



PRODUCT DISCLOSURE STATEMENT

EQUITY-ONE MORTGAGE FUND

ARSN 115 289 579

11 June 2025

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PRODUCT DISCLOSURE STATEMENT – PART A

1. Important Notice

1.1 Responsible Entity

Equity-One Mortgage Fund Limited ACN 106 720 941 (Responsible Entity) is the responsible entity of the Equity-One Mortgage Fund ARSN 115 289 579 (Fund) and the issuer of interests in the Fund under the Product Disclosure Statement (PDS). The Responsible Entity is solely responsible for the PDS. The Responsible Entity's Australian Financial Services Licence (AFSL) number is 277318.

1.2 Two-part PDS

This PDS is dated 11 June 2025. The PDS is a two-part PDS. This document comprises Part A of the PDS (Part A PDS). A sample of Part B of the PDS (Part B PDS) is attached to this document. Initially, potential investors will be provided with a Part B PDS marked "SAMPLE" when receiving the Part A PDS. The sample does not include any particular disclosure that may be made relating to clients referred to the Responsible Entity.

Under the Constitution, a Member may redeem their Cash Moneys provided that the Member gives 5 business days written notice to the Responsible Entity and the Member has not already completed, and submitted to the Responsible Entity, a Consent Form attached to a specific Part B PDS.

The Responsible Entity may, in its absolute discretion, reject any Application made by an Applicant to become a Member of the Fund.

1.3 Important Information

This Part A PDS is dated 11 June 2025. The PDS (incorporating both the Part A PDS and the Part B PDS) is an important document. Potential investors should read the whole of the PDS to make an informed decision about this investment product and should only rely on the information in the PDS.

If you have received the PDS electronically, then the Responsible Entity will give you a paper copy of the PDS during the life of the PDS free of charge on request by telephoning the Responsible Entity on (03) 9602 3477. If the PDS is received electronically, you should ensure that

the complete Application Form and PDS have been received. If you are unsure whether the electronic document you have received is complete, please call the Responsible Entity on (03) 9602 3477.

No person is authorised to provide any information or to make any representation in connection with the Offer described in the PDS, including this Part A PDS, which is not contained in the PDS. Any information or representation not so contained may not be relied on as having been authorised by the Responsible Entity.

Further information may be required from you from time to time to comply with the Responsible Entity's obligations under the Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth) (AML/CTF Act), the United States of America Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standards (CRS). By applying for interests in the Fund, you undertake to provide the Responsible Entity with all additional information and assistance that it may reasonably require. The Responsible Entity reserves the right to apply its absolute discretion and without notice, to take any action it considers appropriate including blocking or delaying transactions or refusing to provide services to comply with the Responsible Entity's obligations including under the AML/CTF Act, FACTA and CRS.

Some of the words used in the PDS (generally commencing with a capital letter) have defined meanings. The definitions appear in Section 13 of the Part A PDS.

Information contained in the PDS may change from time to time. If the change will be materially adverse then, in accordance with the Corporations Act, the Responsible Entity will issue a supplementary PDS. However, if the change will not be materially adverse to the Offer, the Responsible Entity may not issue a supplementary PDS and may instead make the information available on its website. A paper or electronic copy of such updated information will also be available without charge on request to the Responsible Entity.

1.4 Distribution of PDS

The distribution of the PDS in a jurisdiction outside Australia may be restricted by law, and persons who come into possession of the PDS should seek legal advice and observe any such restrictions.

Any failure to comply with such restrictions may constitute a violation of applicable law. The PDS does not constitute an offer in any jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer.

1.5 Disclaimers

Any investment in the Fund does not represent an investment or liability of the Responsible Entity or any related body corporate of the Responsible Entity, and is subject to investment risks including loss of capital or income. Neither the Responsible Entity nor any employee, agent, officer or related body corporate of the Responsible Entity guarantees the performance or success of the Fund, payment of distributions or repayment of your initial investment contribution.

You should read the whole of this PDS carefully before making a decision on whether to invest. This PDS contains general information only regarding the Fund and does not constitute financial product advice. Importantly, though the Responsible Entity has provided general information in Section 10 about the tax considerations of an investment in the Fund, no representation with respect to any income tax or other taxation consequences of any investment in the Fund is made under this PDS. Investors must seek their own independent taxation advice.

This PDS does not take into account the investment objectives, financial situation and particular needs of each potential investor. Accordingly, before you invest you should read the PDS (incorporating both this Part A PDS and, initially, the sample Part B PDS and, subsequently, the specific Part B PDS) and any supplementary PDS in full. The Responsible Entity also recommends that before making a decision to invest in the Fund, you consult a financial adviser or other professional adviser.

2. How to apply to become a Member of the Fund

Applying to become a Member of the Fund and acquiring an interest in a Sub-scheme is a two-stage process.

First, an Applicant must complete the Application Form attached to this Part A PDS and pay their Application Moneys, which will be held in our applications account until the Application Form is accepted or is rejected (in which case Application Moneys will be repaid to the Applicant). Any interest earned on the Application Moneys in the applications account will be for the benefit of the Responsible Entity.

If the Responsible Entity accepts a completed Application Form from an Applicant (which it may do, or not do, in its absolute discretion), the Applicant will become a Member of the Fund, their Application Moneys will be transferred to the Fund's interest-earning cash management account and become property of the Fund held by the Responsible Entity on trust for the Member (Cash Moneys), and the Applicant will obtain an interest in the Fund equal in proportion to the size of the Cash Moneys they invested as a proportion of total Cash Moneys invested by all Members. However, it should be noted that by simply becoming a Member of the Fund, the Member will not have any Cash Moneys advanced to a Borrower under a particular Sub-scheme. In the event the Cash Moneys are not advanced to a Borrower under a Sub-scheme within 3 months, the Cash Moneys will be returned to that Member.

If the Responsible Entity accepts an Application, it will notify the Applicant that they have been accepted as a Member within 7 days of the Responsible Entity receiving the Application Form and Application Moneys from the Applicant. Once an Application has been accepted and the Responsible Entity has identified a Sub-scheme which suits the Member's preferences, the Member will be sent the specific Part B PDS. The specific Part B PDS sets out the specific details of the term of the Loan and the relevant interest rate, the details of the Security Property being offered to the Member and the identity of the Borrower in respect of the particular Sub-scheme.

In the Responsible Entity's reasonable opinion, a Member may generally expect to receive a specific Part B PDS within approximately 1 month of the Member obtaining membership of the Fund.

By completing the Consent Form attached to the specific Part B PDS the Member will have their Cash Moneys allocated to that particular Sub-scheme described in the specific Part B PDS once the Sub-scheme is fully subscribed. If the Member does not complete and return the Consent Form within 14 days of being sent the specific Part B PDS (i.e. within 14 days of the date of the covering note with which the specific Part B PDS was sent to the Member), the Cash Moneys may be returned to the Member and the Member will be removed from the Register of Members unless the Member and the Responsible Entity have agreed that the Responsible Entity will retain the Member's Cash Moneys and will send a new updated and specific Part B PDS. However, Cash Moneys will be returned to the Member if not advanced to a Borrower under a Sub-scheme within 3 months of being paid to the Fund's interest-earning cash management account. A sample of the Part B PDS is included in the PDS the first

time the PDS is sent to potential investors so as to provide potential investors with an indication as to the type of information contained in a Part B PDS.

Under the Constitution, a Member may redeem their Cash Moneys provided that the Member gives 5 business days written notice to the Responsible Entity and the Member has not already completed, and submitted to the Responsible Entity, a Consent Form attached to a specific Part B PDS.

The Responsible Entity reserves the right to reject any Application in its absolute discretion.

3. Fund at a Glance

Fund Name	Equity-One Mortgage Fund
ARSN	115 289 579
Responsible Entity	Equity-One Mortgage Fund Limited ACN 106 720 941
Responsible Entity's AFSL	277318
Established since	25 June 2005
Minimum initial investment	\$10,000
Return type	Fixed rate interest payments
Income payments	Monthly or as otherwise agreed
Investment strategy	The Fund is an established mortgage fund and its strategy is to invest in loans secured by mortgages (first or second ranking) over real property. Loans are specifically selected by each Member.
Risks	Investment in the Fund is subject to risk which may affect the financial performance of an investment in the Fund includes Borrower default, specific risks relating to Mortgage investments, fluctuation in the property market, general economic risk and general investment risks.

Fund Name	Equity-One Mortgage Fund
Management fees	<p>First Mortgages: Not exceeding 5% per annum of the total amount of funds invested by the Member within a Sub-Scheme during each month, calculated daily and payable monthly in advance.</p> <p>Second Mortgages: Not exceeding 5% per annum of the total amount of funds invested by the Member within a Sub-Scheme during each month, calculated daily and payable monthly in advance.</p>
Redemption of Cash Money	<p>Under the Constitution, a Member may redeem their Cash Moneys provided that the Member gives 5 business days written notice to the Responsible Entity and the Member has not already completed, and submitted to the Responsible Entity, a Consent Form attached to a specific Part B PDS.</p> <p>See section 11.4 for cooling-off rights.</p>
Term of investment	1 month to 5 years
Withdrawals	Members cannot withdraw their investment until maturity or repayment of the Loan relating to the Sub-scheme in which the Member invests. Any transfer or early repayment is at the complete discretion of the Responsible Entity.
Benchmark disclosure for mortgage schemes	<p>The Responsible Entity meets and intends to continue to meet the Benchmarks set out in ASIC Regulatory Guide 45:</p> <p>Mortgage Schemes: Improving disclosure for retail investors (RG 45) except as explained in Section 5.</p>
Contact details	<p>Level 13, 256 Queen Street</p> <p>Melbourne, Victoria 3000</p> <p>Telephone: 03 9602 3477</p> <p>Email: investments@equity-one.com</p>

4. Letter from the Managing Director

11 June 2025

Dear Investor,

I am delighted to present to you this opportunity to participate in the Offer of investing in the Equity-One Mortgage Fund (Fund).

The Fund is an established mortgage fund and its philosophy is to provide investors with a competitive fixed interest rate investment that has the capacity to generate a regular income stream, whilst also providing the reassurance from the knowledge that your funds are secured by real estate which you have personally approved.

There are several investment options available to investors who may invest by having the Responsible Entity registered on title of the Security Property as Mortgagee on trust for the investor(s) investing in the relevant

Sub-scheme (known as a Nominee Mortgage), by having their name registered on title of the Security Property as Mortgagee individually (known as a Direct Mortgage) or as one of a group of investors (known as a Contributory Mortgage).

There is also flexibility from an investment perspective in respect of being able to have a First Ranking Mortgage or Second Ranking Mortgage as security over Security Property. Further, Security Property may consist of residential, commercial, industrial or rural land and the term of the Loan (and Sub-scheme) may range from a minimum of 1 month to a maximum of 5 years.

As a Member, you will enjoy the benefits of my 30 years of experience in the mortgage industry, and from the care, skill and professionalism of our organisation.

Equity-One Mortgage Fund Limited holds an Australian Financial Services Licence (Licence Number 277318) issued by ASIC enabling it to act as the Responsible Entity of the Fund and as Custodian of the assets of the Fund.

On behalf of the Directors of Equity-One Mortgage Fund Limited, I invite you to become a Member of the Fund and enjoy the prospect of a competitive return on your investment.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Dean Koutsoumidis', with a large, stylized circular flourish.

Dean Koutsoumidis
Managing Director
Equity-One Mortgage Fund Limited

5. ASIC Benchmarks and Disclosure Principles

ASIC has developed eight benchmarks and eight disclosure principles for unlisted mortgage schemes that are designed to help investors understand the risks, access the rewards being offered and decide whether investments are suitable for them. These benchmarks and disclosure principles are set out in ASIC RG 45.

Responsible entities of unlisted mortgage schemes in which retail investors invest should address the benchmarks in their disclosures on an 'if not, why not' basis.

ASIC has stated that failure to meet one or more of the benchmarks does not mean that a particular mortgage scheme is necessarily a poor investment. However, additional disclosure to investors will be needed so that investors can assess its impact on their investment decision.

A summary of the benchmarks are set out below, current as at 11 June 2025, along with details on the Fund's compliance. The Responsible Entity also makes this disclosure available on its website and updates it as required at <https://equity-one.com/investors/>.

Benchmark and Disclosure	Description	Satisfied?
Principle 1: Liquidity	<p>'Liquidity' means a mortgage fund's ability to meet its short-term cash needs.</p> <p>To meet this benchmark, for a pooled mortgage scheme, the Responsible Entity must have cashflow estimates for the Fund that:</p> <ul style="list-style-type: none"> • Demonstrate the Fund's capacity to meet its expenses, liabilities and other cash flow needs for the next 12 months; • Are updated at least every 3 months; and reflect any material changes; and • Are approved by the directors of the Responsible Entity at least every 3 months. 	<p>Not applicable.</p> <p>This benchmark does not apply to the Fund as it is a contributory scheme.</p>
Principle 2: Scheme borrowing	<p>To meet this benchmark, the Responsible Entity does not have current borrowings and does not intend to borrow on behalf of the Fund.</p>	<p>Benchmark satisfied.</p> <p>The Responsible Entity does not currently have nor does it intend to borrow on behalf of the Fund. If this changes the Responsible Entity will provide an update to Members.</p>
Principle 3: Loan portfolio and diversification	<p>To meet this benchmark, for a pooled mortgage scheme: the scheme holds a portfolio of assets diversified by size, borrower, class of borrower activity and geographic region;</p> <ul style="list-style-type: none"> • The scheme has no single asset in the scheme portfolio that exceeds 5% of the total scheme assets; • The scheme has no single borrower who exceeds 5% of the scheme assets; and • All loans made by the scheme are secured by first mortgages over real property (including registered leasehold title). 	<p>Not applicable.</p> <p>This benchmark does not apply to the Fund as it is a contributory scheme.</p>

Benchmark and Disclosure	Description	Satisfied?
Principle 4: Related party transactions	The Responsible Entity does not lend to related parties of the Responsible Entity.	<p>Benchmark satisfied.</p> <p>The Responsible Entity does not lend to related parties of the Responsible Entity.</p> <p>By way of further disclosure, the Responsible Entity and two of its sole shareholders, D.D.K. Holdings Pty Ltd and Westlawn Finance Limited, are Members of the Fund. Westlawn Financial Services Limited is a related party of Westlawn Finance Limited and also a Member of the Fund. The terms on which the Responsible Entity, D.D.K. Holdings Pty Ltd, Westlawn Finance Limited and Westlawn Financial Services Limited are Members are no different to the terms upon which any prospective investors may become Members of the Fund pursuant to the PDS. Some of the funds used by the Responsible Entity to invest in the Fund may be borrowed from its shareholders, on arm's length commercial terms. The Responsible Entity's officers and employees, and their associated entities, may invest in the Fund on the same terms as other investors. The Fund has no other lending or investments with related parties. Should this situation change, whereby the Responsible Entity transacts with related parties, including lending or investing, it will do so on no more favourable terms than those offered to investors or borrowers and clearly disclose to the prospective investor that the proposed investment is to a related party. Any loan to a related party will be subject to the same borrower due diligence, valuation requirements, LVR and default loan management measures applied to non-related party transactions. Further details are provided in Sections 11.2 and 11.7.</p>
Principle 5: Valuation policy	<p>To meet this benchmark, in relation to valuations for the Fund's Mortgage assets and their security property, the board of the Responsible Entity requires:</p> <ol style="list-style-type: none"> A valuer to be a member of an appropriate professional body in the jurisdiction in which the relevant property is located; A valuer to be independent; Procedures to be followed for dealing with any conflicts of interest; The rotation and diversity of valuers; 	<p>The benchmark is not satisfied.</p> <p>The benchmark is not satisfied only because the Responsible Entity may not have a valuation by an approved valuer in the case of renewals of Loans where it considers it in the best interests of Members to determine value based on the Capital Improved Value on the most recent Council Rate Notice or Land Information Statement may also be used at the discretion of the Responsible Entity.</p>

Benchmark and Disclosure	Description	Satisfied?
Principle 5: Valuation policy	<p>e. Procedures to be followed for dealing with any conflicts of interest;</p> <p>f. The rotation and diversity of valuers;</p> <p>g. In relation to Security Property for a Loan, an independent valuation to be obtained:</p> <p>i. Before the issue of a Loan and on renewal:</p> <p style="padding-left: 40px;">A. Or development property, on both an ‘as is’ and ‘as if complete’ basis; and</p> <p style="padding-left: 40px;">B. For all other property, on an ‘as is’ basis; and</p> <p>ii. Within two months after the directors form a view that there is a likelihood that a decrease in the value of Security Property may have caused a material breach of a Loan covenant.</p>	<p>The Responsible Entity considers this policy avoids incurring valuation delays and expenses on renewals when it would not be reasonable to do so having regard to the Responsible Entity’s assessment of the risk. Other than in that case, the Responsible Entity uses valuers from its Approved Valuer panel, with whom it has developed long standing relationships based on trust and whose service levels and costs are proven and satisfactory. It is the Responsible Entity’s policy to use valuers it believes are specialised in various fields.</p> <p>The Fund does not lend for construction and all its valuations are completed “as is” or on land value only. The ‘as is’ valuation is an estimate of the market value of the property in its current state.</p> <p>It is the Responsible Entity’s policy that valuations must not be more than 4 months old when the Loan is settled. A Sub-scheme may be increased within 12 months of the date of the original valuation at the discretion of the investor. Generally, new valuations are obtained after 3 years from the date of the advance unless the loan term exceeds 3 years, or earlier at the discretion of the Member(s). Please contact the Responsible Entity for a full copy of the valuation policy.</p> <p>Any proposed Security Property must be valued before being proposed to a Member. Valuations may only be carried out by an Approved Valuer listed on the Responsible Entity’s Approved Valuer panel except in certain cases of renewals as noted above.</p> <p>Approved Valuers making up the Responsible Entity’s Approved Valuer panel or who otherwise agree to undertake a valuation on behalf of the Responsible Entity, must:</p> <ul style="list-style-type: none"> • Be experienced in valuing the relevant type of Security Property; • Have knowledge of the local property market • Be registered under a State or Territory valuer registration regime; and • Hold appropriate professional indemnity insurance.

Benchmark and Disclosure	Description	Satisfied?
Principle 6: Lending principles – Loan-to-valuation ratios	<p>The benchmark requires if the Fund directly holds Mortgage assets:</p> <ul style="list-style-type: none"> Where the Loan relates to property development – funds are provided to the Borrower in stages based on independent evidence of the progress of the development; Where the Loan relates to a property development – the Fund does not lend more than 70% on the basis of the latest ‘as if completed’ valuation of the property over which security is provided; and In all other cases – the Fund does not lend more than 80% on the basis of the latest market valuation of the property 	<p>Benchmark satisfied.</p> <p>The Fund complies with the LVRs in the Benchmark and does not lend for property development by way of construction loans.</p> <p>As at 28 February 2025, the maximum LVR for the Fund is 80.00% and the weighted average LVR for the Fund is 57.66%. It is the Fund’s practice that LVRs will generally not exceed 75% on a First Ranking Mortgage and 75% on a Second Ranking Mortgage.</p> <p>However, if an LVR exceeds these limits (and without any way exceeding the prescribed LVR or 80% as stated in the Constitution of the Fund), the LVR will be disclosed in the Part B PDS provided to the Member detailing the specific details of the Loan the subject of their investment in the Fund.</p>
Principle 7: Distribution practices	<p>To meet this benchmark, the Responsible Entity must not pay current distributions from Fund borrowings.</p>	<p>Benchmark satisfied.</p> <p>The Responsible Entity will pay interest and return capital invested in a Sub-scheme out of principal and interest payments received from the Borrower. The specific rate of return for a particular Sub-scheme (or, where applicable, for a particular tier of investment class in the Sub-scheme) will be stipulated in the applicable Part B PDS.</p> <p>The Fund’s method of distribution of income is set out in this PDS. Each Sub-scheme stands alone and the distribution comes solely from income received for the particular Sub-scheme during the term of the Loan. Income, in the form of interest payments received from the Borrower (at a fixed interest rate), less the fees and costs of the Responsible Entity, will be electronically transferred to a Member’s nominated bank account on a monthly basis, or on such terms stipulated in the applicable Part B PDS.</p> <p>As outlined in this PDS, there are risks, including that some income payments can be affected by non-performing Loans where a Borrower fails to make a required payment and some of the investment may be lost if a Borrower defaults and the Security Property sells for less than the amount outstanding.</p>

Benchmark and Disclosure	DESCRIPTION	Satisfied?
Principle 8: Withdrawal arrangements	<p>To meet this benchmark: For liquid schemes:</p> <ul style="list-style-type: none"> • The maximum period allowed for in the Constitution for the payment of withdrawal requests is 90 days or less; • The Responsible Entity will pay withdrawal requests within the period allowed for in the Constitution; and • The Responsible Entity only permits Members to withdraw at any time on request if at least 80% (by value) of the scheme property is: • Money in an account or on deposit with a bank and is available for withdrawal immediately, or otherwise on expiry of a fixed term not exceeding 90 days during the normal business hours of the bank or • Assets that the Responsible Entity can reasonably expect to realise for market value within 10 business days. • For non-liquid schemes, the Responsible Entity intends to make withdrawal offers to members at least quarterly. 	<p>The Benchmark is not applicable as the Fund is a contributory scheme.</p> <p>Given the nature of the Fund a Member may redeem Cash Moneys provided:</p> <ul style="list-style-type: none"> • The Member has given 5 Business Days written notice to the Responsible Entity; and • The Member has not already completed a Consent Form consenting to the Cash Moneys being allocated to a Sub-scheme by the Responsible Entity. <p>A Member of the Fund has no right of withdrawal once their money has been allocated to a particular Sub-scheme until the repayment or maturity of the Mortgage in the Sub-scheme in which the Member has invested. The term of the investment will be disclosed in the Part B PDS provided to the Member. A Member will be repaid their initial investment only on maturity or upon the discharge of the Loan relating to the particular Sub-scheme. For example, if the term of the Loan is for 12 months, then the Member will be entitled to get their money back shortly thereafter.</p> <p>There may be a delay in a Member being able to withdraw from the Fund in a situation where the Borrower has defaulted and the Security Property the subject of the Sub-scheme must be sold. The Member may have to wait until the Security Property is sold and the proceeds of sale are available for distribution. There is also a risk that some of the investment may be lost if a Borrower defaults and the Security Property sells for less than the amount outstanding. In such a situation, any loss would be apportioned amongst Members in proportion to their investment. After repayment or maturity of a Loan, a Member may elect to withdraw or renew (roll-over) their investment into the same or another Sub-scheme. Further details are provided in Section 11.4</p>

6. Details of the Offer of Interests in the Equity-One Mortgage Fund

The Fund gives investors an opportunity to invest in Mortgages and earn a fixed rate of return over a fixed term of investment (agreed at the start of the investment). The investment is secured by Mortgages over Security Property. The Fund has maximum LVRs meaning that the money advanced to a Borrower will not exceed a fixed percentage of the Security Property's independent valuation. Setting a maximum LVR is aimed at ensuring that the value of the Security Property is sufficient to cover the amount of the Loan.

6.1 The Fund and the Responsible Entity

The Equity-One Mortgage Fund was established on 25 June 2005 and is managed by the Responsible Entity, Equity-One Mortgage Fund Limited. The Responsible Entity holds an AFSL to act as Responsible Entity of the Fund and Custodian of the assets of the Fund.

The Responsible Entity has a Board of Directors and a Compliance Committee. In addition, the Responsible Entity complies with the net tangible asset requirements of its AFSL.

The Directors and senior management of the Responsible Entity have extensive experience in dealing with Mortgage investments (for additional information on the experience of the Directors, see [Section 7](#)).

6.2 The Investment

Through the PDS, the Fund is offering investors the opportunity to invest in particular Mortgages. Mortgages that will be invested in by the Fund will predominantly have as their Security Property metropolitan residential property, with a lesser mix of suitable commercial, industrial and rural properties.

In essence, a Member of the Fund, through the Responsible Entity, lends money to a Borrower (or Borrowers), either individually or jointly with other Members. The Borrower, in turn, agrees to pay the Member (or Members), through the Responsible Entity, interest over the term of the Loan and, at maturity of the Loan, repay the principal amount borrowed. As security for lending this money, the Borrower (or mortgagor) grants a Mortgage over Security Property to the Member.

A Mortgage is a legal charge given over real estate owned by the Borrower to a Mortgagee (i.e. the Member) in order to secure their promise to repay a debt at some later date. The Mortgage is usually registered by a government registry (e.g. a Land Registry Office) in order to protect the Mortgagee. A Mortgagee holds the security in priority to any non-Mortgagee creditors of the Borrower (excluding government authorities). In this regard, it is important to note that a Mortgagee of a First Ranking Mortgage holds their security in priority to the Mortgagee of a Second Ranking Mortgage over the same property.

An individual Mortgage is obtained in respect of each Sub-scheme within the Fund. The moneys advanced to a Borrower within a particular Sub-scheme may be invested by one or more Members. The amount of money lent under a particular Sub-scheme will always be equal to or less than 80% of the current valuation of the Security Property which is to be held as the Mortgage Security. For further information in this regard, refer to Section 6.5.

The details of the term of the Loan, the rate of interest, mortgage priority, the nature of the Security Property, and the relevant tier of investment class in the Sub-scheme (where applicable) will always be provided to a Member (through the specific Part B PDS) before their Cash Monies are advanced to a particular Sub-scheme. A Member's Cash Monies will never be advanced to a Borrower under a particular Sub-scheme unless the Member consents in writing to such an allocation beforehand by completing and lodging a Consent Form with the Responsible Entity.

Prior to advancing a Member's funds to a particular Sub-scheme, or where a Loan is repaid and prior to the Member's funds being advanced to the next Sub-scheme selected by the Member, the Responsible Entity will hold monies in a cash management account and Members will be entitled to any interest earned on that cash management account.

6.3 The Equity-One Mortgage Fund – Key Features

INVESTOR SUITABILITY

The Responsible Entity believes the Fund is suitable for investors seeking a relatively stable return on investment with regular income distributions.

Suitable investors are likely to include superannuation funds, retirees and pension funds, individuals seeking a secured income stream, institutions, charitable trusts and other trust institutions.

LOAN TERMS

The Loans offered to Borrowers are fixed term. They are secured by either a registered or registrable First Ranking Mortgage or Second Ranking Mortgage.

The Loan terms will vary for each Sub-scheme. This gives the Member the flexibility of selecting Loan terms that suit their risk profile and income needs.

SECURITY PROPERTY

The Fund's Sub-schemes will typically invest in Mortgages secured over residential metropolitan property. However, the Fund may invest in Mortgages over commercial, industrial and rural property from time to time. The relevant Mortgage may be a First Ranking Mortgage or a Second Ranking Mortgage.

A First Ranking Mortgage provides a higher level of security than a Second Ranking Mortgage in that it has priority in relation to repayments of interest and principal over a Second Ranking Mortgage.

As a means of compensating a Member for the higher risk associated with a Second Ranking Mortgage, a higher interest rate will usually be applicable to Sub-schemes with this type of security.

A Member's Cash Moneys will never be advanced on a Loan secured by a particular Security Property unless that Member consents in writing to such an allocation by completing and lodging the Consent Form in the Part B PDS which will detail the nature of the Security Property, the terms of the relevant Loan, and the identity of the Borrower.

INCOME PAYMENTS

Income, in the form of interest payments made by a Borrower (at a fixed interest rate), less the fees and costs of the Responsible Entity (see [Section 9](#)), is deposited to a Member's nominated bank account on a monthly basis, unless otherwise agreed between the Member and the Responsible Entity.

CAPITAL

The amount of capital invested by the Member remains the same and is repaid to the Member on maturity of the Loan relating to the relevant Sub-scheme (subject to terms of any relevant tier of investment class in a Sub-Scheme).

MINIMUM INVESTMENT

The minimum investment of a Member in the Fund is \$10,000. Investment amounts may be for any amount which is \$10,000 or more. (unless the Responsible Entity determines, in its discretion, to allow a smaller investment amount).

WITHDRAWALS

A Member of the Fund has no right of withdrawal once their money has been allocated to a particular Sub-scheme. A Member will be repaid their initial investment only on maturity or repayment of the Loan relating to the particular Sub-scheme.

RESPONSIBLE ENTITY FEES

The Responsible Entity is entitled to a management fee, being:

- i. 5% per annum for First Ranking Mortgages; and
- ii. 5% per annum for Second Ranking Mortgages, of the total amount of funds Members have invested with the Fund during each month, calculated daily and payable monthly in advance.

The Responsible Entity is also entitled to be reimbursed for all reasonable costs and expenses incurred in the proper performance of its duties as Responsible Entity of the Fund.

For a more complete description of the fees and other costs associated with an investment in the Fund, refer to Section 9.

6.4 Key benefits of an investment in the Fund

INVESTOR OPTIONS

When completing the Application Form attached to this Part A PDS, the investor has a number of options relating to the Mortgage Security. These include:

- i. **Direct, Contributory or Nominee Mortgage**
On the Application Form, an investor may choose whether they wish to have themselves registered

on the title of the Security Property as Mortgagee (i.e. Direct Mortgage or Contributory Mortgage) or whether they wish the Responsible Entity to be named on the title of the Security Property as registered Mortgagee on their behalf (i.e. Nominee Mortgage). The features of each of these types of Mortgages are described below:

Direct Mortgage: One Member provides the entire Loan funds in respect of one Sub-scheme. The Member's name is registered on the title of the relevant Security Property as Mortgagee. The Member may be required to pay the legal fees associated with registration of the Member's name on the title, in the amount of \$110.

Contributory Mortgage: Multiple Members provide the Loan funds in respect of one Mortgage Sub-scheme and all of their names are registered on the title of the relevant Security Property as Mortgagee. Each Member may be required to pay the legal fees associated with registration of the Member's name on the title, in the amount of \$110.

Nominee Mortgage: The Responsible Entity is registered on the title of the Security Property, but holds the Mortgage over the Security Property on trust for the Member or Members who have provided the Loan funds in respect of that particular Sub-scheme.

A combination of Contributory Mortgage and Nominee Mortgage may also apply to a particular Sub-scheme.

It is important to note that the criteria adopted by the Responsible Entity in assessing the creditworthiness of a prospective Borrower and the level of Borrower due diligence undertaken by the Responsible Entity (see [Section 8.5](#)) is no different whether the Mortgage Security is Direct, Contributory or Nominee.

Accordingly, the underlying risk in respect of a Mortgage is not different based solely on whether the Mortgage is Direct, Contributory or Nominee.

A potential risk for a Member in electing to have the Responsible Entity registered on the title of the Security Property as Mortgagee (i.e. Nominee Mortgage) is that the Member is exposed to potential loss if the Responsible Entity becomes insolvent or acts fraudulently. In these circumstances, the Member may need to incur considerable

expense in enforcing its rights in respect of their interest in the relevant Mortgage. For these reasons, there is a benefit in the Member choosing to be registered on the title of the Security Property as Mortgagee (e.g. Direct Mortgage). However, it is important to note that a Member's rights under a Mortgage are no more or less enforceable under a Direct Mortgage or a Contributory Mortgage than a Nominee Mortgage.

In order to mitigate the risk of fraud, the Responsible Entity is required under its AFSL to have in place insurance covering professional indemnity and fraud by officers that is adequate having regard to the nature of its activities carried out under its AFSL. In compliance with this requirement, the Responsible Entity has in place professional indemnity cover of \$5 million.

Potential benefits in a Member electing to be part of a Sub-scheme where the Mortgage Security is a Nominee Mortgage are the privacy afforded to a Member in not needing to have their name registered on the title of the Security Property as Mortgagee and the convenience in having the Responsible Entity act as custodian or nominee for the Member in the best interests of the Member. Under a Nominee Mortgage, all registrable documents (e.g. deeds of priority, discharge of mortgages, etc.) are executed by the Responsible Entity on behalf of the Members of a Sub-scheme. Under a Direct Mortgage or a Contributory Mortgage, each Member of the relevant Sub-scheme needs to execute each of these documents themselves, which may be a time-consuming process. This benefit is relevant in the context of a Mortgagee sale of the Security Property, where the Member's involvement in the procedural aspects of the Mortgagee sale is minimal where the Mortgage Security is a Nominee Mortgage compared to the Member's involvement in a Mortgagee sale where the Mortgage Security is a Direct Mortgage or a Contributory Mortgage.

ii. First Ranking Mortgage or Second Ranking Mortgage

Potential investors may nominate on the Application Form whether they wish to invest in a First Ranking Mortgage or a Second Ranking Mortgage. A First Ranking Mortgage provides a higher level of security than a Second Ranking Mortgage in that it has priority in relation to repayments of interest, principal and any enforcement costs and expenses over a Second Ranking Mortgage.

To compensate for the higher risk associated with a Second Ranking Mortgage, a higher interest rate will usually be applicable to Sub-schemes with this type of Mortgage Security. Accordingly, this option provides Members with a greater ability, in investing in the Fund, to select a Sub-scheme that matches their risk and return objectives.

iii. Size of Investment

The minimum investment into the Fund is \$10,000. Investment amounts may be for any amount which is \$10,000 or more.

INCOME

The Responsible Entity expects that in respect of most Sub-schemes, the Members of those Sub-schemes will be entitled to the interest paid by the relevant Borrower (at the fixed interest rate) less the Responsible Entity's management fee. In these Sub-schemes, Members will also be entitled to a portion of the default interest paid by a Borrower for the late payment of interest in respect of the Borrower's Loan and any interest paid by a Borrower on early repayment of the Borrower's Loan. In each month of default, 2% pa of the default interest rate paid by the Borrower will be retained by the Responsible Entity.

However, Members of these Sub-schemes bear the risk of Borrower default. That is, Members of these Sub-schemes will only receive income through the monthly repayments of interest that are actually made by the Borrower in respect of the Loan. The Responsible Entity's fees are paid out of the monthly repayments made by Borrowers. Therefore, the Responsible Entity will not receive its management fee in respect of a particular Sub-scheme unless and until the relevant Borrower has made the appropriate repayment of interest.

TERM OF INVESTMENT

The term of a Sub-scheme offered under the PDS will be between 1 month and 5 years. Members will have knowledge of, and will have consented to (through the Consent Form), this term before their Cash Moneys are advanced to any Sub-scheme.

INTEREST PAYMENTS

Members will have interest paid directly to their nominated bank account monthly, or as otherwise agreed between the Member and the Responsible Entity.

Upon the Responsible Entity accepting a Member's Application, the Member's Application Moneys will become Cash Moneys and transferred to the Fund's interest-earning cash management account until the Responsible Entity allocates the Cash Moneys to a particular Sub-scheme. Any interest earned on a Member's Application Moneys deposited into the applications account pending acceptance or rejection of their Application will be to the benefit of the Responsible Entity. The Member will be entitled to any interest earned on the Cash Moneys held in the Fund's interest-earning cash management account pending allocation to a Sub-scheme, which will be distributed to the Member on a monthly basis to their nominated bank account if requested by the Member or retained in the interest-earning cash management account.

SECURITY OF INVESTMENT

The Constitution of the Fund prescribes the maximum LVRs for various types of Security Property. All Security Property is independently valued on a regular basis. When a Sub-scheme of the Fund is established, the LVR of that Sub-scheme will never exceed 80%. That is, the amount of the Loan in respect of a Sub-scheme will never be greater than 80% of the current valuation of the relevant Security Property.

For the valuation practices of the Fund, refer to Section 6.5.

TIERS OF INVESTMENT CLASSES WITHIN SUB-SCHEMES

Interests in a Sub-scheme may be further divided into separate tiers of investment classes. A tier of investment class within a Sub-scheme will provide exposure to the same underlying Mortgage and will be identical in all respects, other than:

- a. The rate of interest;
- b. the LVR ratio;
- c. the priority of distributions (both interest and capital) amongst Members within the Sub-Scheme; and
- d. any other terms that may be specified in the relevant Part B PDS from time to time.

Where a Sub-scheme is offered with multiple tiers of investment classes, the characteristics of the tier of investment class will be detailed to Members in the Part B PDS.

6.5 Valuation Practices

The Responsible Entity is responsible for obtaining a valuation of each Security Property and is responsible for the review of all valuations. For the purposes of approving a Loan Application made by a Borrower and determining whether the LVR requirements of the Fund are satisfied in respect of a Security Property, a valuation must be an independent valuation provided to the Responsible Entity by an Approved Valuer, or be the most recent municipal valuation of the land and improvements.

An independent valuation must be requested by the Responsible Entity. The Approved Valuer can only be an independent valuer of at least 5 years' experience appointed from the Responsible Entity's approved panel of valuers. The Responsible Entity shall not accept an independent valuation procured by a Borrower, unless the valuation is completed by an Approved Valuer and re-instructed by the Responsible Entity.

Original valuation reports are filed by the Responsible Entity in each particular Borrower's file for each Sub-scheme proposal.

6.6 How to Invest in the Fund

Investing in the Fund is a two stage process.

First, the Application Form attached to this Part A PDS must be completed by the potential investor.

Accompanying the Application Form must be the Application Moneys, or a direct debit request for the Application Moneys, or upon request from the Responsible Entity, which the investor wishes to invest in the Fund. Application Moneys will be held in our applications account until the Application Form is accepted or rejected (in which case Application Moneys will be repaid to the Applicant). Any interest earned on the Application Moneys in the applications account will be for the benefit of the Responsible Entity.

Once the Application Form has been submitted to the Responsible Entity, the Responsible Entity may decide to accept or reject the Application. If the Responsible Entity accepts the Application, the Applicant will become a Member of the Fund, the Member's Application Moneys will be transferred to the Fund's interest-earning cash management account and become Cash Moneys.

However, in becoming a Member of the Fund, the Mem-

ber's Cash Moneys are not automatically allocated to a particular Sub-scheme. The Cash Moneys of a new Member will be held on trust for the Member by the Responsible Entity, pending allocation to a Sub-scheme with the Member's approval. The Member will be entitled to any interest earned on their Cash Moneys held in the interest earning cash management account, and such interest will be distributed to the Member on a monthly basis to their nominated bank account if requested by the Member or retained in the interest-earning cash management account.

Once an investor has become a Member of the Fund and they have nominated a particular investment in which they might wish to allocate the moneys a specific Part B PDS will be sent to the Member which discloses the specific details of the Sub-scheme being offered to the Member (e.g. location and valuation of Security Property, LVR in respect of the Security Property, term of Loan, interest rate, identity of the Borrower, tiers of investment classes within the Sub-scheme, etc.).

If a Member decides to invest in the particular Sub-scheme offered to the Member, that Member must complete the Consent Form attached to the Part B PDS. The Member's Cash Moneys will be allocated to that Sub-scheme on the terms contained in the Part B PDS, provided the Sub-scheme is fully subscribed. The Member will be notified shortly after their Cash Moneys have been allocated to the Sub-scheme. If the Member does not complete and return the Consent Form to the Responsible Entity within 14 days of the Consent Form being sent to the Member, the Member's Cash Moneys will be returned by the Responsible Entity and the Member will be removed from the Register of Members unless the Member and the Responsible Entity have agreed that the Responsible Entity will retain the Member's Cash Moneys and will send a new updated and specific Part B PDS. In these circumstances, the Responsible Entity will retain the Member's Cash Moneys in an interest-earning cash management account until the Member's funds are allocated to a Sub-scheme. Interest earned on the Member's account will be distributed by the Responsible Entity to the Member to their nominated bank account if requested by the Member or retained in the interest-earning cash management account.

In the event a Member's Cash Moneys are not allocated to a Sub-scheme within 3 months of being paid to the Fund's interest-earning cash management account, the Cash Moneys will be returned to the Member.

7. About Equity-One Mortgage Fund Limited

7.1 Board of Directors of Equity-One Mortgage Fund Limited

Dean Koutsoumidis

Managing Director / Responsible Manager

Dean Koutsoumidis has extensive experience in the management of a mortgage lending business, and has been the Managing Director of the Responsible Entity since its inception. Previously, Dean specialised in second mortgage and bridging finance products, as the Managing Director of Equity-One Finance & Investments Pty Ltd. Under this mortgage lending business, Dean dealt, on a regular basis, with finance consultants, mortgage brokers, wholesale lenders, valuers and its legal representatives. As the Managing Director of Equity-One Finance & Investments Pty Ltd, Dean was responsible for managing the mortgage portfolio. Dean acted as Equity-One Finance & Investments Pty Ltd's Managing Director since 29 April 1998.

Dean also has experience in operating as an independent mortgage broker and consultant and has conducted business as a mortgage originator for Perpetual Trustees Victoria Ltd and for National Australia Bank mortgage products.

Dean has a Diploma of Financial Planning from Deakin University and RMIT and is a member of the Mortgage & Finance Association of Australia.

Andrew Hayes

Director

Andrew Hayes is a Chartered Accountant with an extensive career in public practice and commerce with a focus on corporate advisory and financial services. Andrew has a Bachelor of Business in Accounting, a Graduate Diploma in Financial Planning, and a Certificate IV in Financial Services (Finance/Mortgage Broking).

Andrew joined Westlawn Finance Limited in 2007 as Chief Financial Officer and Company Secretary. In July 2024, Andrew was appointed as Chief Executive Officer. Equity-One Mortgage Fund Limited became a subsidiary of Westlawn Finance Limited in March 2022 at which time Andrew was appointed a director.

Geoff Scofield

Director

Geoff has been involved in the finance industry since 1982 and brings to the Board an extensive background in banking, credit provision/analysis, business development and senior management. He started his finance background with ANZ Bank and Esanda reaching management level before joining Westlawn Finance Limited in 1994. In 2007, Geoff was appointed General Manager Finance and in 2008 became a director of the company. In 2012, he was appointed CEO but stepped down in July 2024; he remains a Director.

Geoff holds a Certificate IV and Diploma in Financial Services (Finance/Mortgage Broking).

Martin Checketts

Non-Executive Director

Martin Checketts is an investor, professional company director, and strategic adviser. He has a noteworthy record of leading business expansions and executing profitable exit strategies. Over more than a decade, Martin was one of the Board members who grew Mills Oakley Lawyers from a single-state law firm into one of Australia's largest and highest-performing professional services firms. Martin has advised countless businesses on growth, succession, equity management, business exits, structures, governance, and asset protection. He is the author of 'The Strategic Exit', a guide to private business succession.

7.2 Compliance Committee

The Fund has a Compliance Committee in place. The Compliance Committee's role is to monitor Compliance with the Compliance Plan. The Compliance Committee must also regularly assess the adequacy of the Compliance Plan and report any breaches of the Corporations Act or the Constitution to the Responsible Entity. If the Responsible Entity does not take appropriate action to deal with the breach, the Compliance Committee will report the breach to ASIC. The membership of the Compliance Committee is regularly reviewed to ensure each member has the necessary attributes to undertake the role. Members may obtain details of the current Compliance Committee by contacting the Responsible Entity.

8. Risks

8.1 Introduction

This Section identifies the areas that the Responsible Entity regards as the major risks associated with an investment in the Fund. Investors should be aware that an investment in the Fund involves many risks. Whilst the Responsible Entity intends to use prudent skill and care to minimise the risks to Members, no assurances can be given about the success or otherwise of any Member's investment in a Sub-scheme. Potential investors should read the whole of the PDS in order to fully appreciate the risks associated with an investment in the Fund, and the manner in which the Fund intends to operate in relation to those risks, before any decision is made to become a Member of the Fund.

8.2 General Risk Factors

The Fund invests in Mortgages over real estate and therefore the Fund is exposed to the general risks affecting the property market as described below.

PROPERTY RISK

Property risk describes the risk that real estate values will be affected by the supply and demand for the particular properties used as Security Property, competing developments, interest rates, inflation, rental returns, vacancy rates, property outgoings, investor demand, economic conditions, business confidence, insurance premiums, government and banking policies and general market conditions.

Any decrease in real estate values will mean that the value of Security Property used as security for a Sub-scheme is also likely to decline, meaning that LVRs in respect of Security Property are likely to increase.

INFLATION RISK

Inflation risk is the risk that inflation rates will increase and, as a consequence, decrease the real (i.e. inflation adjusted) return of an investment in the Fund. If inflation increases by a significant amount, there is a risk that the rate of inflation may exceed the return received on an investment in the Fund.

INTEREST RATE RISK

Each Sub-scheme of the Fund is a fixed rate investment. If market interest rates increase, the fixed interest rate of the Sub-scheme may be relatively low compared to the prevailing market interest rate given the level of risk of the investment and other fixed interest rate investments that may be available on the market.

SUB-SCHEME INVESTMENT

Sub-scheme risk is the risk that a particular Sub-scheme investment which a Member invests in will not perform as well as another Sub-scheme within the Fund. For example, interest rates offered to Members of different Sub-schemes may vary from time to time and are influenced by a combination of supply and demand factors and competition by similar market participants.

MARKET RISK

Market risk is the risk that the whole real estate/ property market falls in line with the general economic conditions in Australia or overseas markets due to various internal factors (such as oversupply of real estate on the market for sale) or external factors (such as economic conditions or market sentiment).

8.3 Specific Risks

There are also specific risks attributable to the Fund based upon the nature of its operations. The main risks specifically associated with the activities of the Fund are "Income Risk" and "Capital Risk".

INCOME RISK

Income Risk is the risk of a failure of a Borrower to pay interest on time or in full in accordance with the terms of the Loan. If a Borrower does not pay interest on time or in full in accordance with the terms of the Loan and Mortgage, this may have a material adverse effect on the return on investment for the Members of the relevant Sub-scheme(s). The Responsible Entity does not guarantee that a Borrower will pay the amount of interest which it owes under the Loan.

CAPITAL RISK

Capital Risk is the risk of a failure or delay by the Borrower to repay the principal advanced to the Borrower under the terms of the Loan on the agreed repayment date. This risk is relevant for Members of all Sub-schemes. If a Borrower does not repay the whole or any of the principal advanced to it under the terms of the Loan on the agreed repayment date or at any later date, this may have a material adverse effect on the return of investment of Members. That is, in these circumstances, Members may not receive their entire capital investment at the completion of the term of the Sub-scheme. The Responsible Entity does not guarantee the repayment to a Member of the moneys the Member has invested in the Fund and which have been allocated to a Sub-scheme.

MORTGAGE RANKING RISK

A First Ranking Mortgage provides a higher level of security than a Second Ranking Mortgage in that it has priority in relation to repayments of interest and principal and any enforcement costs and expenses over a Second Ranking Mortgage. Therefore, the Income Risk and Capital Risk is greater for a Mortgagee in respect of a Second Ranking Mortgage as compared with a First Ranking Mortgage.

As a means of compensating a Mortgagee for the higher risk associated with a Second Ranking Mortgage, a higher interest rate will usually be applicable to Sub-schemes with this type of security.

INVESTMENT TIER RISK

Different tiers of investment classes within a Sub-scheme will have different levels of priority to distributions (both interest and capital) paid out of the Sub-scheme. As such, there is a risk that in certain circumstances (e.g. where there is a partial or full default on the underlying Loan) Members in one investment tier class may be paid out a distribution while other Members in a different investment tier class may not, despite having invested in the same Sub-scheme.

Investors who are considering investing in a Sub-scheme with multiple investment tiers should consider the different levels of priority to distributions as described in the relevant Part B PDS.

8.4 Regulatory Risks

Potential investors should also note that changes are frequently made to Australian taxation and corporate laws and regulations, which may affect the value of an investment in the Fund.

8.5 Risk Management Processes of the Responsible Entity

In order to seek to manage the above risks, the Responsible Entity has adopted a number of procedures aimed at minimising the risk to Members of both income and capital loss and loss incurred as a result of the realisation of one of the general risks mentioned above.

It is important to note, however, that not all risk can be foreseen and/or sufficiently reduced. Therefore, it is not

possible for the Responsible Entity to protect the value of an investment from all risks.

Some of the key risk management procedures implemented by the Responsible Entity are as follows:

LOAN TO VALUATION RATIOS (LVR)

The Constitution of the Fund prescribes the maximum LVR for various types of Security Property. All Security Property is independently valued on a regular basis. When a Sub-scheme is established, the LVR of that Sub-scheme will never exceed 80%. That is, the amount of the Loan in respect of a Sub-scheme will never be greater than 80% of the current valuation of the Security Property.

These LVR requirements are aimed at ensuring that even if real estate values decrease, the value of the Security Property will still be sufficient to cover the value of the Loan. In this regard, risk generally increases as the LVR rises. Therefore, the Responsible Entity manages Capital Risk by setting conservative LVRs.

For the valuation practices of the Fund, refer to Section 6.5.

BORROWER DUE DILIGENCE

The Constitution of the Fund also prescribes various checks which the Responsible Entity must undertake on the Borrower to assess the Borrower's ability to meet its obligations under a Loan.

These checks include conducting credit checks on a potential Borrower through an independent credit agency. In this regard, the Borrower must provide the Responsible Entity with details of its real estate assets and secured liabilities, a statement of the Borrower's income, and details of any bankruptcy or insolvency of the Borrower as part of the Borrower's Loan Application to the Responsible Entity. The Borrower must also provide full details of the land offered as security for the Loan.

The information provided by the Borrower to the Responsible Entity, and the results of the independent credit checks conducted on the Borrower, are made available to the Members of the relevant Sub-scheme upon request. The Responsible Entity makes no representation that the Borrower has always paid the Loan or other credit as due or that there are not securities that rank below the security for the Loan. A request for this information may be made

by a Member, free of charge, in writing to the Responsible Entity.

The Responsible Entity manages both Income Risk and Capital Risk by undertaking due diligence checks on Borrowers.

APPROVED VALUERS

The Responsible Entity manages the risk of obtaining an overstated valuation in respect of Security Property by imposing strict criteria which any Approved Valuer must satisfy. Approved Valuers must be independent of the Responsible Entity (and the Borrower) and must have the requisite experience.

INSURANCE

The Responsible Entity will obtain insurance in respect of each Security Property for an amount equal to or greater than the amount recommended by the Approved Valuer assessing the relevant Security Property, unless the insurance cover for the buildings exceeds the amount of the Loan, at which time the Responsible Entity may exercise its discretion to accept an insurance policy which at least covers the amount of the Loan provided by the Borrower or their representative. This insurance coverage aims to protect Members from loss in the event of any damage to, or reduction in value of, the Security Property.

DEFAULT LOAN MANAGEMENT

In the event that a Borrower is in default in respect of Loan repayments the Responsible Entity will undertake the following measures.

Correspondence is sent by the Responsible Entity to the Borrower informing the Borrower of the default and requesting payment of the relevant amount owing (which may include default interest).

The Borrower or their representative may also be contacted by telephone or email to confirm the default and the amount outstanding. If the Loan remains in arrears for 1 monthly instalment, no further action is undertaken, but at the discretion of the Responsible Entity the matter may be referred to its legal representative. If the Borrower is in default under the relevant Loan for 2 or more monthly instalments at any time during the term of the Loan, the Responsible Entity may refer the matter to its legal repre-

sentative who will issue a statutory default notice to the Borrower. The statutory default notice requires the Borrower and/or the guarantor of the relevant Loan (if applicable) to remedy the default within 7 days of the notice if the Mortgage is registered in the State of Victoria. All other states provide that the Borrower must rectify the default within 31 days. In the event that the amount in arrears is not paid within that time, further action may be taken under the Mortgage with a view to selling the Security Property by way of Mortgagee sale.

Each Member of the relevant Sub-scheme will be sent details of the action being taken by the Responsible Entity to remedy the default at the time the initial letter notifying the Borrower of the default is sent to the defaulting Borrower. Each Member of the relevant Sub-scheme will also receive details of the progress of any action taken by the Responsible Entity in respect of the default.

Where the default remains unrectified and the relevant Security Property is sold as a result of Members and the Responsible Entity exercising their right to sell a Security Property, the available proceeds of the sale of the Security Property will be distributed in the following order:

- The Responsible Entity is reimbursed for administration costs and expenses it incurs in enforcing the Mortgage and arranging for the sale of the Security Property;
- The Members are repaid the amount of their principal investment;
- The Members are paid any interest (including default interest) which has accrued under the Sub-scheme; and
- The Responsible Entity is paid its management fee in respect of the Sub-scheme.

9. Fees and other costs

9.1 Consumer Advisory Warning

DID YOU KNOW?

Small differences in both investment performance and fees and costs can have a substantial impact on your long-term returns.

For example, total annual fees and costs of 2% of your investment balance rather than 1% could reduce your final return by up to 20% over a 30year period (for example, reduce it from \$100,000 to \$80,000).

You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs.

You may be able to negotiate to pay lower fees. Ask the fund or your financial adviser.

If you would like to find out more, or see the impact of the fees based on your own circumstances, the Australian Securities and Investments Commission (ASIC) Moneysmart website (www.moneysmart.gov.au) has a managed funds fee calculator to help you check out different fee options. You may be able to negotiate to pay lower fees. Ask the fund or your financial adviser.

If you would like to find out more, or see the impact of the fees based on your own circumstances, the Australian Securities and Investments Commission (ASIC) Moneysmart website (www.moneysmart.gov.au) has a managed funds fee calculator to help you check out different fee options.

9.2 Fees and costs summary

This section shows fees and other costs that you may be charged. These fees and costs may be deducted from your money, from the returns on your investment or from the assets of the Fund as a whole.

Taxes are set out in another part of this document (Section 10).

You should read all of the information about fees and costs because it is important to understand their impact on your investment.

Type of Fee or Cost	Amount	How and When Paid
Ongoing annual fees and costs		
Management fees and costs+ <i>The fees and costs for managing your investment</i>	First Ranking Mortgages: 4.458% per annum of each individual Sub-scheme Loan amount comprising: Management fee of 1.50% p.a. Indirect costs of 2.95% p.a. Second Ranking Mortgages: 3.95% per annum of each individual Sub-scheme Loan amount comprising Management fee of 1.00% p.a. Indirect costs of 2.95% p.a.	Paid at different times (depending on the Sub-scheme) from Fund assets. Refer to 'Additional explanation of fees and costs' at section 9.5 below for further details.

Type of Fee or Cost	Amount	How and When Paid
Management fees and costs⁺ <i>The fees and costs for managing your investment</i>	The management fees and costs for each Sub-scheme will be disclosed in the corresponding Part B PDS.	
Performance fees <i>Amounts deducted from your investment in relation to the performance of the product</i>	Nil	Not Applicable
Transaction costs <i>The costs incurred by the scheme when buying and selling assets</i>	0.96% per annum	Payable on demand from the Fund's assets. Refer to 'Additional explanation of fees and costs' at section 9.5 below for further details.
Member activity related fees and costs <i>(fees for services or when your money moves in or out of the scheme).</i>		
Establishment fee <i>The fee to open your investment</i>	Nil	Not Applicable
Contribution fee <i>The fee on each amount contributed to your investment</i>	Nil	Not Applicable
Buy-sell spread <i>An amount deducted from your investment representing costs incurred in transactions by the scheme</i>	Nil	Not Applicable
Withdrawal fee <i>The fee on each amount you take out of your investment</i>	1.1% of the amount withdrawn in the event a Member is replaced in a Sub-scheme prior to maturity or repayment by the Borrower.	Paid at the time of replacement
Exit fee <i>The fee to close your investment</i>	Nil	Not Applicable
Switching fee <i>The fee for changing investment options</i>	Nil	Not Applicable

[^] All fees quoted in the PDS are quoted on a GST inclusive basis, net of any reduced input tax credits and includes any applicable stamp duty.

^{*} The fees and costs in this table do not include fees that may be payable to your financial adviser. Refer to the Statement of Advice provided by your financial adviser in which details of the fees payable to your financial adviser are set out.

⁺ Management Fees are negotiable on each individual sub scheme. You should discuss with the product issuer. Refer to 'Additional explanation of fees and costs' at section 9.5 below.

9.3 Example of Annual Fees and Costs – Where the Security Property is secured by a First Ranking Mortgage

This table gives an example of how the ongoing fees and costs in the First Ranking Mortgage option for this product can affect your investment over a 1 year period. You should use this table to compare this product with other products offered by managed investment schemes.

EXAMPLE

Where the Security Property is secured by a First Ranking Mortgage	Amount	Balance of \$50,000 with a contribution of \$5,000 during the year
Contribution fee	Nil	For every additional \$5,000 you put in, you will be charged \$0.
+		
Management Fees and Costs	4.45% p.a. comprising: 1.50% Management Fees plus 2.95% Indirect Costs*	And, for every \$50,000 you have in the First Mortgage Option in the Fund, you will be charged or have deducted from your investment \$2,225 each year.
+		
Performance Fees	Nil	And you will be charged or have deducted from your investment \$0 in performance fees each year.
+		
Transaction Costs	0.96% p.a. of Fund net assets	And you will be charged or have deducted from your investment \$480 in transaction costs.
=		
Cost of Fund where the Security Property is secured by a First Ranking Mortgage	If you had an investment of \$50,000 at the beginning of the year and you put in an additional \$5,000 during that year, you would be charged fees and costs of: \$2,705**^ What it costs you will depend on the investment option you choose and the fees you negotiate.	

*Comprising Borrower Fees paid by the Borrower and retained by the Responsible Entity – see further detail in “Management Fees and Costs” in Section 9.5. Actual Borrower Fees will vary from time to time depending on the Fees associated with the Loans for the Sub-Schemes.

** For comparison purposes, this example assumes that the additional contribution is made at the start of the financial year, however, generally additional contributions will not be permitted after the commencement of a Sub-Scheme.

^ Additional fees may apply. If you are replaced in a Sub-scheme prior to maturity or repayment by the Borrower, a fee of 1.1% (inclusive of GST) may be charged by the Responsible Entity (being \$550 for every \$50,000 withdrawn from a Sub-Scheme), plus any statutory fees, legal fees and charges.

9.4 Cost of Product for 1 year – Where the Security Property is secured by a Second Ranking Mortgage

The cost of product gives a summary calculation about how ongoing annual fees and costs can affect your investment over a 1-year period for the Second Ranking Mortgage option. It is calculated in the manner shown in the Example of annual fees and costs table in section 9.3.

The cost of product assumes a balance of \$50,000 at the beginning of the year with a contribution of \$5,000 during the year. (Additional fees such as a withdrawal fee may apply: refer to the 'Fees and costs summary' in section 9.2).

You should use this figure to help compare this product with other products offered by managed investment schemes.

Where the Security Property is secured by a Second Ranking Mortgage	Cost of product	\$2,455
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9.5 Additional Explanation of Fees and Costs

MANAGEMENT FEES AND COSTS

The management fees and costs are the total fees and costs incurred in managing the Fund and include both the management fee and expense recoveries. These costs are paid directly out of the assets of the Fund.

The management fee component payable to the Responsible Entity of up to 1.50% per annum (inclusive of GST) of moneys invested in relation to investments where Security Property is secured by First Ranking

Mortgages and up to 1.00% per annum (inclusive of GST) of moneys invested in relation to investments where Security Property is secured by Second Ranking Mortgages.

The Responsible Entity's management fee is paid by the Fund to the Responsible Entity monthly in advance. This fee is debited against and paid out of interest paid in each Sub-scheme or, at the discretion of the Responsible Entity, is held to the account of the Sub-scheme on maturity or repayment of the relevant Loan.

The Responsible Entity may, in its absolute discretion, waive or reduce any entitlement to recover a management fee.

The Responsible Entity may, in its absolute discretion, charge an administration fee of \$330.00 (inclusive of GST) on any one Sub-scheme, where it recovers unpaid (default) interest which has been capitalised, for the benefit of the Member(s) in that particular Sub-scheme. If, at the discretion of the Responsible Entity, a Member is replaced in a Sub-scheme prior to maturity or repayment by the Borrower, a fee of 1.1% (inclusive of GST) may be charged by the Responsible Entity, plus any statutory fees, legal fees and charges.

In the event of default under a Loan, the Borrower will be required to pay default interest. The Responsible Entity will be entitled to 2% per annum of the default interest rate (Default Management Fee) and the rest will be for the benefit of Members of the Sub-scheme to which the Loan relates.

Actual Borrower Fees will vary from time to time depending on the Loans in the Sub-Schemes.

The Responsible Entity is entitled to be reimbursed out of the Fund for all costs, charges and expenses incurred by the Responsible Entity in relation to the proper performance of its duties in relation to the Fund to the extent that such reimbursement is not prohibited by the Corporations Act.

Each Part B PDS will set out the actual management fees and costs which will apply to that Sub-scheme. The management fees and costs will remain payable in the event of default by a Borrower. Such payments may impact on returns payable to Members.

BORROWER FEES

The Responsible Entity is also entitled to be paid fees by the Borrower (Borrower Fees) which it uses to cover the administration costs of the Fund.

These Borrower Fees are included in the Management Fees and Costs and referred to as Indirect Costs in

the table in section 9.2. The Indirect Costs of 2.95% per annum of Fund net assets for the First Ranking Mortgage option and of 2.95% per annum of Fund assets for the Second Ranking Mortgage option are based on actual amounts incurred for the financial year ended 30 June 2024.

The Borrower Fees paid directly by the Borrower to the Responsible Entity and retained by the Responsible Entity include the following:

- a. Loan Approval Fee;
- b. Document and Due Diligence Fee;
- c. Searches and Enquiries Assessment Fee;
- d. Compliance Fee;
- e. Valuation Assessment Fee;
- f. Discharge Processing Fee;
- g. Payment Processing Fee;
- h. Consent Fee (if requested by the Borrower);
- i. Loan Statement Fee (if requested by the Borrower);
- j. Administration Fee (for work conducted by the Responsible Entity at the request of the Borrower);
- k. Dishonour Fee (if the Loan goes into default); and
- l. Default Management Fee (if the Loan goes into default).

The Borrower also pays fees which are not retained by the Responsible Entity but are paid on to external parties, as set out under 'Transaction Costs' below.

Administration costs are able to be paid by the Fund to the Responsible Entity as incurred by the Responsible Entity.

The Responsible Entity is entitled to be reimbursed out of the Fund for all costs, charges and expenses incurred by the Responsible Entity in relation to the proper performance of its duties in respect of the Fund to the extent that such reimbursement is not prohibited by the Corporations Act. These include expenses associated with:

- a. The Constitution, any supplemental deed and the formation of the Fund;
- b. The preparation, review, distribution and promotion of the PDS and any supplementary PDS that may be required;
- c. The acquisition, disposal, sale or other dealing with assets;
- d. Any proposed acquisition, disposal, sale or other dealings with an investment;

- e. The administration or management of the Fund;
- f. Convening and holding meetings of Members and the implementation of any resolution or special resolution;
- g. Communications with Members;
- h. Tax and financial institution fees;
- i. The engagement of agents, valuers, contractors and advisers (including legal advisers);
- j. Preparation, audit and lodgement of taxation returns and accounts of the Fund, including the fees of the auditor of the Fund;
- k. Termination of the Fund and the retirement or removal of the Responsible Entity and the appointment of a replacement responsible entity;
- l. Any court proceedings, arbitration or other dispute concerning the Fund, including any proceedings against the Responsible Entity, except to the extent that the Fund is found by a court to be in breach of trust or to have been grossly negligent, in which case any expenses paid or reimbursed must be repaid by the Responsible Entity into the Fund;
- m. Any costs and expenses associated with the Board of Directors of the Responsible Entity carrying out the functions required by the Compliance Plan;
- n. Complying with any law and any request or requirement of ASIC;
- o. Fees payable to any credit rating organisation;
- p. Preparing, printing and posting accounts, cheques and all other documents or making payments to Members;
- q. All fees and costs in connection with being a member of an external complaints handling scheme (including as required by the terms of the Responsible Entity's AFSL), in applying for membership, application and ongoing membership fees, in maintaining membership and any costs and disbursements in connection with any complaints or matters referred to or to be, or proposed to be, dealt with by the manager of such a scheme in accordance with the terms of such a scheme;
- r. Establishing and maintaining a Register of Members;

- s. Fees and costs associated with the ASIC industry funding levy payable by the Responsible Entity;
- t. Establishing and maintaining the accounting and investment recording systems of the Fund; and;
- u. Development and operation of computer facilities (including web site applications), salaries and costs relating to the matters set out in the paragraphs above.
- v. Development and operation of computer facilities (including web site applications), salaries and costs relating to the matters set out in the paragraphs above.

In addition to the above, the Responsible Entity is entitled to be reimbursed out of the assets of a Sub-scheme all amounts which the Borrower is required to pay that the Responsible Entity is unable to recover from the Borrower under the Sub-scheme including:

- a. All unpaid interest due and payable under a Mortgage which is paid by the Responsible Entity or its associates to Members of the Sub-scheme;
- b. All costs and expenses incurred in preparing a Security Property for sale, including completion of building works;
- c. All professional fees, costs and expenses incurred in relation to engaging Approved Valuers, quantity property consultants incurred in connection with the Security Property;
- d. Legal costs and expenses incurred in recovering all moneys to which the Members of a Sub-scheme are entitled under a Mortgage;
- e. Payment of all expenses relating to credit checks, title searches and enquiries and company searches (including historical company searches);
- f. Payment of all rates and taxes payable on the Security Property; and
- g. Payments of all repairs and maintenance to the Security Property and of any insurance amounts.

TRANSACTION COSTS

In relation to the establishment of each Sub-scheme the Responsible Entity will be required to pay the following fees to external parties which it recovers from the Borrower:

- a. Establishment fees or Referrer fees which may be charged by the broker who refers the Borrower
- b. Bank cheque fees
- c. Land titles office fees
- d. PPSR (personal property securities register) search fees
- e. Insurance fees
- f. Payment processing fees
- g. Valuation fees
- h. Merchant fees
- i. Settlement processing fees
- j. Legal fees
- k. PEXA (a property transfer platform) fees
- l. PPSR fees; and
- m. Other fees which may be incurred in realisation of security property.

The transaction costs shown in the 'Fees and costs summary' in section 9.2 is shown net of any amount recovered by the buy-sell spread (if any). The gross transaction costs for the Fund are 0.96% per annum of the Fund's net assets (inclusive of GST and net of any reduced input tax credits), which is based on the actual transaction costs incurred for the financial year ended 30 June 2024.

Actual Transactional and Operational Costs will vary from time to time depending on the Loans in the Sub-Schemes.

Any transaction costs not recovered from the Management Fees or Borrower Fees referred to above are paid by the Responsible Entity, except that in the case of a Direct or Contributory Mortgage, if the Member elects for their name, rather than the Responsible Entity, to be registered on the title of the relevant Security Property as Mortgagee, the Member may be required to pay the legal fees associated with such registration, in the amount of \$110.

GST AND STAMP DUTY

All fees stated in this PDS include (if applicable):

- a. GST less any reduced input tax credits; and
- b. Stamp Duty.

For taxation information relating to the Fund, see [Section 10](#).

NEGOTIATED FEES

The Responsible Entity may negotiate a rebate of part of the management fee with sophisticated or professional investors (i.e. those clients defined as wholesale clients in the Corporations Act). This is generally because they invest substantial amounts of money. The Responsible Entity cannot negotiate individual fee arrangements with Members who are not wholesale clients.

FEE CHANGES

The Responsible Entity can change these fees and costs without Member consent, subject to any limitations under the Corporations Act, Constitution and other applicable laws, but the Responsible Entity will provide you with 30 days written notice of any proposed increase in fees.

MAXIMUM FEES AND WAIVER

The Constitution provides for a management fee for the Responsible Entity of up to 5% per annum of the amount invested within a Sub-Scheme where the Secured Property is secured by either first or second ranking mortgages. The Responsible Entity has the right to accept lower fees than it is entitled to receive, to defer payment or to waive its entitlement to such fees at its discretion.

REFERRAL FEES

Subject to the Corporations Act, the Responsible Entity may, at its discretion, pay individually negotiated referral fees to introducers of investors to the Fund. These fees will be paid by the Responsible Entity from the fees it receives or its own resources and not from the assets of the Fund.

10. Tax Considerations

There are tax implications of investing in the Fund. The following summary is intended for Australian resident investors and generally applies to investors who hold their interests in the Fund for the purpose of realising a long-term return (that is, hold their investment on capital account for tax purposes). Except as specifically noted below, this summary does not consider the tax implications for those investors who hold their interests in the Fund on revenue account, as an isolated investment made with profit making intent or as trading stock. The summary is intended to be a brief guide only and does not purport to be a complete statement of the relevant tax law, nor does it take into account a Member's individual circumstances. It is based on our interpretation of the current Australian tax laws at the date of publication of this document, including applicable case law and published guidance by the Australian Taxation Office, which may be subject to change.

10.1 Income Tax

A Member will begin to receive income once that Member's investment is allocated to a particular Sub-scheme. Whilst the precise details of the investment will vary according to the terms of the Sub-scheme, investments will generally comprise interest bearing securities, with interest being paid no less frequently than annually. As the Mortgages will not be issued at a discount nor redeemable at a premium and interest will be paid at least annually, the provisions of Division 16E of the Income Tax Assessment Act 1936 (Cth) (as amended) should have no application.

Generally, the interest income will be assessable to the Member in the year in which it is received. However, interest income derived by a Member that carries on a money lending business should be assessable at the time that the interest becomes due and payable.

An income tax deduction should be available for management fees and administration expenses paid to the Responsible Entity and such amounts will applied reduce the interest income distributed to Members.

10.2 Tax file numbers, Australian business numbers and withholding

A Member may quote their Tax File Number (TFN) or claim an exemption from doing so by completing the TFN section of the Application Form attached to this PDS and The Responsible Entity will retain the Application Form

for the period required by law. The Application Forms will be held securely and access to TFN information will be restricted to staff who need to handle it. If a Member is a business taxpayer, they may provide the Responsible Entity with an ABN instead of a TFN.

It is not an offence to decline to quote a TFN or ABN, but if a Member chooses not to provide their TFN or ABN to the Responsible Entity, the Responsible Entity may be required to withhold tax from that Member's interest entitlements, at the highest marginal rate plus applicable levies.

If a Member is not an Australian resident, tax will be withheld from that Member's interest entitlements at the prescribed rates.

10.3 Losses

In the event that a Borrower defaults on a repayment of principal in respect of a loan, the loss made by an investor as a result will generally constitute a capital loss. The loss would be realised at the time that the Loan is compromised or the Borrower is wound up. A capital loss can be offset against capital gains made by the Member in the same or a subsequent year: a capital loss cannot be offset against ordinary income.

In the case of a Member that otherwise carries on a money lending business, losses made as a result of the default of a Borrower should be on revenue account and may be applied against the Member's ordinary income for the relevant year.

You should consult your taxation adviser in relation to your circumstances.

10.4 Goods and services tax (GST)

GST applies to the Responsible Entity's fees and other costs set out in Section 9. Any GST which is applicable will be deducted in the same manner as the Responsible Entity's fees are collected from a Member (including from the interest collected from Borrowers).

No GST is payable on the acquisition of the investment by the Member or on any interest paid to the Member during the term of the investment. However, Members who are registered for GST purposes may be able to claim an input (or reduced tax input tax credit) for GST payable on expenses that relate to the investment, including the Responsible Entity's fees.

10.5 Foreign taxes and foreign tax compliance

Australian and foreign taxes may be imposed where the Fund's investments or dealings have some connection with a foreign jurisdiction. Foreign laws are varied and can apply in uncertain ways. If the Fund suffers any amount of Australian or foreign tax, or is required to withhold any amount in respect of Australian or foreign tax, neither the Responsible Entity nor the Fund will be required to compensate investors for any such tax, and the effects of these amounts will be reflected in the returns of the Fund. In addition, there are certain consequences that may occur if an investor is, or becomes, a foreign entity, a foreign citizen, resides in a foreign country or has some connection with a foreign country. These consequences may apply pursuant to certain global reporting requirements such as the Foreign Account Tax Compliance Act (FATCA) in the

US, or the Common Reporting Standard, (CRS or the Standard), as the context requires, in the case of other countries that have implemented the Standard. The Fund is required to comply with these requirements, if applicable. Accordingly, the Responsible Entity may request that you provide certain information about yourself in order for it to comply with these reporting obligations.

10.6 Attribution Managed Investment Trust (AMIT) Regime

The Attribution Managed Investment Trust (AMIT) tax regime allows an eligible Managed Investment Trust to be treated as an AMIT for tax purposes.

The Responsible Entity has not made an election for the Fund to be treated as an AMIT but may consider doing so in the future if the Fund is eligible and it is in the best interests of the Members.

11. Additional Information

11.1 Material Documents

The following sets out a summary of the material documents which are relevant to the Fund.

The material documents are the Constitution establishing the Fund and the Compliance Plan of the Fund.

CONSTITUTION

The Constitution is the primary document governing the relationship between the Members of the Fund and Equity-One Mortgage Fund Limited as the Responsible

Entity of the Fund. The Fund was established by the Constitution on 25 June 2005 and registered with ASIC on 25 July 2005. Amendments to the constitution were lodged with ASIC on 3 December 2007, 18 March 2016, 19 July 2018, 16 November 2021 and 20 May 2025.

The Constitution contains extensive provisions in respect of the legal obligations of the Responsible Entity and the Members and the rights and powers of each.

The Constitution can be amended unilaterally by the Responsible Entity where the change does not adversely affect the rights of the Members of the Fund. Otherwise, a special resolution of the Fund must be passed by Members at a properly convened meeting. A number of the important provisions of the Constitution are discussed elsewhere in the PDS, in particular this Part A PDS.

Among other things, the Constitution deals with the following important matters:

i. Obtaining an interest in the Fund

See [Section 6](#).

ii. The powers of the Responsible Entity

The Responsible Entity has broad powers to manage the Fund, including the power to approve and establish Sub-schemes, create separate classes within Sub-schemes, and advance moneys to particular Borrowers, subject to the limits on approving and establishing Sub-schemes imposed by the Constitution.

iii. Remuneration and expenses of the Responsible Entity

The Responsible Entity is entitled to be indemnified out of the assets of the Fund for all liabilities and expenses incurred in the proper performance of its duties. The Responsible Entity is also entitled to a management fee. For more details of fees and other costs see [Section 9](#).

iv. Fees and other costs to be paid by the Borrower

The Responsible Entity is entitled to be paid by the Borrower various fees in relation to the establishment of each Sub-scheme including a Loan Application fee, an establishment fee (for establishing the Sub-scheme and the relevant Mortgage), a Sub-scheme modification fee (to cover agreed variations to a Mortgage or the terms of the relevant Sub-scheme), an insurance administration fee, a payment processing fee, a dishonour fee in the event of a dishonoured payment, a default management fee whenever the loan is deemed to be in default, a valuation fee, an administration fee (for work conducted by the Responsible Entity at the request of the Borrower), a discharge processing fee, a payout calculation fee, a settlement processing fee and a PPSR processing fee, where applicable.

v. Transfer of interests in the Fund

A member may assign their interest in the Fund to another if the Corporations Act permits such an assignment and if they receive the written consent of the Responsible Entity. Any costs incurred by the Responsible Entity will be reimbursed by the Member.

vi. Member's right to withdraw from the Fund

A Member has no right to withdraw from the Fund.

vii. Complaints handling

The Constitution prescribes a formal process by which Members can raise complaints with the Responsible Entity. For further details see [Section 12](#).

viii. Convening, holding, attending and voting at meetings of Members

The Responsible Entity may at any time convene and conduct a meeting of Members in accordance with the Corporations Act. Every Member will be entitled to receive notice of, and attend and vote at, meetings of the Fund. All questions at a meeting will be decided by a majority vote. The Corporations Act governs the number or, on a poll, the value of the votes required to be received to pass a resolution.

ix. The retirement and removal of the Responsible Entity and the appointment of a new Responsible Entity

The Responsible Entity must retire when required to

do so by, and in accordance with, the Corporations Act. The Responsible Entity may retire from office upon giving not less than 6 months' notice in writing (or such shorter notice as the Members may, by special resolution, approve) to the Members of its intention to retire. If it retires, the Responsible Entity must appoint a replacement responsible entity in its place.

x. The duration of the Fund

The Fund commenced on 25 June 2005 and is for a term of 80 years.

xi. Winding-up of the Fund

The Fund may be wound up by the Responsible Entity in accordance with the Corporations Act, an extraordinary resolution of the Members or by order of the court.

COMPLIANCE PLAN

The Compliance Plan is the document which outlines the principles and procedures which the Responsible Entity will apply to ensure that it complies in all respects with the provisions of the Corporations Act, ASIC policy and the Constitution of the Fund. The Compliance Plan is dated 25 June 2005 and has been lodged with ASIC. Updates to the

Compliance Plan have been lodged with ASIC on 3 December 2007, 18 March 2016, 19 July 2018, 20 February 2019, 30 March 2021, 16 November 2021, 21 November 2023 and 15 May 2025.

The Compliance Plan deals with an extensive range of issues, from the formation and operation of the Fund to the frequency and manner in which the Fund's assets will be valued. The Compliance Plan also focuses on the systems in place to ensure competent management of the Fund. Systems for a wide variety of functions, including accounting, filing and office security, are also prescribed.

11.2 Interests of the Directors of the Responsible Entity

Other than as disclosed in the PDS, none of the Directors of the Responsible Entity has any interest (nor has had any interest in the two years before the issue of the PDS) in

the promotion of the Fund or in any transactions proposed to be entered into by the Fund. Except for remuneration or reimbursements that have been paid, accrued or will accrue to the Responsible Entity under the Constitution, no amount has been paid or agreed to be paid to the Responsible Entity for services rendered by it in connection with the promotion or formation of the Fund, or for other services rendered in accordance with the Constitution.

Equity-One Mortgage Fund Limited is, as at the date of this Part A PDS, a Member of the Fund as are D.D.K. Holdings Pty Ltd and Westlawn Finance Limited (two of the Responsible Entity's shareholders) and Westlawn Financial Services Limited (a related party of Westlawn Finance Limited).

The terms upon which each entity is a Member of the Fund are no different to the terms upon which Applicants may become Members of the Fund pursuant to the PDS.

Other than their ordinary remuneration and other entitlements as Directors, no Director of the Responsible Entity has been paid or agreed to be paid any amount in cash (or otherwise) to induce them to become or to qualify them as a Director, or for other services rendered in connection with the promotion and formation of the Fund, other than as disclosed in the PDS.

Mr Dean Koutsoumidis, Director of Equity-One Mortgage Fund Limited, is the sole shareholder in D.D.K. Holdings Pty Ltd, which is one of the shareholders in Equity-One Mortgage Fund Limited. D.D.K. Holdings Pty Ltd will benefit from any fees earned by the Responsible Entity.

11.3 Interests of the Parties Involved in the Offer

Except as set out below or elsewhere in the PDS, during the period of 2 years prior to the issue of the PDS:

- a. No expert, or any firm in which any such expert is a partner, has had any interest in:
 - i. The formation or promotion of the Fund;
 - ii. Any transactions entered into or proposed to be entered into in connection with the Fund's formation or its promotion or this Offer; and
 - iii. This Offer; and
- b. No amount or benefit, whether in cash, interests in the Fund or otherwise, has been paid or agreed to be

paid to any such expert, or firm in which any such expert is a partner, for services rendered by the expert or the firm in connection with the formation or promotion of the Fund or this Offer.

11.4 The Right to Redeem Cash Moneys and cooling-off rights

Under the Constitution, a Member may redeem their Cash Moneys provided that the Member gives 5 business days written notice to the Responsible Entity and the Member has not already completed, and submitted to the Responsible Entity, a Consent Form attached to a specific Part B PDS.

In addition, a statutory 14 day ‘cooling-off period’ applies during which time a retail Member may change their mind about their investment in the Fund and request the return of their investment monies. The cooling-off period runs for 14 days from the earlier of the time a Member’s Application is confirmed or the end of the fifth business day after the Member is issued its interest in the Fund. Cooling-off rights do not apply to wholesale investors.

In addition, once an investor completes an Application Form and becomes a Member of the Fund, their Cash Moneys will be held on trust for them by the Responsible Entity. Once the Responsible Entity has identified a Sub-scheme which suits the Member’s investment profile, the Responsible Entity will send an updated, specific Part B PDS detailing the specific Sub-scheme available to the Member for investment and the terms of such investment. In the Responsible Entity’s reasonable opinion, a Member may generally expect to receive a specific Part B PDS within approximately 1 month of the Member obtaining membership of the Fund.

If the Member does not sign and return the Consent Form attached to the specific Part B PDS to the Responsible Entity within 14 days of it being sent to the Member by the Responsible Entity (i.e. within 14 days of the date of the covering note with which the specific Part B PDS was sent to the Member), the Member’s Cash Moneys will be returned to the Member and that Member will be removed from the Register of Members unless the Member and the Responsible Entity have agreed that the Responsible Entity will retain the Member’s Application Moneys and will send a new updated and specific Part B PDS.

Also, if a Member’s Cash Moneys are not invested in a Sub-scheme within 3 months of being transferred to the

Fund’s interest bearing cash management account, they will be returned to the Member.

11.5 Reporting requirements and the right to obtain information

The Responsible Entity will notify, in writing, all Applicants in relation to their Application including a notification that an Applicant’s Application has been accepted (where applicable).

The Responsible Entity will report to all Members the details of their investments in a Sub-scheme (including Loan Amount, the term of the Loan, the applicable interest rate, and information in respect of the Security Property) upon their Cash Moneys being allocated to a particular Sub-scheme.

The Responsible Entity will send all Members a tax report at the end of each financial year detailing the income received from their investment over that financial year.

11.6 Significant Event and Continuous Disclosure

Where there is a material change to the Fund or a significant event affecting Members, the Responsible Entity will notify Members within three months of the change occurring, except where the change or event relates to an increase in fees or charges, of which Members will be notified at least 30 days before the change takes effect.

The Fund is currently a ‘disclosing entity’. Depending on the number of Members, the Fund may cease to be a ‘disclosing entity’. While the Fund is a disclosing entity, the Responsible Entity must meet regular reporting and continuous disclosure obligations under the Corporations Act in relation to the Fund. If this occurs, copies of documents lodged with ASIC may be obtained from, or inspected at, an ASIC office. As at the date of this PDS the Fund is a disclosing entity.

Under the Corporations Act, the Responsible Entity is obliged to notify Members that they are entitled to obtain from the Responsible Entity copies of:

- i. The annual financial report most recently lodged with ASIC by the Fund;
- ii. Any half-year financial report lodged with ASIC by the Fund after lodgement of that half-year financial report; and
- iii. Any continuous disclosure notices given by the Fund

after lodgement of that financial report referred to above.

It should be noted that at the date of this PDS, no reports or notices of the nature referred to in (iii) above have been lodged or given.

The Responsible Entity will comply with its continuous disclosure obligations in relation to the Fund by lodging continuous disclosure notices with ASIC as and when required.

11.7 Conflicts of Interest and Related Party Transactions

Potential conflicts may occasionally arise between the interests of Members, the Responsible Entity, and related parties of the Responsible Entity.

As the responsible entity of the Fund and the holder of an AFSL, the Responsible Entity has a responsibility to manage conflicts of interest and act in the best interests of Members. If there is a conflict between the Members' interests and its own interests (or interests of a related party), priority will be given to the Members' interests.

The Responsible Entity has in place appropriate conflicts and related party management procedures which monitor its conduct and identify, record, report and manage conflicts or potential conflicts.

All proposed related party transactions are reported to the Compliance Officer.

The Compliance Officer will record in the conflicts of interest register any actual or potential conflicts of interest. The conflict of interest register will contain:

- i. A description of the conflict;
- ii. Whether it is to be controlled or avoided; and
- iii. If there should be disclosure, how and to whom it has been disclosed.

When a conflict arises, an assessment of the conflict will be undertaken by the Compliance Officer and if appropriate referred to the Board. If the Managing Director of the Responsible Entity, or the Board, considers that a transaction is such that the conflict or potential conflict is best avoided in the interests of a Member(s), the Responsible Entity will not proceed with the transaction.

All such transactions are subject to approval by the Board.

Authorisation is only given if the transaction is considered in the best interest of the Member(s).

External legal advice may be obtained if best interest cannot be determined. All related party transactions are made on a commercial arm's length basis.

11.8 Legal Proceedings

The Responsible Entity is not, and has not been during the 12 months preceding the date of the PDS, involved in any legal or arbitration proceedings which could have a significant effect on the financial position of the Fund.

As far as the Directors of the Responsible Entity are aware, no such proceedings are threatened against the Fund or the Responsible Entity.

11.9 Privacy Statement

The Responsible Entity is committed to the Privacy Act 1988 (Cth) (Privacy Act). As a result, the Responsible Entity will apply the Australian Privacy Principles in respect of all information you provide in making an Application for investment in the Fund.

The purpose of this statement is to advise you that the Responsible Entity may collect, use and disclose various personal information about you, including but not limited to your name, job title, date of birth, address, email address and tax file number. Where possible, the Responsible Entity will collect your personal information directly from you, however on occasion the Responsible Entity may need to collect personal information about you from related entities, affiliated organisations or third parties.

The information the Responsible Entity obtains from you on the Application Form is used to evaluate your Application, as well as to issue and manage your investment.

In order to offer and provide you with the investment in the Fund, the Responsible Entity may disclose your personal information to:

- i. Related entities and affiliated organisations;
- ii. Service providers, who assist the Responsible Entity in operating its business;
- iii. Regulatory bodies such as ASIC, APRA, ATO and AUSTRAC in order to comply with legislative and regulatory obligations in the jurisdictions the Responsible Entity operates in; and

- iv. Authorised third parties where you have authorised the Responsible Entity to share information where we are legally required to do, including accountants, financial advisors, legal representatives or agents, from time to time.

The Responsible Entity is likely to disclose your personal information overseas to related entities, affiliated organisations and services providers located in Philippines, in order to offer and provide you with the investment in the Fund.

The Responsible Entity will retain the information you provide for record keeping purposes; however, once your personal information is no longer required, the Responsible Entity will either destroy it, or retain it in a way that is secure, restricted or does not identify that it relates to you.

You have a right to know the information the Responsible Entity holds which relates to you and to require the Responsible Entity to correct any errors in respect of that information. If the personal information you provide to the Responsible Entity is incomplete or inaccurate, the Responsible Entity may not be able to provide you with the investment in the Fund. It is up to you to update your personal information. In this regard, you can assist the Responsible Entity to keep your details up to date by advising the Responsible Entity of any information that is incorrect. You can call the Responsible Entity or write to it at the address listed in the Corporate Directory to obtain details about and update the information the Responsible Entity holds which relates to you.

As well as reporting to you about your investment in the Fund, the Responsible Entity may use your contact details to let you know about other investment opportunities. If you prefer not to receive these communications, please telephone or mail the Responsible Entity at the contact details referred to in the Corporate Directory. If the Responsible Entity is obliged to do so by law, it will pass your personal information to other parties strictly in accordance with the relevant legal requirements.

More detailed information about the way the Responsible Entity uses, discloses and secures your personal information, how you can access and correct that information, and how you can make a complaint about a breach of the Australian Privacy Principles can be found in the Responsible Entity's privacy policy, available by contacting the Responsible Entity at:

Address: The Privacy Officer
Equity-One™
Level 13, 256 Queen Street
Melbourne Victoria 3000

Email address: investments@equity-one.com

Telephone: 03 9602 3477

Website: <https://equity-one.com/privacy-policy/>

11.10 Money Laundering and Counter Terrorism Financing

The Federal Government has enacted laws in relation to money laundering and terrorism financing. The Responsible Entity is required to implement procedures to satisfy its obligations under this legislation. The Responsible Entity proposes to meet its obligations through agreement with the Australian financial services licensees through whom you may be introduced to the investment. You will be required to provide them with proof of your identity. If you are not introduced to the investment through an Australian financial services licensee, the Responsible Entity will need to collect this proof of identity directly from you before accepting your application. The Responsible Entity will let you know directly if this is required.

Information collected by the Responsible Entity may need to be disclosed to government or law enforcement agencies and independent contractors retained by the Responsible Entity to advise on, and implement procedures to satisfy, anti-money laundering obligations. The Responsible Entity will only disclose information about applicants where it reasonably considers that it is required to do so by the laws of Australia. Where we are required to disclose information to relevant authorities, we may not be able to tell you when this occurs.

Information obtained by the Responsible Entity will be maintained in a secure manner for the period of time required by the laws of Australia.

11.11 Labour standards and environmental, social and ethical considerations

The Responsible Entity does not take into account labour standards or environmental, social or ethical considerations in the selection, retention or realisation of investments relating to the Fund.

12. Complaints

If you, as a Member of the Fund, have a concern or complaint about any aspect of your investment in the Fund, please contact us at:

Complaints Manager
Equity-One Mortgage Fund Limited
Level 13, 256 Queen Street
Melbourne VIC 3000
Phone: (03) 9602 3477
Email: admin@equity-one.com

The Responsible Entity is a member of, and participate in, the Australian Financial Complaints Authority (AFCA), an independent complaints resolution organisation. If a Member feels their complaint has not been satisfactorily resolved the Member is entitled to make a complaint to AFCA at:

Website: <https://www.afca.org.au/make-a-complaint>
Email: info@afca.org.au
Telephone: 1800 931 678 (free call)

In writing to:

Australian Financial Complaints Authority,
GPO Box 3, Melbourne VIC 3001

13. Glossary

The following is a glossary of the terms used in the PDS:

AFCA: Australian Financial Complaints Authority.

AFSL: Australian Financial Services Licence.

Applicant: The person or entity who submits the Application Form accompanying this document to acquire an interest in the Fund.

Application: The process of submitting an Application Form.

Application Form: The form attached to this document, to be used by a person or entity seeking to become a Member of the Fund.

Application Moneys: The amount received by the Responsible Entity from the Applicant for the interest applied for in the Fund.

Approved Valuer: An independent valuer of not less than 5 years experience which has been appointed by the Responsible Entity from the Responsible Entity's approved panel of valuers to conduct a valuation of Security Property.

ASIC: The Australian Securities and Investment Commission, its successor or any regulatory body which performs its functions.

Borrower: Any person who applies to the Responsible Entity to borrow Member funds and is approved by the Responsible Entity and has Member funds advanced to them.

Capital Risk: The risk of a failure or delay by a Borrower to repay the principal advanced to the Borrower under the terms of the loan, on the agreed repayment date.

Cash Moneys: A Member's interest in the Fund represented in cash (which has not been invested in or allocated to a Sub-scheme) which is held in the Fund's interest-earning cash management account by the Responsible Entity on trust for the Member.

Complaints Officer: The person appointed by the Responsible Entity to oversee the Fund's complaints handling procedure with the duties and responsibilities prescribed by the Constitution.

Compliance Committee: The compliance committee of the Fund appointed in accordance with Part 5C.5 of the Corporations Act.

Compliance Plan: The compliance plan of the Fund that was lodged with ASIC on 11 July 2005 and amended 21 December 2015, 23 March 2016, 19 July 2018, 20 February 2019, 15 June 2020, 21 November 2023 and 15 May 2025.

Consent Form: The form attached to the Part B PDS which, when completed by a Member, indicates to the Responsible Entity that the Member consents to their Cash Moneys being allocated to the particular Sub-scheme to which the Consent Form relates and the Responsible Entity will then allocate those Cash Moneys.

Constitution: The constitution of the Fund dated 25 June 2005 and registered with ASIC on 25 June 2005 as amended 3 December 2007, 18 March 2016, 19 July 2018, 16 November 2021 and 20 May 2025.

Contributory Mortgage: A particular kind of Mortgage as defined in Section 6.4 of this PDS.

Corporations Act: The Corporations Act 2001 (Cth).

Direct Mortgage: A particular kind of Mortgage as defined in Section 6.4 of this PDS.

Director: A director of the Responsible Entity as defined in the Corporations Act.

First Ranking Mortgage: A mortgage secured over land or an interest in land which has priority over any other mortgage secured over the same land or the same interest in land.

Fund: The Equity-One Mortgage Fund ARSN 115 289 579.

Income Risk: The risk of a failure of a Borrower to pay interest on time or in full in accordance with the terms of the Loan.

Loan: The moneys loaned to the Borrower under the Sub-scheme.

Loan Application: The application by a potential Borrower to the Responsible Entity to borrow Member funds.

Loan to Valuation Ratio: A ratio expressed as a percentage by dividing the loan amount compared by the valuation of the Security Property in a Sub-scheme where the Responsible Entity has approved both the loan amount and valuation.

LVR: Loan to Valuation Ratio.

Maturity Date: In relation to a Mortgage under a Sub-scheme, the day on which scheduled principal and interest of the Mortgage falls due for repayment as determined by the terms of the Sub-scheme.

Member: Any person who holds an interest in the Fund or any Sub-scheme. Minimum Investment means \$10,000.

Mortgagee: The person or entity that holds the Mortgage over the Security Property as security for moneys advanced a Sub-scheme.

Mortgage or Mortgage Security: A mortgage secured

over land or an interest in land registered in the name of a Member or held on trust for the Member in any Sub-scheme in the Fund.

Nominee Mortgage: A particular kind of Mortgage as defined in Section 6.4 of this document.

Offer: The offer of interests in the Fund contemplated by the PDS.

Part A PDS: This document, forming one part of the complete PDS.

Part B PDS: The part of the Product Disclosure Statement which provides a Member with specific details of a Sub-scheme, including the terms of the Loan and the nature of the Security Property as well as the terms of any separate tiers of investment classes within a Sub-scheme.

PDS or Product Disclosure Statement: This Product Disclosure Statement and includes both the Part A PDS and the Part B PDS.

Register of Members: The register of Members of the Fund kept by the Responsible Entity pursuant to the Corporations Act and the Constitution.

Responsible Entity: Equity-One Mortgage Fund Limited ACN 106 720 941.

Second Ranking Mortgage: A mortgage secured over land or an interest in land which ranks second in priority to another mortgage secured over the same land or the same interest in land.

Security Property: Any property offered by a Borrower as security for an approved Sub-scheme in the Fund.

Sub-scheme: A Mortgage facility that has been approved by the Responsible Entity and for which a specific Part B PDS containing the details of the Sub-scheme has been issued to a Member or Members.

TFN: Tax File Number.

14. Investor Guide to Completing the Application Form

14.1 Investor Details

Applicants may be one or more individuals, a company, incorporated association, partnership or an unincorporated association.

Persons signing for:

Corporations and Incorporated Associations Acknowledge:

- You are the officers of that corporation or incorporated association;
- You have the authority to bind the corporation or incorporated association;
- The certificate of incorporation attached to the application is a true and correct copy; and
- Company Applicants may sign under seal, although a seal is not required.

Joint Investors

Agree to hold the interests as joint tenant and acknowledge that:

- Unless otherwise stated, both signatures are required for additional applications; and
- All liability shall be both joint and several.

Partnerships

- Acknowledge that you are a partner in the partnership and are investing on behalf of the partnership.
- Acknowledge that you have the authority to bind the partnership.
- Agree all liability shall be both joint and several.
- Trustees
- Acknowledge that investing in the Fund is an authorised investment of the trust.

Unincorporated Associations Acknowledge you:

- Have authority to bind the unincorporated association; and
- Invest for and on behalf of the unincorporated association.

14.2 Communication

All communications from the Responsible Entity will be sent to the address shown on the Application Form. For joint applicants, only one address is required. Please include telephone, e-mail and mobile telephone details.

14.3 Payment Details

1. Complete the payment details in the Application Form.

Your contribution will be held by Equity-One Mortgage Fund Limited in an applications account for you, or linked cash management account, until a suitable Sub-scheme is identified and approved by you for investment under the specific Part B PDS.

2. Payment may be made by cheque or by Electronic Funds

Transfer direct to the Fund's Applications Account. Application Moneys are payable to Equity-One Mortgage Fund for <name of investor> and, if paying by cheque, crossed "not negotiable".

14.4 Income Payments

Interest is debited from the Borrower's account on the first business day of each month. Once this payment has been processed by the Responsible Entity, it will be credited to the bank account you nominate in the Application Form. This should occur by the middle of each month. Your interest income from the Sub-scheme will be credited to the bank account you nominate in the Application Form or to the Fund's cash management account and be added to your Cash Moneys.

14.5 Signature Declarations

The Applicant must sign the Application Form personally. A person signing under a Power of Attorney must provide a certified copy of the original Power of Attorney with the Application Form. Joint Applicants must each sign the Application Form. An Application by a company may be under seal and must be executed in accordance with its constitution. A copy of its constitution need not be provided. The Application Form should also be dated.

15. Application Form

EQUITY-ONE™

MORTGAGE FUND LIMITED
ACN 106 720 941 AFSL No. 277318

This form accompanies the Product Disclosure Statement for the Equity-One Mortgage Fund ARSN

1. Investor Name

This is the name in which your investment is/ or will be recorded by the Responsible Entity Investor

Name

2. Initial Investment Method (minimum requirements apply)

\$	(Cash is not accepted)	Cheque attached to front	Bank Transfer: Commonwealth Bank Equity-One Mortgage Fund Limited BSB: 063 009 ACC: 1044 0165
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3. Preferred Investment Type

Only Direct Mortgage	Only Contributory Mortgage	Only Nominee Mortgage	All Types
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4. Preferred Term

Less than one year	One year	Two years	Three years
Four years	Five years	Any term up to five years	

5. Preferred Type of Security Property

Only Residential	Only Commercial or Industrial	Only Rural	All types
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6. Preferred Mortgage Rank

Only first ranking mortgage	Only second ranking mortgage	Both types
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7. Preferred Tier of Investment Class

Class A	Class B	Both classes
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8. Annual Accounts and Reports

Would you like to receive a paper copy of the fund annual report each year? If you do not cross a box, we will send you a paper copy. An electronic copy is available from www.equity-one.com

Yes	No
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9. Privacy Notice

Please cross the box if you do not wish to receive any marketing information from the Responsible Entity.

No marketing information

10. Investor Details (Type of Investor)

Company	Individual	Joint	Trust
Child under 18	Other - please specify		

11. Applicant A / Company Officer			
Title			
Mr	Mrs	Miss	Other (please specify)
First Name			
Middle Name			
Surname			
Date of Birth / /			
Home Phone Number			
Mobile Number			
Email address			
Tax file number or reason for exemption			

Specify each of your countries residence for tax purposes

Note: if you are a foreign resident for tax purposes we will contact you to collect additional information for FACTA and CRS purposes

Are you a Politically Exposed Person?

Please identify the source of your investable assets or wealth

Other - Please specify:

12. Applicant B / Company Officer			
Title			
Mr	Mrs	Miss	Other (please specify)
First Name			
Middle Name			
Surname			
Date of Birth / /			
Home Phone Number			
Mobile Number			
Email address			
Tax file number or reason for exemption			

Specify each of your countries residence for tax purposes

Note: if you are a foreign resident for tax purposes we will contact you to collect additional information for FACTA and CRS purposes

Are you a Politically Exposed Person?

Please identify the source of your investable assets or wealth

Other - Please specify:

13. Applicant C / Company Officer			
Title			
Mr	Mrs	Miss	Other (please specify)
First Name			
Middle Name			
Surname			
Date of Birth / /			
Home Phone Number			
Mobile Number			
Email address			
Tax file number or reason for exemption			

Specify each of your countries residence for tax purposes

Note: if you are a foreign resident for tax purposes we will contact you to collect additional information for FACTA and CRS purposes

Are you a Politically Exposed Person?

Please identify the source of your investable assets or wealth

Other - Please specify:

14. Applicant D / Company Officer			
Title			
Mr	Mrs	Miss	Other (please specify)
First Name			
Middle Name			
Surname			
Date of Birth / /			
Home Phone Number			
Mobile Number			
Email address			
Tax file number or reason for exemption			

Specify each of your countries residence for tax purposes

Note: if you are a foreign resident for tax purposes we will contact you to collect additional information for FACTA and CRS purposes

Are you a Politically Exposed Person?

Please identify the source of your investable assets or wealth

Other - Please specify:

15. Relationship Between Applicants

Joint

Tenants in
Common

Partnership

Trustee

Director

16. Company, Incorporated Association or Body

Name of company, incorporated association or body

Specify Company's country of residence for tax purposes

ABN/ACN if applicable

Note: if you are a foreign resident for tax purposes we will contact you to collect additional information for FACTA and CRS purposes

Tax file number or reason for exemption

Registered office address

Principal place of business address (if different from Registered Office)

Name of contact person

Phone Number

Director/secretary/office holder A

First Name

Surname

Director/secretary/office holder B

First Name

Surname

Provide details of ALL individuals who own 25% or more of the body corporate, directly or indirectly; and each person having the power to make decisions about the body's finances and operations. Please advise if further pages are required. We may require evidence to determine that the persons specified as individuals in this form are all those persons, and to identify those persons.

Individual A

Individual B

Title

Mr

Mrs

Miss

Other (please
specify)

Title

Mr

Mrs

Miss

Other (please
specify)

First Name

First Name

Middle Name

Middle Name

Surname

Surname

Date of Birth / /

Date of Birth / /

Street Number and Name (or PO Box)

Street Number and Name (or PO Box)

Suburb

State

Postcode

Country

Suburb

State

Postcode

Country

Specify each of Individual A's country of residence for tax purposes

Specify each of Individual B's country of residence for tax purposes

Note: if you are a foreign resident for tax purposes we will contact you to collect additional information for FACTA and CRS purposes

Note: if you are a foreign resident for tax purposes we will contact you to collect additional information for FACTA and CRS purposes

17. Trust or Other Entity

Name of superannuation fund, minor, deceased estate, business or unincorporated association. *Trustees must complete*

Tax file number or reason for exemption

Specify each of your countries residence for tax purposes

The trust is a passive NFE (Non Financial Entity)

Note: if you are a foreign resident for tax purposes we will contact you to collect additional information for FACTA and CRS purposes

For information about what is a passive NFE see ATO website. If you consider the trust is not a passive FTE please discuss with the Responsible Entity. If the trust is a passive NFE, provide details of ALL individuals who are a settlor of the trust, a trustee of the trust, a protector of the trust, a beneficiary or member of a class of beneficiaries of the trust and any other person exercising ultimate effective control over the trust. Please advise if further pages required for NFE or if provision of information for each beneficiary is impracticable, please contact us to discuss. We may require evidence to determine that the persons specified as individuals in this form are all those persons, and to identify those persons.

Provide details of ALL individuals who are beneficial owners of more than 25% of the interests in the trust.

Individual A

Individual B

Title

Title

Mr

Mrs

Miss

Other (please specify)

Mr

Mrs

Miss

Other (please specify)

First Name

First Name

Middle Name

Middle Name

Surname

Surname

Date of Birth / /

Date of Birth / /

Street Number and Name (or PO Box)

Street Number and Name (or PO Box)

Suburb State Postcode Country

Suburb State Postcode Country

Specify each of Individual A's country of residence for tax purposes

Specify each of Individual B's country of residence for tax purposes

Note: if you are a foreign resident for tax purposes we will contact you to collect additional information for FACTA and CRS purposes

Note: if you are a foreign resident for tax purposes we will contact you to collect additional information for FACTA and CRS purposes

18. Contact Details

Residential Address - Mandatory

We are required to have a residential address for your account.

This cannot be a PO Box

Street Number and Name

Suburb

State

Postcode

Country

Third Party Address

This address will receive correspondence in relation to your account via the online Member portal. This email address can be of a third party, such as your accountant or financial advisor. If this section is not completed you will be the only one with access to the Member portal.

Name of Third Party

Email Address of Third Party

Mobile Phone Number of Third Party

19. Payment - Electronic Banking

Where would you like your interest to be paid?

Name of financial institution

Branch name

BSB number

Account number

-

Account name

Would you like to nominate an additional account for capital repayments?

Yes - Please fill out your bank account details below

No

Name of financial institution

Branch name

BSB number

Account number

-

Account name

20. Account Operating Instructions

Please select the account operating instructions for your account

All of us to sign

Other - please specify

Joint accounts – if you do not cross a box we will assume “all/both to sign”

Company, Incorporated Association or Body – These accounts must be signed by two officers (e.g. two directors or a director and secretary), or as required by the constitution or rules of the company or body, or signed by one director for a sole company. If you do cross a box, all future written instructions must be executed in the same way as this application.

22. Declaration and Signature

Please read the Product Disclosure Statement before signing this form

This application accompanies the Equity-One Mortgage Fund Product Disclosure Statement dated 11 June 2025 which contains information about investing in the Equity-One Mortgage Fund and which should be read before applying to become a member of the Fund. The Product Disclosure Statement is issued by Equity-One Mortgage Fund Limited ABN 14 106 720 971 AFSL No.277318. I/We agree to be bound by the provisions of the constitution dated 25 June 2005 and registered with ASIC 25 July 2005 and as amended 3 December 2007, 18 March 2016, 19 July 2018, 16 November 2021 and 20 May 2025, which constitutes the Fund. I/We agree to be bound by the terms of this Product Disclosure Statement. I/We acknowledge that investments in the Fund are not deposits with or other liabilities of Equity-One Mortgage Fund Limited and are subject to investment risk, including possible delays in repayment and loss of income or principal invested. I/We further acknowledge that Equity-One Mortgage Fund Limited does not guarantee the performance of the Fund nor does it guarantee the repayment of capital from the Fund.

Authorisation of Applicant A or Company Officer

Signature

Date

DD

MM

YYYY

/

/

Name

If a company officer, you must specify your corporate title

Individual

Director

Sole Director

Secretary

Trustee

Other - please specify

Authorisation of Applicant B or Company Officer

Signature

Date

DD

MM

YYYY

/

/

Name

If a company officer, you must specify your corporate title

Individual

Director

Sole Director

Secretary

Trustee

Other - please specify

Authorisation of Applicant C or Company Officer

Signature

Date

DD

MM

YYYY

/

/

Name

If a company officer, you must specify your corporate title

Individual

Director

Sole Director

Secretary

Trustee

Other - please specify

Authorisation of Applicant D or Company Officer

Signature

Date

DD

MM

YYYY

/

/

Name

If a company officer, you must specify your corporate title

Individual

Director

Sole Director

Secretary

Trustee

Other - please specify

21. Power of Attorney

If signing under a Power of Attorney, you are verifying that at the time of signing you have not received notice of revocation of that Power. Please provide a certified copy of the Power of Attorney including appointed signature.

16. Investor Identification Program

To address money laundering and terrorism financing risks under the AML/CTF Act, verification of each new applicant's identity is a prerequisite to establishing an investment with the Fund.

If you are investing via a financial adviser, they will be required to obtain acceptable identity verification documents from you, prior to lodging your Application Form. To do this your financial adviser will need to sight the original or certified copies of your identity verification documents and retain a copy of these. Your financial adviser will then send us copies of your identity verification documents together with your Application Form. If the Application Form is signed under Power of Attorney, we will also require a certified copy of the Power of Attorney document and a specimen signature of the attorney.

If you have not provided identity verification documents to a financial adviser, you will be required to provide certified copies of your identity verification documents directly to the Responsible Entity.

Under relevant laws, we may be required to ask you for additional identity verification documentation and / or information about you or anyone acting on your behalf, either when we are processing your application or at some stage after we issue an interest in a Sub-scheme. We may pass any information we collect and hold about you or your investment to the relevant Government authority.

If you are an existing Member of the Fund and are making an additional investment using the same investor name, then you are not required to provide us with verification documents. However, the Responsible Entity may, at its discretion, request these documents from you in an effort to comply with the AML/CTF Act.

IDENTITY VERIFICATION DOCUMENTS

Whether you are investing via a financial adviser, or directly with the Responsible Entity, you will be required to provide valid identity verification documentation when you invest. The actual documentation required will depend on whether you are an individual investor or a non-individual investor such as a superannuation fund, a trust or a company. The specific documentation required is set out below.

If any documentation you provide is not in English, it must be accompanied by an original copy of an English translation prepared by an accredited translator.

If we do not receive all the required valid identity verification documents with your application form or we are unable to verify your identity at any time, we may not be able to commence your investment or may not process any future withdrawal requests until we receive the required documents. We will contact you as soon as possible if we require more information.

WHAT IS A CERTIFIED COPY?

A certified copy is a document that has been certified as a true and accurate copy of the original document by one of the following person listed below. The authorised person should also print their name and position and if possible affix an official stamp.

WHO CAN CERTIFY?

Identity verification documents may be certified as a true and correct copy of the original document by one of the following persons in Australia. Please ensure that each page of the relevant document(s) is certified.

The person certifying must state their capacity (from the list below) and state on each page that the document is a "true and correct copy of the original".

- Justice of the Peace;
- Police Officer;
- Officer with two or more continuous years of service with one or more financial institutions (for the purposes of the Statutory Declaration Regulations 1993)
- Finance company officer with two or more continuous years of service with one or more finance companies (for the purposes of the Statutory Declaration Regulations 1993);
- Officer with, or authorised representative of, a holder of an Australian financial services licence having two or more continuous years of service with one or more licensees;
- Member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants with two or more years of continuous membership, ie. an accountant;
- Judge of a Court;
- Magistrate;

- A person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described), ie. an Australian lawyer;
- Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public;
- Permanent employee of the Australian Postal Corporation with two or more years of continuous service
- who is employed in an office supplying postal services to the public;
- Chief executive officer of a Commonwealth Court;
- Australian Consular Officer or an Australian
- Diplomatic Officer (within the meaning of the Consular Fees Act 1955);
- Notary Public (for the purposes of the Statutory Declaration Regulations 1993).

IDENTITY DOCUMENTS REQUIRED

Type of Investor	Individual
Signature Required	The individual's
Verification Documents Required	<p>Primary Documents Certified copy of one of the following:</p> <ul style="list-style-type: none"> • Current driver's licence issued in Australia or overseas that contains a photograph; or • Current passport (a passport that has expired within the preceding two years is acceptable); or • Card issued under a State or Territory for the purpose of proving a person's age containing a photograph of the person; or • Foreign passport or similar travel document containing a photograph and the signature of the person*; or • Foreign driver's licence that contains a photograph of the person in whose name the document is issued *. • If you do not have one of the above forms of identification, please provide a certified copy of a Secondary document, as listed below: <p>Secondary Documents</p> <ul style="list-style-type: none"> • A birth certificate issued by an Australian State or Territory or a foreign government, the United Nations or an agency of the United Nations; or • An Australian citizenship certificate; or • A citizenship certificate issued by a foreign government; or • A Centrelink pension card or health card; or National identity card issued by a foreign government containing a photograph of the person in whose name the card was issued *; or • Citizenship certificate issued by a foreign government*; or • Birth certificate issued by a foreign government, the United Nations or United Nations agency *; or • A document issued by the Commonwealth or a State or Territory within the preceding 12 months that records the provision of financial benefits to the individual and which contains the individual's name and residential address; or

Verification Documents Required	<ul style="list-style-type: none"> • A document issued by the Australian Taxation Office within the preceding 12 months that records a debt payable by the individual to the Commonwealth (or by the Commonwealth to the individual), which contains the individual's name and residential address; or • A document issued by a local government body or utilities provider within the preceding three months which records the provision of services to that address or to that person (the document must contain the individual's name and residential address); or • If under the age of 18, a notice that — <ul style="list-style-type: none"> » Was issued to the customer by a school principal within the preceding three months » Contains the customer's name and residential address, and » Records the period of time that the customer attended at that school. <p>*Documents that are written in a language that is not English, must be accompanied by an English translation prepared by an accredited translator.</p>
Type of Investor	Joint Investors
Signature Required	All joint investors
Verification Documents Required	Each joint applicant must submit the documents for individuals set out above.
Type of Investor	Partnership
Signature Required	All partners
Verification Documents Required	<p>Certified copies of one of the following:</p> <ul style="list-style-type: none"> • A certified copy or certified extract of the original partnership agreement; A certified copy or certified extract of minutes of a partnership meeting; • An original current membership certificate (or equivalent, such as a letter of confirmation) of a professional association Membership details independently sourced from the relevant professional association • A search of the ASIC or other regulators database; • A notice issued by the ATO within the last 12 months e.g. Notice of Assessment; • An original or certified copy of certificate of registration of business name issued by a government or government agency in Australia; • An original or certified copy of the Partnership Agreement; • Individual partners must also submit the documents for individuals as set out above. • Corporate partners must also submit the relevant documents for corporations as set out below.

Type of Investor	Corporation
Signature Required	Two directors; or a director and company secretary; or if there is only one director, that director
Verification Documents Required	<p>Certified copies of one of the following:</p> <ul style="list-style-type: none"> • A company search conducted on ASIC's database; or • A certificate of company registration issued by ASIC. <p>For a proprietary company, please also provide the following:</p> <ul style="list-style-type: none"> • Full names of each director; and • Full names and addresses (not PO Box) of each beneficial owner holding 25% or more of the issued shares in the company. • Individual beneficiaries must also submit the documents for individuals as set out above.
Type of Investor	Trust
Signature Required	The Trustee's
Verification Documents Required	<p>Certified copies of one of the following:</p> <ul style="list-style-type: none"> • Trust Deed or extract of Trust Deed showing the name of the Trust and its beneficiaries; or • A Notice of Assessment issued by the Australian Taxation Office within the last 12 months for the Trust; or • A Certificate or registration from a Commonwealth regulator, showing the Trusts' registration number (if applicable); or • A search of a relevant database of a Commonwealth regulator, showing the Trust's registration number (if applicable). <p>If the Trust is not registered with a Commonwealth regulator, it will also be necessary to supply:</p> <ul style="list-style-type: none"> • The relevant identification documents for the corporate trustee or one of the individual trustees set out above (as applicable); • full names of each beneficiary of the Trust (if known); and • details of the class of beneficiaries (if each beneficiary is not known).

DECLARATIONS AND SIGNATURE

I / we hereby apply for registration in the Equity-One Mortgage Fund. I / We:

1. Declare that the details given in this form are true and correct;
2. Acknowledge and agree to be bound by the terms of the constitution dated 25 June 2005 and registered with ASIC on 25 July 2005, as amended on 3 December 2007, 18 March 2016, 31 July 2018, 16 November 2021 and 20 May 2025, which constitutes the Fund;
3. Acknowledge that we have received and read a copy of this Product Disclosure Statement and agree to its terms;
4. Authorise the Responsible Entity to deduct its management fee on a monthly basis from my distributions;
5. Acknowledge and agree that the Responsible Entity may accept or reject any application;
6. Have legal power to invest in accordance with this application;
7. Understand that if I / we fail to provide any information requested in this Application Form or do not agree to any of the possible exchanges or uses detailed above, my / our application may not be accepted by the Responsible Entity;
8. Acknowledge that any personal information I provide to the Responsible Entity will be collected and handled in accordance with the Responsible Entity's privacy policy, a copy of which can be found at <http://www.equity-one.com/privacy.htm> or posted / emailed to me upon request to the Responsible Entity. By signing this form I consent to my/ our personal information being collected and handled by the Responsible Entity in accordance with that policy.
9. Acknowledge and agree that the Responsible Entity may retain my TFN and other personal information on documentation that it is required to retain by law but will hold such personal information securely and restrict access to such personal information to the staff required to handle it;
10. Understand that the Responsible Entity is not liable

for any loss incurred by me/us as a result of an action by the Responsible Entity which either delays my/out Application being processed or results in an Application being rejected, when these actions are necessary for the Responsible Entity to comply with its obligations under the AML/CTF Act;

11. Acknowledge and agree that the Responsible Entity may require further information from me/us from time to time in order to meet its obligations under the AML/CTF Act 2006 and I/we agree to provide the Responsible Entity with whatever additional information is reasonably required for the Responsible Entity to meet its obligations under the AML/CTF Act;
12. Declare that I am not a 'politically exposed' person or organisation for the purpose of the AML/CTF Act.

Note: A Politically Exposed Person means an individual:

- a. Who holds a prominent public position or function in a government body or an international organisation, including:*
- b. Head of State or head of a country or government;*
- c. Government minister or equivalent senior politician; senior government official;*
- d. Judge of the High Court of Australia, the Federal Court of Australia or a Supreme Court of a State or Territory, or a Judge of a court of equivalent seniority in foreign country or international organisation;*
- e. Governor of a central bank or any other position that has comparable influence to the Governor of the Reserve Bank of Australia;*
- f. Senior foreign representative, ambassador, or high commissioner;*
- g. High-ranking member of the armed forces board chair, chief executive, or chief financial officer of, or any other position that has comparable influence in, any State enterprise or international organisation; and*
- h. who is an immediate family member of a person referred to in paragraph (a), including:*
 - i. a spouse; or*
 - ii. a de facto partner; or*
 - iii. a child and a child's spouse or de facto*

- partner; or*
- iv. *a parent; and*
- e. *who is a close associate of a person referred to in paragraph (d) which means any individual who is known (having regard to information that is public or readily available) to have:*
- joint beneficial ownership of a legal entity or legal arrangement with a person referred to in paragraph (a); or*
 - sole beneficial ownership of a legal entity or legal arrangement that is known to exist for the benefit of a person described in paragraph (a).*
13. Understand that investments in the Fund are not deposits with, or other liabilities with, the Responsible Entity, and are subject to investment risk, including possible delays in repayment or loss of income and principal invested;
14. Acknowledge that the Responsible Entity does not guarantee the performance of the Fund or the repayment of capital or any particular rate of return or any distribution; and
15. Understand that the Responsible Entity cannot provide me / us with advice and that if I / we require advice I / we should consult a licensed financial adviser.
16. Certify that the information concerning individuals in the application form covers all the individuals for which information is requested by the form and is true and correct for those individuals and acknowledge that I may be required to provide additional information to confirm this information and identify the individuals.
17. Certify that in respect of personal information provided about individuals in the application form, the individuals have authorised in writing the provision of the information and its use in accordance with the Responsible Entity's privacy policy and acknowledge that the Responsible Entity may require evidence to establish that authorisation.
-

17. Part B PDS PRODUCT DISCLOSURE STATEMENT – PART B (WITHOUT TIERED CLASSES)

This Part B PDS forms part of the Product Disclosure Statement dated 11 June 2025 and these documents must be read in conjunction with each other.

Date:	Date of Issue: XX / XX / XXXX
MORTGAGEE:	EQUITY-ONE MORTGAGE FUND LIMITED (ACN 106 720 941) and/or Direct Mortgagee of 13/256 Queen Street, Melbourne, Victoria 3000.
BORROWER:	BORROWER PTY LTD (ACN 999 999 999) of 1 Flinders Road, Melbourne, Victoria
PRINCIPAL SUM ADVANCED:	\$XXX,XXX.XX
YOUR CONTRIBUTION:	\$XX,XXX.XX
TERM:	12 months (Right to repay anytime)
ESTIMATED COMMENCEMENT DATE:	XX/XX/XXXX Note: The actual commencement date cannot be determined until after the Member has completed and returned the attached Consent Form).
GROSS INTEREST RATE:	XX % per annum (fixed rate).
LESS MANAGEMENT FEES:	XX % per annum (fixed rate).
LESS REFERRAL FEE/S:	XX % per annum (fixed rate).
NET INTEREST RATE:	XX % per annum (fixed rate).
GROSS DEFAULT RATE:	X % per annum (fixed rate) payable by the Borrower in the event of default, in addition to the Gross Interest Rate above.
LESS DEFAULT MANAGEMENT FEE:	2 % per annum (fixed rate) of the default rate payable by the Borrower in the event of default to be retained by the Responsible Entity.
NET DEFAULT RATE:	X % per annum (fixed rate), in addition to the Net Interest Rate above.
ADMINISTRATION COSTS The fees and costs for operating the Fund. They include administration and other fees charged by the Responsible Entity, distribution costs and other expenses incurred in operating the Fund.	Paid by the Fund to the Responsible Entity as incurred by the Responsible Entity. These costs are paid from the fees that are paid to the Fund by Borrowers to the Responsible Entity (e.g. loan establishment fees, insurance administration fees, etc.). See Section 9.4 and 9.5 of the PDS for further information.
INDIRECT COST RATIO The ICR is the total management costs (which does not include transaction and operational costs) that are not deducted directly from an investor's account during a financial year represented as a percentage of the average net asset value of the Fund.	XX.XX% (inclusive of GST and net of any reduced input tax credits). The ICR includes borrower fees retained by the Responsible Entity, but excludes certain transaction and operational costs or costs that would be incurred by someone investing directly in the underlying assets. Please see section 9.5 of the PDS for further information.

Product Disclosure Statement - Part B continued

HOW INTEREST IS CALCULATED:	Daily	
HOW INTEREST IS PAYABLE:	Monthly in advance	
DAYS FOR PAYMENT OF INTEREST:	The first business day of each calendar month.	
SECURITY:	A first / second registered Mortgage over the Security Property.	
SECURITY PROPERTY 1:	XXXX Title Particulars	
VALUATION: (copy attached)	Valued by	XXXX
	Valued as at	XX / XX / XXXX
	Valued at	\$XXX,XXX
SECURITY PROPERTY 2:	XXXX Title Particulars	
VALUATION: (copy attached)	Valued by	XXXX
	Valued as at	XX / XX / XXXX
	Valued at	\$XXX,XXX
SECURITY PROPERTY 3:	XXXX Title Particulars	
VALUATION: (copy attached)	Valued by	XXXX
	Valued as at	XX / XX / XXXX
	Valued at	\$XXX,XXX
SECURITY PROPERTY 4:	XXXX Title Particulars	
VALUATION: (copy attached)	Valued by	XXXX
	Valued as at	XX / XX / XXXX
	Valued at	\$XXX,XXX
LVR (if First Ranking Mortgage):	Not applicable	
LVR (if Second Ranking Mortgage):	\$100,000: First mortgage - XXXX Bank \$500,000: This advance \$600,000: TOTAL LVR IS 80% OF VALUATION	
INSURANCE DETAILS:	Insurance details will be confirmed to the Member after settlement as it cannot be ascertained by the time the Member accepts the Part B PDS	
SPECIAL PROVISIONS:	As set out in the Mortgage which may be inspected at the offices of the Responsible Entity (13/256 Queen Street, Melbourne, Victoria 3000)	
DECLARATION OF TRUST:	Equity-One Mortgage Fund Limited HEREBY DECLARES that it is in possession of the Mortgage referred to above and all other relative documents of title relating to the Security Property ON TRUST for the Member.	
BORROWER DUE DILIGENCE:	The information provided by the Borrower to the Responsible Entity, and the results of the independent credit checks conducted on the Borrower, are made available to Members of the Sub-scheme upon request. A request for this information may be made by a Member, free of charge, in writing to the Responsible Entity.	

Product Disclosure Statement - Part B continued

CONSENT FORM

EQUITY-ONE MORTGAGE FUND LIMITED (ACN 106
720 941)
AFS Licence Number 277318
LEVEL 13, 256 QUEEN
MELBOURNE VIC

DATE:	
BORROWER:	
MEMBERS NAME:	
YOUR CONTRIBUTION:	\$

	I/WE HEREBY consent to the Responsible Entity placing my/our Cash Moneys into the above Sub-Scheme Mortgage.
OR	
	I/WE HEREBY request the Responsible Entity to offer to invest my/our Cash Moneys into a different Sub-Scheme Mortgage, details of which the Responsible Entity will provide to me/us and to which I/we will need to give our consent.

Signature

Name

Date / /

Signature

Name

Date / /

Signature

Name

Date / /

Signature

Name

Date / /

THIS NOTICE MUST BE RETURNED TO THE RESPONSIBLE ENTITY WITHIN 14 DAYS OF THE DATE OF THIS CONSENT FORM. THE RESPONSIBLE ENTITY IS REQUIRED TO RETURN YOUR CASH MONEYS TO YOU IF THIS FORM IS NOT RETURNED TO THE RESPONSIBLE ENTITY WITHIN THE 14 DAY PERIOD IN THE ABSENCE OF ANY PRIOR ARRANGEMENT WITH THE RESPONSIBLE ENTITY.

Part B PDS PRODUCT DISCLOSURE STATEMENT – PART B (WITH TIERED CLASSES)

This Part B PDS forms part of the Product Disclosure Statement dated 11 June 2025 and these documents must be read in conjunction with each other.

Date:	Date of Issue: XX / XX / XXXX	
MORTGAGEE:	EQUITY-ONE MORTGAGE FUND LIMITED (ACN 106 720 941) and/or Direct Mortgagee of 13/256 Queen Street, Melbourne, Victoria 3000.	
BORROWER:	BORROWER PTY LTD (ACN 999 999 999) of 1 Flinders Road, Melbourne, Victoria	
PRINCIPAL SUM ADVANCED: (total of Class A and Class B)	\$XXX,XXX.XX	
YOUR CONTRIBUTION:	\$XX,XXX.XX	
TERM:	12 months (Right to repay anytime)	
ESTIMATED COMMENCEMENT DATE:	XX/XX/XXXX Note: The actual commencement date cannot be determined until after the Member has completed and returned the attached Consent Form).	
TIERS OF INVESTMENT CLASSES	Class A Class B	
GROSS INTEREST RATE: LESS MANAGEMENT FEES: LESS REFERRAL FEE/S: NET INTEREST RATE:	Class A	Class B
	XX % per annum (fixed rate).	XX % per annum (fixed rate).
	XX % per annum (fixed rate).	XX % per annum (fixed rate).
	XX % per annum (fixed rate).	XX % per annum (fixed rate).
GROSS DEFAULT RATE: LESS DEFAULT MANAGEMENT FEE: NET DEFAULT RATE:	Class A	Class B
	X % per annum (fixed rate) payable by the Borrower in the event of default, in addition to the Gross Interest Rate above.	X % per annum (fixed rate) payable by the Borrower in the event of default, in addition to the Gross Interest Rate above.
	2 % per annum (fixed rate) of the default rate payable by the Borrower in the event of default to be retained by the Responsible Entity	2 % per annum (fixed rate) of the default rate payable by the Borrower in the event of default to be retained by the Responsible Entity.
	X % per annum (fixed rate), in addition to the Net Interest Rate above.	X % per annum (fixed rate), in addition to the Net Interest Rate above.
PRIORITY OF INTEREST AND PRINCIPAL REPAYMENT	Class A	Class B
	<u>First priority over Class B holders in relation to any repayments of interest and principal.</u>	<u>Second priority (ie. ranked behind) Class A holders in relation to any repayments of interest and principal.</u>

Product Disclosure Statement - Part B continued

ADMINISTRATION COSTS The fees and costs for operating the Fund. They include administration and other fees charged by the Responsible Entity, distribution costs and other expenses incurred in operating the Fund.	Paid by the Fund to the Responsible Entity as incurred by the Responsible Entity. These costs are paid from the fees that are paid to the Fund by Borrowers to the Responsible Entity (e.g. loan establishment fees, insurance administration fees, etc.). See Section 9.4 and 9.5 of the PDS for further information.	
INDIRECT COST RATIO The ICR is the total management costs (which does not include transaction and operational costs) that are not deducted directly from an investor's account during a financial year represented as a percentage of the average net asset value of the Fund.	XX.XX% (inclusive of GST and net of any reduced input tax credits). The ICR includes borrower fees retained by the Responsible Entity, but excludes certain transaction and operational costs or costs that would be incurred by someone investing directly in the underlying assets. Please see section 9.5 of the PDS for further information.	
HOW INTEREST IS CALCULATED:	Daily	
HOW INTEREST IS PAYABLE:	Monthly in advance	
DAYS FOR PAYMENT OF INTEREST:	The first business day of each calendar month.	
SECURITY:	A first / second registered Mortgage over the Security Property.	
SECURITY PROPERTY 1:	XXXX Title Particulars	
VALUATION: (copy attached)	Valued by	XXXX
	Valued as at	XX / XX / XXXX
	Valued at	\$XXX,XXX
SECURITY PROPERTY 2:	XXXX Title Particulars	
VALUATION: (copy attached)	Valued by	XXXX
	Valued as at	XX / XX / XXXX
	Valued at	\$XXX,XXX
SECURITY PROPERTY 3:	XXXX Title Particulars	
VALUATION: (copy attached)	Valued by	XXXX
	Valued as at	XX / XX / XXXX
	Valued at	\$XXX,XXX
SECURITY PROPERTY 4:	XXXX Title Particulars	
VALUATION: (copy attached)	Valued by	XXXX
	Valued as at	XX / XX / XXXX
	Valued at	\$XXX,XXX

Product Disclosure Statement - Part B continued

LVR (if First Ranking Mortgage):	Class A	Class B
LVR (if Second Ranking Mortgage):	Class A	Class B
INSURANCE DETAILS:	Insurance details will be confirmed to the Member after settlement as it cannot be ascertained by the time the Member accepts the Part B PDS	
SPECIAL PROVISIONS:	Class A	Class B
DECLARATION OF TRUST:	Equity-One Mortgage Fund Limited HEREBY DECLARES that it is in possession of the Mortgage referred to above and all other relative documents of title relating to the Security Property ON TRUST for the Member.	
BORROWER DUE DILIGENCE:	The information provided by the Borrower to the Responsible Entity, and the results of the independent credit checks conducted on the Borrower, are made available to Members of the Sub-scheme upon request. A request for this information may be made by a Member, free of charge, in writing to the Responsible Entity.	

Product Disclosure Statement - Part B continued

CONSENT FORM

EQUITY-ONE MORTGAGE FUND LIMITED

(ACN 106 720 941)

AFS Licence Number 277318

LEVEL 13, 256 QUEEN

MELBOURNE VIC

DATE:	XX / XX / XXXX
BORROWER:	XXX
MEMBERS NAME:	XXX
YOUR CONTRIBUTION:	\$XX,XXX.XX
TIER	Class A Class B

	I/WE HEREBY consent to the Responsible Entity placing my/our Cash Moneys into the above Sub-Scheme Mortgage.
--	--

OR

	I/WE HEREBY request the Responsible Entity to offer to invest my/our Cash Moneys into a different Sub-Scheme Mortgage, details of which the Responsible Entity will provide to me/us and to which I/we will need to give our consent.
--	---

Signature _____

Name _____

Date / /

Signature _____

Name _____

Date / /

Signature _____

Name _____

Date / /

Signature _____

Name _____

Date / /

THIS NOTICE MUST BE RETURNED TO THE RESPONSIBLE ENTITY WITHIN 14 DAYS OF THE DATE OF THIS CONSENT FORM. THE RESPONSIBLE ENTITY IS REQUIRED TO RETURN YOUR CASH MONEYS TO YOU IF THIS FORM IS NOT RETURNED TO THE RESPONSIBLE ENTITY WITHIN THE 14 DAY PERIOD IN THE ABSENCE OF ANY PRIOR ARRANGEMENT WITH THE RESPONSIBLE ENTITY.

18. Corporate Directory

Responsible Entity

Equity-One Mortgage Fund Limited

ACN 106 720 941

AFSL No. 277318

Level 13, 256 Queen Street

Melbourne, Victoria 3000

Ph: (03) 9602 3477

Auditor

Pitcher Partners

Level 13, 664 Collins Street

Docklands, Victoria 3008

Ph: (03) 8610-5000

Fax: (03) 8610-5999

Pitcher Partners has given, and has not withdrawn, its consent to be named as Auditor of the Fund.

EQUITY-ONE™

RESPONSIBLE ENTITY
EQUITY-ONE MORTGAGE FUND

ACN 106 720 941

AFSL NO. 277318

LEVEL 13, QUEEN STREET
MELBOURNE, VICTORIA 3000

PH: (03) 9602 3477

www.equity-one.au

@equityoneau