Benefits of Branford's Network

Branford's long history of micro-cap investing provides significant advantages in sourcing, deal flow, data availability, and analysis. The firm's senior investment professionals actively cover key markets across North America, maintaining regular contact with business owners, intermediaries, and industry executives.

Branford's investment professionals have cultivated deep networks in the lower middle market and these relationships help the firm establish early access to potential transactions. Branford leverages its reputation as a reliable buyer and partner to source proprietary opportunities. As a known entity in the micro-cap space, Branford is often a preferred buyer due to its ability to close quickly and add value post-closing.

Branford's Access is a Result of its Deep Experience

Branford has earned a reputation with intermediaries and business owners as a thoughtful, constructive, and long-term partner. The firm is dedicated to cultivating its relationships across the micro-cap ecosystem. To maintain these relationships, Branford leverages its track record of successful transactions and value creation spanning multiple market cycles.

With its intermediary relationships, Branford employs a methodical process to strengthen its connections: targeting several hundred in-person meetings annually, establishing multiple contact points within each organization, and leveraging relationships with industry executives and operators.

Focus on Portfolio Diversification and Risk Mitigation

Branford's diversification strategy encompasses industry diversification, geographic diversification across North America, and portfolio company concentration limits. This approach prevents the fund from having excessive exposure to any single sector or region.

Risk is mitigated through:

- Disciplined valuation parameters centered around 5-7x EBITDA
- Focus on companies with demonstrated market leadership
- Conservative use of leverage (typically 3-4x EBITDA)
- Active oversight and monitoring of portfolio companies
- Strategic guidance from experienced operating partners

Investment Process

Branford has developed a comprehensive framework for making investment decisions centered around:

- Enterprise value under US\$100 million
- Market leadership position (#1 or #2 player)
- Demonstrated competitive advantages
- Strong historical cash flow generation
- Multiple avenues for growth and value creation

	<ul style="list-style-type: none"> • Aligned management team <p>Initial screening is followed by comprehensive due diligence encompassing:</p> <ul style="list-style-type: none"> • Market analysis and competitive positioning • Financial and accounting review • Customer relationships and concentration • Management assessment and capabilities • Operations and manufacturing processes • Growth opportunities and strategic initiatives • Exit opportunities and likely buyers <p>Investment Process</p> <p>As deals are sourced, at least two senior team members are assigned to evaluate each opportunity. After initial analysis, opportunities are presented to the Investment Committee to evaluate potential interest in completing further diligence. The Investment Committee meets weekly to review opportunities and includes John S. Castle, David A. Castle, Eric Korsten, Ceon Francis, John K. Castle, David Pittaway, and Susan Copperman.</p> <p>During due diligence, multiple senior professionals provide input on specific aspects depending on expertise and relationships. External counsel and advisors are engaged to provide specialized expertise in areas such as accounting, environmental, IT, and insurance. Investment decisions require unanimous approval from the Investment Committee.</p> <p>The Branford investment team members remain actively involved in all aspects of portfolio management post-closing, including:</p> <ul style="list-style-type: none"> • Weekly monitoring of key metrics • Monthly management meetings • Quarterly board meetings • Annual strategic planning • Ongoing evaluation of bolt-on opportunities • Exit planning and execution <p>Alignment of Interests</p> <p>Branford strongly believes in aligning interests with limited partners through significant GP commitment and performance-based economics. Fund III includes:</p> <ul style="list-style-type: none"> • Minimum GP commitment of US\$16.25 million • 2% management fee during investment period • 20% carried interest subject to 8% preferred return • Management company bears its own operating costs • Portfolio company monitoring fees offset management fee
<p>NAV of the Units</p>	<p>Following the close of the Offer Period, the Fund Manager will estimate the NAV of the Units as of the end of each calendar month (or as of any other day as may be selected</p>

	<p>by the Fund Manager). Any such estimate will be based solely on (i) the most recent valuation of the Underlying Fund made available to all investors in the Underlying Fund; (ii) the operating expenses of the Master Fund that are attributable to the Units; and (iii) fluctuation in foreign exchange rates, mainly between the US Dollars (USD) and the AUD.</p> <p>With respect to the valuation of the Master Fund's investment in the Series Sub-Trust that is attributable to the Units, the Fund Manager will rely on the latest valuation information available from the Series Sub-Trust as conclusive, subject to any adjustments that the Fund Manager considers necessary or desirable (including, without limitation, accrual of fees and currency exchange conversion). There is no guarantee that such valuation information will be current as of the date on which the valuation of assets of the Units is determined.</p> <p>Other assets held by the Master Fund that are attributable to the Units will be valued at market value using valuation methods and policies consistent with industry standards.</p>
<p>Unit Pricing and Reporting</p>	<p>Investors in the Units will receive the following reporting and notifications:</p> <p><u>Investor monthly statement and report</u></p> <p>An investor statement containing the NAV and Unit Price and a report will be prepared each month and sent to you by email. Such report sets out an overview of the Fund's performance for the period.</p> <p><u>Transaction confirmations</u></p> <p>The Master Fund's registry will provide written confirmation of each of your transactions promptly. This includes initial investments and distributions. Confirmation will be made to you by email.</p> <p><u>Tax statement</u></p> <p>A year-end tax statement or AMIT Member Annual Statement (AMMA), will be sent to you by the registry with tax information as soon as reasonably practicable after the end of the financial year to help you include the information in your tax return.</p> <p><u>Annual financial report</u></p> <p>The audited consolidated financial statements for the Master Fund will be prepared as at 30 June each year and available on the Spire capital website, or can be sent to you by email on request.</p> <p><u>Indirect investors</u></p> <p>If you are investing as an indirect investor via an investor directed portfolio service (IDPS), your IDPS provider will report to you about your investment. Please refer to them about the frequency and nature of reporting on your investment.</p>
<p>About the Master Fund</p>	<p>This Term Sheet relates to the Units, which are a class of units of the Spire Capital Master Fund (Master Fund), which is an unregistered unit trust that invests in a range of assets through separate unit classes.</p> <p>As at the date of this Term Sheet, the Master Fund has 33 separate classes of units (each, a Class). Assets and liabilities attributable to a Class are generally segregated from other Classes, and each Class has no recourse to any other Class. Assets attributable to each Class are invested separately, via a sub-trust (each, a Sub-Trust). Notwithstanding this, assets and liabilities of the Master Fund that are not attributable</p>

	<p>to a specific Class will be allocated among all Classes in accordance with the Trust Deed. Additional Classes may be created from time to time.</p> <p>When you invest in a Class, your money is pooled with investments from other investors in that Class and used to acquire assets for the Class, which will be managed on behalf of all investors in the Class. Accordingly, the net asset value (NAV) and the calculation and attribution of income, expenses, assets and liabilities are made on a Class basis.</p> <p>When you invest in the Master Fund, you acquire units. Each unit that you hold in the Master Fund represents an equal and undivided interest in the Master Fund and assets attributable to the relevant Class as a whole, subject to (i) the segregation of assets and liabilities as described above, (ii) the liabilities of the Master Fund that may be allocated to a Class, and (iii) the rights, liabilities, obligations and restrictions attaching to that Class. However, the Trustee, rather than you, has control over the Master Fund's assets, management and operation. Your investment does not give you an interest in any particular asset of the Master Fund.</p> <p>You should note that the Trustee may, in consultation with the Manager, decide to terminate the launch of a Class if the aggregate amount of applications received for that Class by the Class closing date is below AUD\$10 million. In such case, the costs and expenses associated with such launch will be borne by the Manager and not charged to the Master Fund.</p> <p>In this event Class Units will not be issued to applicants and 100% of application proceeds will be refunded to applicants.</p> <p>The Master Fund and all Sub-Trusts have elected into the Attribution Managed Investment Trust (AMIT) regime which has been introduced to reduce certain complexities and confusions associated with the taxation of managed investment trusts which existed prior to the introduction of the AMIT regime.</p>
New Classes	<p>The Trustee of the Master Fund reserves the right to establish new Classes of units from time to time. Where established, each new Class will be issued to investors in accordance with the terms of that Class, as found in the term sheet for that Class.</p>
Structure	<p>All or substantially all of the assets attributable to the Units are invested in a Sub-Trust called Spire Charlie Australian Feeder (AUD) (Series Sub-Trust). The Series Sub-Trust is treated as a corporation for US federal income tax purposes and invests all or substantially all of its assets in an underlying fund called The Branford Castle Parallel Fund III, L.P. (Underlying Fund), which is an Ontario domiciled limited partnership. The structure diagram provided at Annexure A is a simplified illustration of the structure and the manner in which the Master Fund intends to hold the investments attributable to the Units. Assets may be held through a number of intermediate holding companies or partnerships (Holding Entities) as appropriate given commercial circumstances and the desire to be tax-efficient. The Underlying Fund may change the manner in which they acquire and holds interests in the investments, including by forming or eliminating Holding Entities.</p> <p>The Underlying Fund forms part of a larger fund structure that is constituted by the Underlying Fund, other fund investor vehicles (Parallel Funds), Holding Entities and co-investment vehicles that may be established from time to time (each, an Underlying Entity and collectively, the Underlying Entities). Not all of these Underlying Entities have been shown in the structure diagram provided at Annexure A.</p>

General Partner	Branford Castle Associates III, LP (General Partner) will act as the General Partner for the Underlying Fund.
Management Company	Branford Castle Partners, L.P., an SEC-registered investment adviser, is the investment adviser to the Underlying Fund.
Valuation	<p>The value of the Master Fund's investment in the Series Sub-Trust that is attributable to the Units is dependent on the value of the investments held directly or indirectly by the Underlying Fund. The Series Sub-Trust typically produces a valuation as of each month-end. The Underlying Fund typically produces a valuation as of each quarter date.</p> <p>Most, if not all, of the Underlying Fund investments and other assets in which the Underlying Fund directly or indirectly invests, will not have a readily ascertainable market value (i.e. are difficult-to-value assets) and will be valued by the General Partner in accordance with its valuation policy and appraisal procedures.</p> <p>The carrying value of an investment may not reflect the price at which the investment could be sold in the market, and the difference between carrying value and the ultimate sales price could be material.</p>
Distributions during the Offer Period	During the Offer Period, while capital is being raised for the Fund, net income generated from bank interest, less fund expenses, will be distributed to Unitholders on a monthly basis.
Distributions following the Offer Period	Any distributable income, gains or returns of capital based upon distributions received from the Underlying Fund in accordance with the constituent documents of the Underlying Fund. These amounts will be distributed to the Series Sub-Trust in accordance with the constituent documents of the Underlying Fund. These amounts will then be distributed to the Master Fund in accordance with the trust deed of the Series Sub-Trust. These amounts will then be distributed to investors in the Units on an annual basis as at 30 June commencing in 2025. Generally, the Trustee is only able to make distributions to holders of Units after the Series Sub-Trust has received distributions from the Underlying Fund in USD and has converted such distributions into AUD. There is no guarantee that the Underlying Fund, the Series Sub-Trust and therefore the Master Fund, will make any distributions. The amount of distributions available may be affected by the fluctuation between USD and AUD. Prospective investors should be aware that as the Underlying Fund is a growth oriented total return strategy, regular distributions of income are not expected to be received from the Underlying Fund and the Series Sub-Trust.
Distribution Re-investment	Investors may elect to re-invest distributions into another Class that is open for investment.
Tax Statements	Australian and AUD denominated tax statements will be issued annually as at 30 June if there is reportable taxable income for the year.
Transfers	Subject to the Trust Deed, unitholders may only transfer Units with the consent of the Trustee (which may be withheld in its absolute discretion), and in the manner as prescribed by the Trustee from time to time.

Series Sub-Trust Asset Terms

This is a summary of the terms of the Series Sub-Trust.

Sub-Trust Name	Spire Charlie Australian Feeder (AUD)
Trustee	Spire Investments Pty Ltd (Sub-Trust Trustee)
Custodian	One Managed Investment Funds Limited
Auditor	KPMG
Series Sub-Trust Units	<p>The Series Sub-Trust is a segregated unit trust and the Master Fund will hold 100% of a discrete class of units exposed specifically to an investment in the Underlying Fund.</p> <p>Spire Investments Pty Ltd will be the trustee for the Series Sub-Trust.</p> <p>A “Transaction Structure” diagram is included as an Annexure A to this Term Sheet.</p>
Investment terms	The Series Sub-Trust will issue units to the Master Fund at a price of US\$1.00 per unit.
Series Sub-Trust Assets	<ul style="list-style-type: none"> • A limited partnership interest in the Underlying Fund • Cash
Currency Hedging	The Series Sub-Trust will be unhedged.

Fees

Management Fee	0.50% p.a. x NAV of the Units (paid monthly) plus goods and services tax (GST), payable to Spire Asset Management Pty Ltd at the Master Fund level.
Underlying Management Fees	At the Underlying Fund level, until the earlier of the expiration of the 5-year Investment Period, or the initial closing of a Successor Fund, 2.0% per annum on committed capital. Thereafter, the Underlying Management Fee will be 2% of net invested capital of the Underlying Fund.

Management Fee Offsets	<p>Underlying Management Fees will be reduced by 100% of transaction fees, monitoring fees, advisory fees, breakup fees and other similar fees received by the Management Company and its affiliates from a portfolio company or prospective portfolio company (such fees, "Portfolio Company Fees"), net of expenses incurred in connection therewith to the extent they are attributed to Limited Partners who are charged Management Fees. Such Underlying Management Fee reductions (and any other offsets to the Underlying Management Fee will be carried forward, if necessary, and any unapplied Underlying Management Fee reductions existing upon the Underlying Fund's liquidation will be retained by the Management Company and its affiliates (including the General Partner).</p> <p>To the extent that the General Partner elects to reduce Underlying Management Fees charged to employees of the Management Company, entities formed for the benefit of the foregoing, or other Limited Partners, any Underlying Management Fee Offsets will be applied with respect to such Limited Partners pro rata based on such reduced Underlying Management Fee.</p> <p>It is expected that certain personnel associated with the Management Company will be engaged by Portfolio Companies to provide technical, business, financial, and regulatory consulting or other advisory services, including outsourced CFO services, provided that such engagement is either (i) approved by the LPAC, or (ii) on terms as favourable to the Underlying Fund as may be obtained in an arm's-length transaction. Fees for such services shall not be Portfolio Company Fees, and thus will not be subject to offset.</p>
Performance Fee (Carried Interest)	<p>At the Underlying Fund level, the General Partner is entitled to a 20% carried interest (performance fee) subject to Limited Partners receiving a preferred return of an 8% per annum compounded (IRR). Please refer to the Underlying Fund's Private Placement Memorandum for additional information regarding carried interest and the calculation thereof. No additional performance fee is charged at the Unit or Series Sub-Trust levels.</p>
Sourcing & Structuring Fee	<p>The Trustee is entitled to a Sourcing and Structuring Fee of 0.50% of the total applications made to the Series. This fee is a one-off fee, and becomes payable when the capital commitment is made to the Underlying Investment Entity. The Sourcing and Structuring Fee is payable out of the assets of the Master Fund and is payable to the Trustee.</p>

Other Operating Expenses

The Trustee estimates direct operating costs and expenses to be 0.15% per annum plus GST based on the Units NAV*. These costs and expenses are payable from the Master Fund's assets to the relevant person when incurred or, where initially paid by the Trustee, will be reimbursed to the Trustee at the end of each month.

Additionally, the Trustee estimates direct formation costs to be 0.08% per annum plus GST based on the Units NAV* during the first year of operations. The formation costs are payable from the Master Fund's assets to the relevant party when incurred or, where initially paid by the Trustee, will be reimbursed to the Trustee at the end of each month.

*The direct operating costs and expenses are based on a reasonable estimate of the costs for the current financial year to date, adjusted to reflect a 12-month period. These estimates are based on the assumption of the Fund having assets under management of \$50 million. Should the Units NAV be less than \$50 million the direct operating costs and expenses may be higher than indicated herein. Further details are available on request from the Distributor.

Taxation

WARNING: Investing in an unregistered managed investment scheme is likely to have tax consequences. Prospective investors are strongly advised to seek professional tax advice prior to making any investment decisions.

The following summary of Australian tax matters is a general guide in relation to the Australian tax implications applicable to the Master Fund and the Units. It is intended as an outline of some of the Australian tax issues which may affect an investment in the Units and should not be relied upon as a complete statement of all the potential tax considerations which may arise upon investing in the Units.

This summary is based on the Australian tax laws as at the date of this Term Sheet. The Australian tax laws are subject to continual change, and as the treatment applicable to unitholders may differ, it is recommended that all prospective unitholders seek their own professional advice on the taxation implications before investing in the Units.

How the Master Fund is taxed

The Master Fund and the Series Sub-Trust is an Australian resident trust for Australian income tax purposes and on the basis that the income of the Units will be attributed to investors on an annual basis, the Master Fund should not be subject to tax.

Tax losses incurred by the Master Fund remain within the Master Fund and cannot be distributed to investors. Provided the Master Fund satisfies the relevant loss testing requirements, it may be able to offset its carry forward tax losses against the assessable income it derives in a future income year.

Where the Master Fund satisfies the eligibility requirements of a managed investment trust (**MIT**), the Master Fund can make an irrevocable election (**MIT Capital Election**) to apply a deemed “capital” treatment for gains and losses on “covered assets”. The Trustee has made the MIT Capital Election in respect of the Master Fund from inception.

AMIT election

The Master Fund has elected to apply the attribution managed investment trust (**AMIT**) regime from inception and each Series Sub-Trust also elects into the AMIT regime from inception. The regime is intended to reduce complexity, increase certainty and reduce compliance costs for MITs and their investors. Under the AMIT rules, the Master Fund’s determined trust components of assessable income, exempt income, non-assessable non-exempt income and tax offsets will be allocated to investors each income year on a ‘fair and reasonable’ basis rather than being allocated proportionately based on each investor’s present entitlement to the income of the trust.

This attribution basis of taxation replaces the existing present entitlement basis of taxation for MITs. Where taxable income attributed is either less than or greater than the cash distributed, this leads to decreases or increases (respectively) in the cost base of an investor’s Units.

Other key features of the AMIT regime include deemed fixed trust status and the ability to make adjustments to attributable income where the Master Fund’s determined trust components are later revised in the year in which the matter requiring revision is discovered (also known as the under/over provisions).

Multiclass election

The Master Fund will elect for each separate Class to be treated as a separate AMIT for tax purposes. This means that the income to be attributed to investors will be calculated for each Class on a standalone basis.

How resident investors are taxed

As the Master Fund should be treated as a “flow through” entity, the taxable income of the Master Fund should be attributed to investors on a fair and reasonable basis. Australian resident investors are assessed for tax on their attributed trust components (including for example, any income and capital gains generated by the Master Fund relative to the Unit class in which an investor is invested).

As the Master Fund is a flow through entity, the taxable income attributed by the Master Fund should retain its character in the hands of the investors, and investors will be taxed on their attributed amounts even where the amounts are not distributed in cash.

Investors who are attributed trust components from the Master Fund will receive an AMIT member annual statement (**AMMA**) detailing the relevant taxation information for the income year.

Where the distribution made for the year is less than (or more than) the certain tax components attributed to investors, then the cost base of an investor's Units may be increased (or decreased). Details of cost base adjustments will be included on an investor's AMMA.

The Master Fund may derive income from sources outside of Australia. In the event the Master Fund pays foreign tax in respect of income derived for the year, the distribution from the Master Fund may include a foreign income tax offset (**FITO**), which investors need to take into account in determining their taxable income. Investors may be able to utilise the FITOs to reduce their tax liability. Any excess or unused FITOs, for a particular income year cannot be carried forward by investors and will be lost.

Where an investor has disposed of their Units in the Master Fund, the tax treatment will depend on whether the investor holds their Units on capital account or revenue account.

If the investor holds their Units on revenue account, the gain or loss on disposal or redemption will be a revenue gain or loss and included in the investor's assessable income accordingly.

Where the investor holds their Units on capital account the investor will be subject to capital gains tax (**CGT**), and consequently, the investor may realise a capital gain or a capital loss. Where investors realise a capital gain on Units that have been held for at least 12 months, certain investors may be able to apply the relevant CGT discount (after reducing the gross capital gains by realised capital losses including carry forward capital losses) to such gains. The applicable CGT discount is 50% for resident individuals and qualifying trusts and 33.33% for complying superannuation funds and pooled superannuation trusts.

In calculating the capital gain or loss, any cost based increase or decrease in the Units up to that point will need to be included in the calculation and consequently the investor may realise a higher capital gain or a lower capital loss on the disposal of their Units (respectively).

None of Spire, the General Partner, the Investment Adviser or any other party in connection with the Units or the Underlying Fund, provides tax advice to investors, and does not take any responsibility for the taxation implications in respect of an investment in the Units. Investors should seek their own taxation advice from a professional adviser before making any decision to invest.

Risks

All investments have risks. The Trustee has attempted to identify the key risks below. Prospective investors should also read all documentation in the data room prior to investing and consider whether to consult professional advisers. A copy of the Private Placement Memorandum for the Underlying Fund is included as Annexure B and you should read this documentation before investing as it fully describes the risks associated with the Underlying Fund.

Summary	<p>An investment in the Master Fund and each respective class or series of units involves a degree of investment risk and is suitable only for 'wholesale clients' (as that term is defined in the Corporations Act) (Wholesale Clients) who fully understand and have the financial ability and willingness to accept the substantial risks of any potential investment, including (but not limited to) the risk of a partial or complete loss of any investment in the Master Fund. Prospective investors should carefully consider the risks of investing and should carefully consider all Transaction Documents and offering materials in respect of the Master Fund and consider whether an investment in the Master Fund is appropriate in light of their investment objectives, financial situation or particular needs before making a decision to invest. The key risks that apply to the Underlying Fund (which investors in the Master Fund are exposed to via their Units) are set out in the Private Placement Memorandum for the Underlying Fund.</p> <p>In addition to the risks set out in the Private Placement Memorandum, prospective investors should also consider that risks will also apply with respect to an investment in the Units and seek professional advice before making any decision to invest in the Units. These risks include (but are not limited to) the following:</p>
Foreign Exchange Risk	<p>The Underlying Fund fees are paid in US Dollars and Underlying Fund expenses may be payable in US Dollars or other currencies. This means that fluctuations in foreign exchange markets, namely movements between the Australian Dollar and US Dollar, may affect the amount of look through fees and expenses that are paid indirectly by an investor.</p>
Legal and Regulatory Change and taxation Risk	<p>The Master Fund is domiciled in Australia, and subject to Australian law. The Underlying Fund is domiciled in Ontario, Canada and other interposed investment entities or Underlying Fund investments may be domiciled in the Cayman Islands, the United States or other jurisdictions. A change in law or the regulatory environment in any of these jurisdictions may impact upon an investor's investment in the Master Fund, the operations of the Master Fund and the returns generated by the Units. No assurance can be given by the Trustee or the Manager as to the impact of any possible changes such laws and regulations which could have a negative impact on an investor's return.</p>

Operational Risk	<p>The value of an investment in the Units is dependent upon the ability of the Manager to perform its obligations in connection with the Units, including to facilitate the investment into the Underlying Fund. There is a risk that the Master Fund or Units could terminate, that fees and expenses could change or that Spire Group entities could be replaced as Trustee of the Master Fund and/or Series Sub-Trust. Operational risks also apply to the activities of Spire Group entities, the General Partner and the Management Company.</p> <p>The Units in the Master Fund are issued by the Trustee and the return of an investment in the Master Fund is dependent on the performance of the Trustee and the Manager and their ability to meet their obligations under the constituent documents of the Master Fund. If the Trustee or the Manager are wound up, become insolvent or are otherwise unable to meet their obligations under the constituent documents of the Master Fund, the performance of an investment in the Master Fund may be negatively impacted.</p>
Underlying Fund Risk	<p>The return of an investment in the Master Fund is subject to the performance of the General Partner and the Investment Adviser and their ability to meet their obligations under the constituent documents of the Underlying Fund. If the General Partner or the Investment Adviser are wound up, become insolvent or are otherwise unable to meet their obligations under the constituent documents of the respective Underlying Fund, the performance of an investment in a Class of units in the Master Fund may be negatively impacted.</p> <p>Prospective investors should carefully consider the risks that apply to the Underlying Fund (which investors in the Master Fund are exposed to via the Units) which are set out in the Private Placement Memorandum.</p>
Regulatory Risk	<p>The Master Fund is not required to be registered under the Corporations Act and accordingly, investors in the Master Fund do not receive the protections provided under the Corporations Act or ASIC as a regulated scheme. The Master Fund will be governed by the Trust Deed and offers of Units in the Master Fund will not be lodged with ASIC.</p>
Counterparty Risk	<p>Counterparties to agreements with the Trustee or the Manager may not perform their obligations under those agreements which could adversely affect the performance of the Master Fund and any investment in the Units.</p>
Illiquid Investments	<p>An investment in the Master Fund is expected to be illiquid and there is no established secondary market in which an investor may sell its Units in the Master Fund and none is expected to develop in the future. In addition, investors have no right to withdraw their Units from the Master Fund, except in accordance with the Trust Deed.</p>
Indemnification	<p>The Trustee is entitled to be indemnified out of the assets of the Master Fund for any liability incurred in properly performing any of their duties and in properly exercising any of their powers in relation to the Master Fund, which may result in a loss of capital for investors in the Master Fund.</p>
Investor Liability	<p>The Transaction Documents contain provisions designed expressly to limit the liability of investors, in their capacity as investors in the Master Fund, to the amount (if any) which remains unpaid in relation to their capital commitment. There is however no absolute assurance that, and the Trustee and the Manager do not guarantee that, the liability of investors will be limited as intended by those provisions.</p>

Taxation Risk	None of Spire, the General Partner, the Investment Adviser or any other party in connection with the Units and the Underlying Fund, provides tax advice to investors, and does not take any responsibility for the taxation implications in respect of an investment in the Units. Prospective investors should seek their own taxation advice from a professional adviser before making any decision to invest.
Other Risks	The above risks are not an exhaustive list of all risks relevant to an investment in the Master Fund, please consult with professional advisers as appropriate to consider other factors which may impact an investment in the Units.

Additional Information

How to apply	<p>To apply, please complete the Application Form accompanying this Term Sheet. Please note that any application will be accepted only on a cleared-funds basis and that cash cannot be accepted.</p> <p>If you are investing indirectly through an IDPS, you may invest in the Master Fund by directing your IDPS operator to lodge an application with us. You should complete any relevant forms provided by your IDPS operator.</p>
Privacy and personal information	<p><i>Indirect investors</i></p> <p>If you are investing indirectly through an IDPS, we do not collect or hold your personal information in connection with your investment in the Master Fund. Please contact your IDPS operator for more information about their privacy policy.</p> <p><i>Direct investors</i></p> <p>We collect personal information from you in the Application Form and any other relevant forms to be able to process your application, administer your investment and comply with any relevant laws. If you do not provide us with your relevant personal the information, we will not be able to do so. Privacy laws apply to our handling of personal information and we will collect, use and disclose your personal information in accordance with our privacy policy, which includes details about the following matters:</p> <ul style="list-style-type: none"> • the kinds of personal information we collect and hold; • how we collect and hold personal information; • the purposes for which we collect, hold, use and disclose personal information; • how you may access personal information that we hold about you and seek correction of such information (note that exceptions apply in some circumstances); • how you may complain about a breach of the Australian Privacy Principles (APP), or a registered APP code (if any) that binds us, and how we will deal with such a complaint; and • whether we are likely to disclose personal information to overseas recipients and, if so, the countries in which such recipients are likely to be located if it is practicable for us to specify those countries.

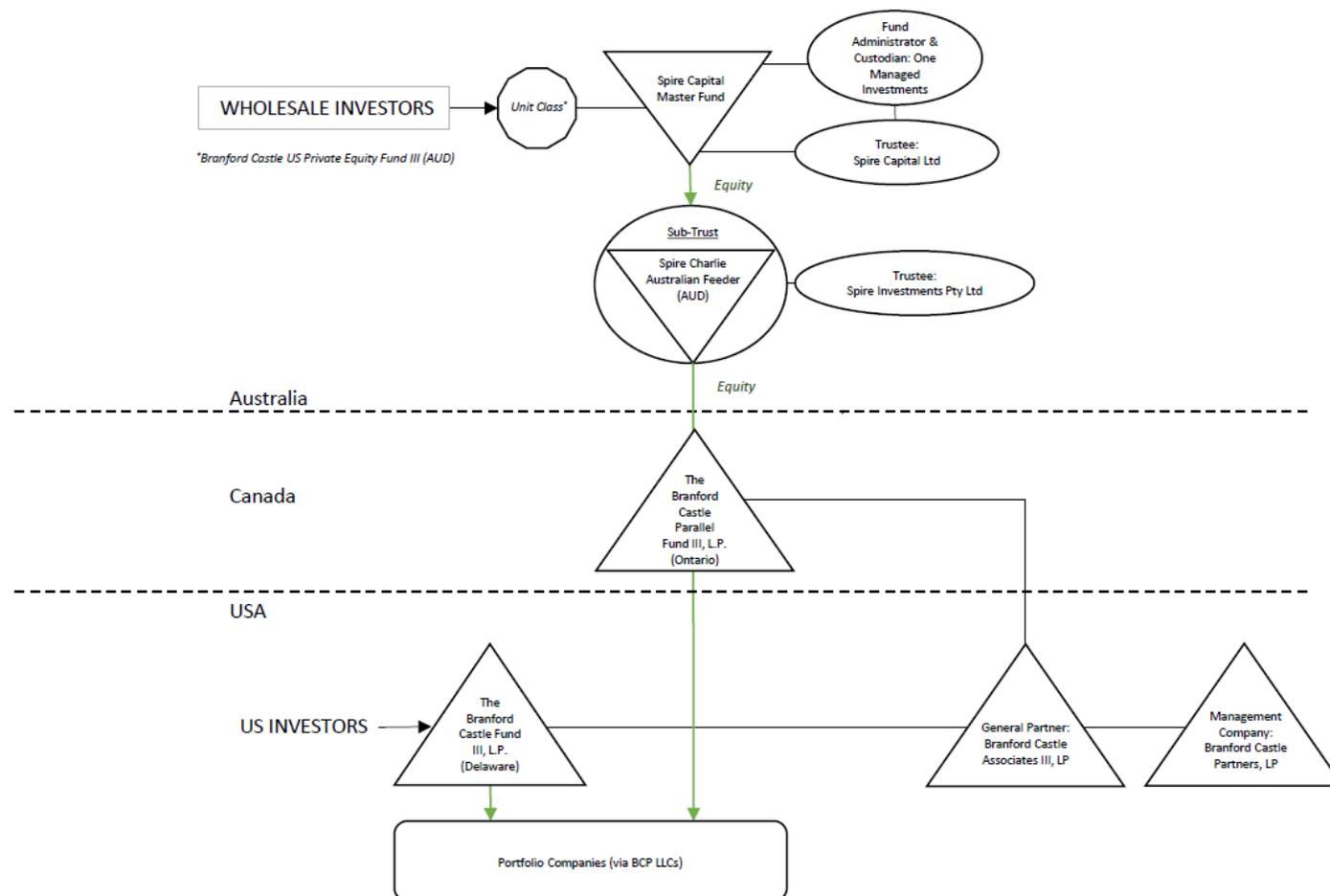
	<p>We may also give your personal information to service providers of the Master Fund, including the Manager, the Custodian, the Master Fund administrator, the Master Fund accountant and their related bodies corporate (Service Providers) which may require transferring your personal information to entities located outside Australia. In such circumstances we will take reasonable steps to ensure that your personal information receives a level of protection consistent with the APPs or a higher standard. We and the Service Providers may use personal information collected about you to notify you of other products.</p> <p>Our privacy policy is available free of charge by contacting us. Personal information will also be handled by the Manager in accordance to the Manager's privacy policy</p> <p><i>Anti-Money Laundering/Counter-Terrorism Financing Laws</i></p> <p>Under the <i>Anti-Money Laundering and Counter-Terrorism Financing Act 2006</i> (Cth) (AML Act), we are required to verify your identity before providing services to you, and where you supply documentation relating to your identity, keep a record of this documentation for seven(7) years after you end your relationship with us.</p> <p>Transactions may be delayed or refused where we require further information regarding your identity or we have reasonable grounds to believe that the transaction breaches the law or sanctions of Australia or any other country. Where transactions are delayed or refused, we are not liable for any loss you suffer, including consequential loss, as a result of our compliance with the AML Act or similar law of any other country.</p> <p>Where required by law, we may disclose your information to regulatory or law enforcement agencies, including the Australian Transaction Reports and Analysis Centre (AUSTRAC), which is responsible for regulating the AML Act.</p> <p>Customer identification requirements for individual investors are collected in the Application Form.</p> <p><i>Further information</i></p> <p>We authorise the use of this Term Sheet as disclosure to people who wish to access the Master Fund indirectly through a Service Provider. In this circumstance, the Service Provider becomes an investor in the Master Fund and acquires the rights of an investor and may exercise, or decline to exercise, these rights on your behalf.</p>
<p>Enquiries and complaints</p>	<p>If you have an enquiry or complaint, please contact the Trustee in the first instance. The Trustee's details are set out in page 1 of this Term Sheet.</p>
<p>Marketing Disclosure <i>(in accordance with Rule 206(4)-(1) of the U.S. Investment Advisers Act of 1940)</i></p>	<p>Spire Asset Management Pty Ltd (Distributor) is not a current client of, or investor in a private fund advised by, Branford Castle Partners (Investment Adviser).</p> <p>Spire Asset Management Pty Ltd receives cash compensation for soliciting persons and entities, including the Master Fund, to be an investor in a private fund advised by the Investment Adviser. The Investment Adviser will pay to Spire Asset Management Pty Ltd a portion of its fees relative to the capital commitment made by an investor introduced by Spire, including the Master Fund.</p> <p>Due to the compensation arrangements, Spire Asset Management Pty Ltd has an incentive to recommend an investment in the Master Fund resulting in a material conflict of interest.</p>

Directory

Trustee (Master Fund)	Spire Capital Limited Level 30 Australia Square 264-278 George Street SYDNEY NSW 2000
Trustee (Sub-Trust)	Spire Investments Pty Ltd Level 30 Australia Square 264-278 George Street SYDNEY NSW 2000
Distributor	Spire Asset Management Pty Ltd Level 30 Australia Square 264-278 George Street SYDNEY NSW 2000
Custodian	One Managed Investment Funds Limited Level 16, Governor Macquarie Tower 1 Farrer Place SYDNEY NSW 2000
Auditor	KPMG Level 38 Tower Three 300 Barangaroo Avenue Sydney NSW 2000
Tax Adviser	KPMG Level 38 Tower Three 300 Barangaroo Avenue Sydney NSW 2000
Fund Administration & Fund Accounting	Unity Fund Services Limited Level 16, Governor Macquarie Tower 1 Farrer Place SYDNEY NSW 2000
Registrar	One Registry Services Limited Level 16, Governor Macquarie Tower 1 Farrer Place SYDNEY NSW 2000

Annexure A – Transaction Structure

Branford Castle US Private Equity Fund III (AUD) – Transaction Structure



Annexure B – Private Placement Memorandum

Please find the Private Placement Memorandum of Branford Castle Partners Parallel Fund III, L.P. limited partnership interests available [here](#).

Please find the Limited Partnership Agreement of Branford Castle Partners Parallel Fund III, L.P. limited partnership interests available [here](#).

Disclaimer

Spire Capital Ltd ACN 141 096 120 (AFSL No. 344365) is the issuer of this Term Sheet and the Units in the Spire Capital Master Fund (**Master Fund**). This Term Sheet, in conjunction with the other Transaction Documents, together form the terms of your investment in the Units.

This Term Sheet has been prepared for Wholesale Clients only. It is not, is not required to be, and under no circumstances is it to be construed as, a disclosure document or product disclosure statement within the meaning of the Corporations Act. This Term Sheet may not contain the same level of disclosure as those documents and has not been, and is not required to be, lodged with the Australian Securities & Investments Commission (**ASIC**). The offer of interests in the Master Fund is only available in Australia and to Australian residents who are Wholesale Clients and where the offer of the interests in the Master Fund would not require disclosure under Part 6D.2 or Part 7.9 of the Corporations Act). This Term Sheet has not been lodged with the ASIC and the Master Fund is not a registered scheme (as defined in the Corporations Act). This Term Sheet is not, and under no circumstances is it to be construed as creating any binding legal obligations, or as an offer to sell or a solicitation of an offer to buy any interests in the Master Fund. The offer of interests in the Master Fund will only be made in, or accompanied by, a copy of all Transaction Documents.

This Term Sheet is not intended to constitute financial product advice, nor does it contain any recommendation in respect of the interests in the Master Fund or any other financial product. To the extent this Term Sheet contains any financial product advice, this is general advice only and does not constitute personal advice or investment advice. The Trustee and the Manager have not taken into account the investment objectives, financial situation or particular needs of any person. Prior to making an investment decision in respect of the Master Fund, individuals should obtain and carefully consider all Transaction Documents and offering materials in respect of the Master Fund and consider whether an investment in the Master Fund is appropriate in light of their investment objectives, financial situation or particular needs. The Trustee and the Manager strongly recommend that individuals seek independent professional advice as to the financial, taxation, and other implications of any potential investments in the Master Fund and the material contained in this Term Sheet.

This Term Sheet is intended solely for the use of the person to whom it has been delivered (**Recipient**) for the purposes of a possible investment in the Units. This Term Sheet, and the information contained herein, is confidential and commercially sensitive. The information in this Term Sheet must not be reproduced, disclosed, made available or distributed to any person (other than the Recipient's professional advisers) without the Trustee's prior written consent. Each Recipient agrees to promptly return or destroy this Term Sheet upon the Trustee's request.

The Trustee is the holder of an Australian Financial Services Licence (AFSL No. 344365) and is authorised to provide advisory, dealing and custodial services in respect of certain financial assets (including interests in the Master Fund) to Wholesale Clients only.

This document is not an offer or invitation in any place in which, or to any person to whom, it would not be lawful to make that offer or invitation. The distribution of this document outside Australia may be restricted by the laws of places where it is distributed and therefore persons into whose possession this document comes should seek advice on and observe those restrictions.

This material (other than the private placement memorandum and governing documents of any Portfolio Fund) (the "Information") has been prepared solely by Spire Capital Ltd (ACN: 141 096 120, AFSL No: 344365) ("Spire"). No investment fund managed, advised, sponsored and/or affiliated with Branford Castle Partners. (the "Portfolio Funds" and each, a "Portfolio Fund") or any affiliate of the foregoing (together, the "Branford Castle Persons") has independently verified the Information and no Branford Castle Person accepts any liability or responsibility or makes any representation or warranty as to the accuracy, completeness, or reliability of the Information, or has any responsibility to update the Information. This material does not constitute an offer or invitation to purchase direct interests in any Portfolio Fund. Investors should be aware that while Spire is providing investors the opportunity to participate in the Spire Fund (which in turn intends to invest in the Portfolio Funds), no direct or indirect investor in the Spire Fund will be a direct interest holder or partner in the Portfolio Funds. In particular, investors in the Spire Fund will have no contractual relationship with and no direct recourse against any Branford Castle Person or any direct or indirect third-party investor in any

Portfolio Fund. If you are in any doubt about any of the contents of this Information, you should obtain independent professional advice.

Investment Decision

A person must consider each of the Transaction Documents prior to deciding whether to invest in the Units.

Terms which are capitalised but not defined in this Term Sheet, have the meaning given in the Trust Deed for the Master Fund and the IM.

This material may not be reproduced, distributed or transmitted to any other person or incorporated in any way without the Trustee's prior written consent.

The information contained in this Term Sheet is general information only. This Term Sheet does not (and is not intended to) contain any recommendations, statements of opinion or advice. In any event, the information in this Term Sheet does not consider any person's objectives, financial situation or particular needs. The transfer of Units in Australia or to Australian residents may be restricted.

An investment in the Master Fund is speculative, involves a high degree of risk and is suitable only for Wholesale Clients who fully understand and have the financial ability and willingness to accept the substantial risks of any potential investment, including (but not limited to) the risk of a partial or complete loss of any investment in the Master Fund. An investment in the Master Fund is not suitable for persons who require predictable levels of return or liquidity. Accordingly, by accepting this Term Sheet, each person represents that they understand the risks involved in any potential investment in the Master Fund and possess sufficient background, financial ability and willingness to accept the high risks and lack of liquidity inherent in any potential investment in the Master Fund. No person (including, without limitation, the Trustee and the Manager) guarantees the performance of, or any specific rate of return from any investment in the Master Fund. There are inherent risks in investing in the Master Fund, including (without limitation) the risk that any investment in the Master Fund is speculative, that any investment may result in a reduction in or loss of the capital value of any investment, loss of income and returns that are less than expected or delays in repayment of capital.

Forward Looking Statements

This Term Sheet contains forward looking statements. Forward looking statements are not based on historical facts, but are based on current expectations of future results or events. These forward-looking statements are subject to risks, uncertainties and assumptions which could cause actual results or events to differ materially from the expectations described in such forward-looking statements, including (without limitation) future changes or developments in the business of the Master Fund, their competitive environments, information technology and political, economic, legal and social conditions in government regulations, including changes in laws. Further, such forward-looking statements speak only on the date at which such statements are made. The Trustee and the Manager make no guarantee or undertake any obligation to update any forward-looking statements to reflect events or circumstances after the date of such statement.

While the Trustee believes that the expectations reflected in the forward-looking statements in this Term Sheet are reasonable, no assurance can be given that such expectations will prove to be correct. The risk factors set out in "Risks" section, as well as other matters as yet not known to the Trustee or not currently considered material by the Trustee, may cause actual results or events to be materially different from those expressed, implied or projected in any forward-looking statements. Any forward-looking statement contained in this Term Sheet is qualified by this cautionary

Opinions

This Term Sheet contains statements of opinion and belief. Any views expressed herein are those of the issuer of this Term Sheet as of the date indicated, are based on information available to the issuer of this Term Sheet as of such date, and are subject to change, without notice, based on market and other conditions. No representation is made or assurance given that such views are correct. The issuer has no duty or obligation to update the information contained herein.

Third-Party Representations

This Term Sheet contains statements and information sourced from third parties. Whilst as at the date of this Term Sheet, the Trustee has no reason to believe that such third-party statements or information is inaccurate, the Trustee does not make any representations or guarantees about the accuracy, completeness or reliability of any such information for the purposes of an investment, and disclaims any liability for damages or losses that may arise from reliance on such information.

Recipient Representations

By accepting this Term Sheet you: (1) represent that you are a Wholesale Client; (2) represent that you have read and agreed to the information contained in this Term Sheet, including this Disclaimer section; and (3) agree to keep the Term Sheet and its contents confidential and not to provide it to other persons other than your advisers provided they also maintain such confidentiality.