Product Disclosure Statement - Part A
4 April 2018

Open Access Fund
ARSN 610 925 687

Responsible Entity

Open Corp Funds Management Ltd
ABN: 38 154 921 730
AFSL No. 417371
Important Notice

This document is a Part A Product Disclosure Statement (Part A PDS) dated 4 April 2018 and was prepared and issued by Open Corp Funds Management Ltd (ABN 38 154 921 730) (Responsible Entity) as responsible entity of the Open Access Fund (ARSN 610 925 687) (Fund).

This Part A PDS relates to the Offer of Cash Units in the Fund. Under the Fund’s Constitution, the Responsible Entity will from time to time create separate unit classes of Project Units where each class of Project Unit will pertain to a particular Project of the Fund. The Responsible Entity will offer Project Units for a particular Project under a Part B PDS containing information relating to that specific Project and the offer of Project Units in that Project. You should read the entirety of this Part A PDS prior to making an application for Cash Units under this Part A PDS. You should also read the entirety of both this Part A PDS and any applicable Part B PDS that is in-use and relates to a particular Project prior to you making an application for Project Units of that Project under that Part B PDS.

The investment considerations and risks that may affect your investment are contained in section 5. The Responsible Entity and its Directors, officers and associates do not guarantee the performance or success of the Fund, the payment of distributions or any particular rate of capital or income return and there is a risk that you could lose your capital investment.

The information in this Part A PDS contains general advice only and is not personal financial product advice. It has been prepared without taking account of your personal investment objectives, financial situation or particular investment needs. It does not amount to a recommendation either expressly or by implication that you invest in the Fund. Before making any investment decision on the basis of this Part A PDS, you should consider the appropriateness of the information, having regard to your personal investment objectives, financial situation and needs. We recommend that you seek advice from a financial advisor, accountant or other suitably qualified professional advisor, who can help you determine how best to achieve your financial goals and whether investing in the Fund is appropriate for you.

Copies of this Part A PDS can be accessed electronically at www.opencorp.com.au and we will provide a paper copy on request free of charge. The information in this Part A PDS is based on facts and opinions that are subject to change. If there is a material change that may adversely affect your decision to invest, we will issue a supplementary or new PDS. We may also provide updated information on our website at www.opencorp.com.au or upon request on our toll free number 1300 649 564. Upon request, we will also provide a paper copy of that updated information free of charge.

This Part A PDS does not constitute an Offer in any jurisdiction, or to any person, to whom it would be unlawful to make such an Offer. It is the responsibility of any Investor outside Australia to obtain any necessary approvals for being issued with Cash Units pursuant to this Part A PDS.

The Fund is a registered managed investment scheme and the Offer contained in this Part A PDS is not made pursuant to a disclosure document that is required to be lodged with ASIC. ASIC takes no responsibility for the content of this Part A PDS. The Responsible Entity will notify ASIC that this Part A PDS is in use in accordance with section 1015D of the Corporations Act.

No person is authorised to provide any information or make any representation in connection with the Offer or the Fund that is not contained in this Part A PDS. Any such information or representation is not authorised by the Responsible Entity and cannot be relied upon. None of the Directors make any representation or warranty express or implied, as to the accuracy, reliability or completeness of the information contained in this Part A PDS or subsequently provided to the recipient by any of the Directors including, without limitation, any financial information, the estimates and projections and any other financial information derived from them. Nothing contained in this Part A PDS is, or shall be relied upon as, a promise or representation, whether as to the past or the future.

The Responsible Entity reserves the right to reject in whole or part any Investor’s application, without giving reasons for rejection. The Responsible Entity will not compensate any applicant or prospective Investor for any costs or expenses incurred in reviewing, investigating or analysing any information in relation to the Fund.

This Part A PDS includes certain terms that are defined in the Glossary (section 10).

The images in this Part A PDS do not depict assets of the Fund or any Project, unless otherwise indicated.
Managing Director’s Letter

Dear Potential Investor,

We are pleased to offer you the opportunity to invest in the Open Access Fund (Fund).

The Fund is primarily designed to provide investors with:

- a low risk monthly income return, generated from cash and fixed interest investments, prior to investment in new developments; and
- priority access to future Open Corp property development investment opportunities.

The Fund will operate in the following ways:

### Cash Units

- investment in the Fund’s Cash Units can be made at any time under this Part A PDS which provides you with a monthly variable interest income investment return
- investors can redeem their Cash Units once per month
- investors can reinvest their distribution into additional Cash Units and can also apply all or part of Cash Unit investments towards an application for Project Units applicable to a Project
- there are no fees charged for the management of the Cash Units

### Project Units

- investment in individual residential property development projects (Project Units) can be made from time to time when we offer Projects to the public. There will be a new Part B PDS provided for each new Project
- investors in the Open Access Fund will have a priority access to any new property development Project available to retail investors
- investors can choose whether or not they wish to invest in a particular Project once they have considered the Part B PDS for the Project
- each Project is a separate investment operated by the Responsible Entity on a “stand-alone” basis, with its own associated risks and returns

This Part A PDS provides information about the Responsible Entity, Fund structure, fees, investment considerations and risks (specifically for the Cash Class, and generally in relation to Projects).

Each Project will be separately and specifically described in a Part B PDS issued by the Responsible Entity. The Part B PDS for each Project will include the details of the proposed property development, forecast returns, minimum investment amount, specific risks of the Project, any independent valuation report and proposed gearing and finance for the Project.

You can choose whether or not to participate in a Project after you have read the Part B PDS for the Project.

I encourage you to read in full this Part A PDS and the Part B PDS relevant to each Project to acquaint yourself with the Fund and its opportunities and risks. We also suggest that you seek advice from your professional financial adviser before you complete an Application Form for Cash Units or Project Units for any Project.

I recommend this Offer to you and welcome you becoming an Investor in the Fund.

Yours faithfully,

Matthew Lewison
Managing Director,
Open Corporation Funds Management Ltd
Table of Contents

Important Notice ........................................................................................................................................ 2
Managing Director’s Letter ....................................................................................................................... 3
Table of Contents ...................................................................................................................................... 4
1. Summary of the Fund and Offer ............................................................................................................... 5
2. ASICRG 46 Benchmarks & Disclosure Principles .................................................................................. 9
3. Structure of the Investment ..................................................................................................................... 12
4. About Open Corp .................................................................................................................................. 16
5. Risks ...................................................................................................................................................... 19
6. Fees & other costs ................................................................................................................................ 24
7. Taxation Considerations ....................................................................................................................... 28
8. General Information ............................................................................................................................... 30
9. Summary of Material Documents ......................................................................................................... 34
10. Glossary ................................................................................................................................................ 37
11. Directory .............................................................................................................................................. 38
12. Application Form .................................................................................................................................. 39
# Summary of the Fund and Offer

## 1.1 General

<table>
<thead>
<tr>
<th>Feature</th>
<th>Summary</th>
<th>Additional Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Class Offer</td>
<td>The Offer of Cash Units in the Cash Class of the Fund.</td>
<td>Part A PDS</td>
</tr>
<tr>
<td>Project Class Offer</td>
<td>The Offer of Project Units in respect of a particular Project of the Fund.</td>
<td>Part B PDS</td>
</tr>
<tr>
<td>Fund</td>
<td>The Open Access Fund is a unlisted unit trust and ASIC registered managed investment scheme (ABN 610 925 687).</td>
<td>Section 3, Part A PDS</td>
</tr>
<tr>
<td>Issuer &amp; Responsible Entity</td>
<td>Open Corp Funds Management Ltd (ABN 38 154 921 730, AFSL 417371) is the Responsible Entity of the Fund and issuer of the Cash Units and Project Units.</td>
<td>Section 4, Part A PDS</td>
</tr>
<tr>
<td>Minimum Investment</td>
<td>The minimum investment amount that you can subscribe for Cash Units under this Part A PDS is $10,000 with any additional investment made in multiples of $1,000. A Part B PDS for a Project will specify a minimum investment in respect of that Project. The Fund requires that you must retain a minimum of 100 Cash Units of $1.00 each in order to be eligible to invest into a Project.</td>
<td>Pages 14 and 34, Part A PDS Part B PDS</td>
</tr>
<tr>
<td>General Investment Authority</td>
<td>The Application Form includes (as a default position) the applicant Investor giving the Responsible Entity a general authority (General Authority) to redeem all or some of the Investor’s Cash Units (other than the 100 minimum Cash Units that must be retained) and applying the proceeds to an application for Project Units in a Project of the Fund, provided the Responsible Entity must give the Investor a 14 day period within which the Investor may cancel its Project application. An Investor can opt out of giving the General Authority by ticking the relevant box in the Application Form, in which case the Investor will still be offered the opportunity to invest into future Projects that the Investor selects.</td>
<td>Page 15 &amp; Section 7 of the Application Form, Part A PDS Part B PDS</td>
</tr>
<tr>
<td>Risks</td>
<td>No investment is without risk. The significant foreseeable risks of investing in Projects and the Fund generally, are set out in section 5. Risks particular to each Project are set out in the Part B PDS of the Project.</td>
<td>Section 5, Part A PDS Part B PDS</td>
</tr>
<tr>
<td>Costs of Investing</td>
<td>The fees and costs of investing in Cash Units are set out in this Part A PDS. The fees and costs of investing in a Project are set out in the Project’s Part B PDS.</td>
<td>Section 6, Part A PDS Part B PDS</td>
</tr>
<tr>
<td>Feature</td>
<td>Summary</td>
<td>Additional Information</td>
</tr>
<tr>
<td>------------------------------</td>
<td>-------------------------------------------------------------------------</td>
<td>---------------------------------</td>
</tr>
<tr>
<td>Related Party Transactions</td>
<td>At the date of this Part A PDS, there are no related party transactions relating to the Cash Units that are not disclosed in this Part A PDS. If a Project involves a transaction with a related party of the Responsible Entity, this will be disclosed in the Project Part B PDS.</td>
<td>Pages 11 and 15, Part A PDS Part B PDS</td>
</tr>
<tr>
<td>ASIC RG 46 Benchmarks &amp; Disclosure</td>
<td>Information relevant to the disclosure requirements of ASIC Regulatory Guide 46 (RG46) are summarised in this Part A PDS. Specific RG46 disclosure for a Project is contained in the Project’s Part B PDS.</td>
<td>Section 2, Part A PDS Part B PDS</td>
</tr>
<tr>
<td>Gearing</td>
<td>Gearing is the term used for borrowing with the intention to enhance investment returns. The Responsible Entity does not intend to have any gearing in relation to the Cash Units. If there is gearing in a Project, the reasons for this, the details of the finance facility, the gearing ratio, interest cover ratio and the date of maturity or the forecast date of maturity of each loan and the associated gearing risks will be set out in the Project’s Part B PDS. Any borrowings will be non-recourse to Unitholders meaning that the financier cannot make a claim against the Unitholders for any shortfall.</td>
<td>Page 9, Part A PDS Part B PDS</td>
</tr>
<tr>
<td>Valuation</td>
<td>Valuation of the Fund’s assets is carried out in accordance with the stated valuation policy described in this Part A PDS, and in relation to a Project, the Project’s Part B PDS.</td>
<td>Section 8.6, Part A PDS Part B PDS</td>
</tr>
<tr>
<td>Complaints</td>
<td>Details of our Complaints Policy are contained in this Part A PDS.</td>
<td>Section 8.3, Part A PDS</td>
</tr>
<tr>
<td>Financial Reporting</td>
<td>Financial reports are made available to Unitholders annually. Other information may also be made available on our website at <a href="http://www.opencorp.com.au">www.opencorp.com.au</a>.</td>
<td>Section 8.8, Part A PDS</td>
</tr>
</tbody>
</table>
1.2 Cash Class

<table>
<thead>
<tr>
<th>Feature</th>
<th>Summary</th>
<th>Additional Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Class</td>
<td>An open-ended class of the Fund available to all investors offering an actively managed, income style investment, investing in a range of Australian currency cash deposits and fixed income assets, with the objective of delivering low risk returns each month, avoiding exposure to equity markets.</td>
<td>Section 3, Part A PDS</td>
</tr>
<tr>
<td>Cash Units</td>
<td>Units in the Cash Class are issued at an issue price of $1.00 each.</td>
<td>Page 13, Part A PDS</td>
</tr>
<tr>
<td>Cash Class – Returns and Distributions</td>
<td>Distributions based on the income investment returns of the Cash Class will be paid to Cash Unitholders monthly in arrears.</td>
<td>Page 13 and 34, Part A PDS</td>
</tr>
<tr>
<td>Cash Unit and Cash Class – Risks</td>
<td>The key risks of investing in the Cash Class include interest rate risk and credit risk.</td>
<td>Section 5, Part A PDS</td>
</tr>
<tr>
<td>Cash Units – Withdrawal Rights</td>
<td>The Responsible Entity may in its discretion make Withdrawal Offers on a monthly basis allowing Cash Unitholders to withdraw and redeem their Cash Units subject to the Withdrawal Offer and conditions outlined in this Part A PDS. Investors may make a withdrawal of Cash Units and use the proceeds to apply for Project Units.</td>
<td>Pages 14 and 34, Part A PDS</td>
</tr>
<tr>
<td>Cash Units - Cooling Off Rights</td>
<td>There are cooling off rights in relation to the Cash Offer.</td>
<td>Section 8.15, Part A PDS</td>
</tr>
<tr>
<td>Cash Units - Tax</td>
<td>Generally Cash Unit distributions will be treated as fully franked dividends, with Unitholders being entitled to a franking credit. Unitholders pay tax in accordance with their applicable tax rate, less any applicable franking tax offset.</td>
<td>Section 7, Part A PDS</td>
</tr>
</tbody>
</table>
1.3 Project Class

<table>
<thead>
<tr>
<th>Feature</th>
<th>Summary</th>
<th>Additional Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project</td>
<td>A specific real property development investment opportunity to be undertaken by the Fund as a discrete &quot;stand alone&quot; Project. Investors will be offered the opportunity to invest in a Project by subscribing for Project Units relating to that Project as offered and described to investors in a Part B PDS for that Project.</td>
<td>Section 3, Part A PDS, Part B PDS</td>
</tr>
<tr>
<td>Project Units</td>
<td>The Responsible Entity will create a discrete class of Project Units specifically referable and relating to each specific Project. The first issue of Project Units for a particular Project Class will have an issue price of $1.00 each. Any subsequent issue of Project Units for that Project Class will be calculated in accordance with the Constitution and as set out in the Part B PDS. The value of Project Units for each Project Class may rise or fall throughout the course of the Project and depending upon the outcome of the Project. The terms of issue of Project Units for each Project are set out in the Part B PDS for that Project.</td>
<td>Page 14, Part A PDS, Part B PDS</td>
</tr>
<tr>
<td>Project Units – Returns and Distributions</td>
<td>Forecast financial returns on a Project will be outlined in the Project’s Part B PDS. Project Unitholders will receive newly issued Cash Units as an automatic reinvestment of their Project distributions, unless they elect in their Project application form to receive Project distributions in cash. Unless otherwise outlined in the Part B PDS, at the conclusion of a Project the Responsible Entity will wind up the Project and any remaining profits and capital from the Project will be paid to the Project Unitholders.</td>
<td>Page 15, Part A PDS, Part B PDS</td>
</tr>
<tr>
<td>Project Units – Risks</td>
<td>Every Project carries investment risk including the risk of no investment return or loss of capital. The risks particular to each Project are further described in the Part B PDS of the Project. The Fund is structured so that the investment return and risks of a Project are confined to that Project. Investors in one Project do not derive the investment return or assume the risks of another Project in which they are not invested. Each Project does not assume liability for any other Project in the Fund.</td>
<td>Section 5, Part A PDS, Part B PDS</td>
</tr>
<tr>
<td>Project Units – Withdrawal Rights</td>
<td>Unless otherwise specified in the relevant Project Part B PDS, a Project is regarded as illiquid and Project investors have no withdrawal rights and the Responsible Entity has no obligation to repurchase or redeem Project Units. Although Project Unitholders have the right to sell their Project Units to a third party, there is no organised secondary market on which the Project Units may be traded and any sale is subject to approval by the Responsible Entity. The Units will not be listed on any securities exchange.</td>
<td>Page 15, Part A PDS, Part B PDS</td>
</tr>
<tr>
<td>Project Units - Cooling Off Rights</td>
<td>There are no cooling off rights in relation to any Offer of Project Units. However, where the Responsible Entity has made an application in a Project for an Investor under the General Investment Authority, the Investor will be given the opportunity to cancel that application within a 14 day period of receiving notice of the application.</td>
<td>Page 15 and section 8.15, Part A PDS, Part B PDS</td>
</tr>
<tr>
<td>Project Units - Tax</td>
<td>Project Unit distributions are likely to be paid on a fully franked basis and Project Unitholders will receive distribution statements outlining the franking credits available to them in relation to the relevant Project.</td>
<td>Part B PDS</td>
</tr>
</tbody>
</table>
ASIC RG 46 Benchmarks & Disclosure Principles

The Australian Securities and Investment Commission (ASIC) has issued ASIC Regulatory Guide 46 “Unlisted property schemes— improving disclosure for retail investors” (RG46). RG 46 sets out six benchmarks and eight disclosure principles which, if followed, are intended to help investors understand, compare and assess risks and returns across investments in unlisted property schemes such as the Fund.

The anticipated gearing ratio, interest cover ratio and summary of any related party transactions for a particular Project of the Fund will be set out in the relevant Project’s Part B PDS.

Set out below is a table which lists each benchmark and disclosure principle and where the information addressing that principle is disclosed.

The information will be updated whenever there is a material change to the Fund not less than each half year. Updated information will be available on the Responsible Entity’s website at www.opencorp.com.au.

While RG46 disclosure may be relevant to the Fund as a whole, it is not relevant to the Cash Class or Cash Units as these do not concern unlisted property assets and there will be no gearing in the Cash Class.

<table>
<thead>
<tr>
<th>Benchmark/Disclosure Principle</th>
<th>Benchmark met?</th>
<th>Where disclosed</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Gearing</strong></td>
<td>ASIC Benchmark – “The responsible entity maintains and complies with a written policy that governs the level of gearing at an individual credit facility level.”</td>
<td></td>
</tr>
<tr>
<td></td>
<td>We meet this benchmark. A copy of the gearing policy may be found on our website.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>There will be no gearing in relation to the Cash Class.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Whilst each Project may have one or more borrowing facilities relating to the Project, borrowing facilities will be structured so that gearing on one Project has no recourse against any other Project.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Principle</strong>— It is important to understand how much debt will be used. A gearing ratio details the amount of each Project’s total assets that are funded by debt.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Loan funding and the anticipated gearing ratio for a Project will be detailed in the relevant Part B PDS. The Responsible Entity intends that the gearing ratio (calculated on the basis of total interest bearing liabilities/total assets) for each Project will not exceed 75%.</td>
<td></td>
</tr>
<tr>
<td><strong>Interest Cover</strong></td>
<td>ASIC Benchmark – “The responsible entity maintains and complies with a written policy that governs the level of interest cover at an individual credit facility level.”</td>
<td></td>
</tr>
<tr>
<td></td>
<td>We do not meet this benchmark because it is not relevant to the Fund. There will not be any interest expense in relation to the Cash Units. An interest cover ratio gives an indication of a Project’s ability to meet interest payments from regular earnings (for instance, from rental income). This ratio is not relevant for a Project as a Project will only generate revenue when stages are completed and lot settlements occur. The borrowing facilities are unlikely to contain an interest cover covenant.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Principle</strong>— We cannot calculate an interest cover ratio because a Project’s earnings will be dependent on completion of the relevant Project’s stages and sale of the completed developed asset. Typically the lender will allow interest to capitalise and be paid at settlement of the sale of the completed development.</td>
<td></td>
</tr>
</tbody>
</table>

Part B PDS
<table>
<thead>
<tr>
<th>Benchmark/Disclosure Principle</th>
<th>Benchmark met?</th>
<th>Where disclosed</th>
</tr>
</thead>
</table>
| Interest capitalisation (Benchmark only)             | **ASIC Benchmark** – “The interest expense of the scheme is not capitalised.”  
There will not be any interest expense in relation to the Cash Units. However, we do not meet this benchmark because as mentioned above, interest for a Project will capitalise until it can be paid on realisation of the completed Project. The capitalisation of interest is common in property development debt funding.  
Where the benchmark is not met, the risks associated with the capitalisation of interest and how the Responsible Entity intends to meet its repayment obligations for borrowings will be detailed in the relevant Project’s Part B PDS. | Part B PDS      |
| Scheme borrowings (Principle only)                   | **Principle** – “Investors should understand the risks associated with a Project’s debt facilities and borrowing maturity.”  
There will be no borrowing in respect of the Cash Class.  
The disclosure in the relevant Project’s Part B PDS helps Investors understand the significant risks associated with investing in that Project as a result of the Project’s borrowing and maturity dates of borrowings. Amounts owed to lenders and other creditors of a Project rank before an Investor’s interest in the Project. | Part B PDS      |
| Portfolio diversification (Principle only)           | **Principle** – “Investors should understand our approach to portfolio diversification.”  
It is not intended that the Fund will offer you a diversified property portfolio investment. The relevant Project’s Part B PDS provides further information on the Project’s investment characteristics and risk. Generally because each Project is operated on a discrete ‘stand alone’ basis, an Investor’s investment in one Project does not expose the Investor to the investment return or risk of any other Project in which the Investor has no interest. Each Project does not assume liability for any other Project in the Fund. If the Responsible Entity is able to offer multiple Projects concurrently, this provides an Investor the opportunity to diversify by investing in more than one Project. | Part B PDS      |
| Withdrawal rights (Principle only)                   | **Principle** – “Investors should understand whether they can withdraw their investment.”  
This disclosure in this Part A PDS and in the relevant Part B PDS helps Investors understand how and when Investors may be able to exit their investment in the Cash Class or a Project Class. Generally, you will have ongoing withdrawal rights on a monthly basis in relation to the Cash Class, but no withdrawal rights in respect of a Project Class. | Page 14 & 15,  
Part A PDS       |
| Net tangible assets (Principle only)                 | **Principle** – “The value of your investment is determined by reference to the net tangible assets (that is, the physical assets that have been acquired and are being developed with your equity).”  
Because the value of a Project’s property asset is expected to fluctuate during the life of the Project, we cannot provide a meaningful forecast of the Project’s net tangible assets until completion of the Project Offer and acquisition of the Project asset. We will not be calculating Unit prices for a class of Project Unit as we do not intend to issue or redeem Project Units after the Project Offer closes. We will however where possible disclose the net tangible asset position of each Project on a per Project basis in RG 46 disclosures relating to the Project. | Part B PDS      |
<table>
<thead>
<tr>
<th>Benchmark/ Disclosure Principle</th>
<th>Benchmark met?</th>
<th>Where disclosed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Related party transactions</td>
<td><strong>ASIC Benchmark</strong> – “The responsible entity maintains and complies with a written policy on related party transactions, including the assessment and approval processes for such transactions and arrangements to manage conflicts of interest.” We meet this benchmark. Details on our related party policy are provided in this Part A PDS. <strong>Principle</strong> – Investors need to understand the way in which we will deal with related parties so as to manage conflicts of interest. Where we appoint companies within the Open Corp Group to provide services to the Fund, these arrangements will be on arms’ length terms. Any services provided on behalf of the Responsible Entity will be funded from the Responsible Entity’s own resources or fees that the Responsible Entity would otherwise be entitled to. There will not be additional costs to the Fund.</td>
<td>Page 15, Part A PDS, Part B PDS</td>
</tr>
<tr>
<td>Distribution practices</td>
<td><strong>ASIC Benchmark</strong> – “The scheme will only pay distributions from its cash from operations (excluding borrowings) available for distribution.” We meet this benchmark in relation to Cash Units but do not necessarily meet this benchmark in relation to Project Units. In relation to a Project, we will use cash from any sale of the Project’s developed asset (that is, cash from operations) to pay down debt, make distributions of capital and profits to Investors and/or apply the cash towards the development of subsequent stages of the Project where this has been disclosed in the Project’s Part B PDS. Multi-stage development projects are dynamic in nature and the value of the asset and level of borrowings vary constantly as a result of the improvement works and revenue resulting from sales. Nevertheless, Project capital will only be returned following the sale of the Project’s developed asset and in proportion with the capital allocated to that asset. Distributions may therefore include a capital return, development profit or a combination of both. <strong>Principle</strong> – “Information on intended distribution practices helps investors assess matters such as the sources and reliability of distributions.” We intend to distribute fully franked distributions to Investors when profits and funds are available subject to relevant taxation provisions, the availability of franking credits and working capital requirements. An interim distribution of funds for a Project may be comprised of either capital or profits or both, following the sale of a developed stage or part of the Project provided that funds are not needed for debt reduction, payment to third parties, or to fund later stages.</td>
<td>Page 13-15, Part A PDS, Part B PDS</td>
</tr>
<tr>
<td>Valuation policy (Benchmark only)</td>
<td><strong>ASIC Benchmark</strong> – “The responsible entity maintains and complies with a written valuation policy.” We meet this benchmark. In summary it is our policy to have the investments attributable to the Cash Units valued by us on a monthly basis. Each Project’s real property assets are independently valued once every two years. Further details on our valuation policy are provided in this Part A PDS and the relevant Project’s Part B PDS.</td>
<td>Part B PDS</td>
</tr>
</tbody>
</table>
Structure of the Investment

The structure of the Fund is shown in the diagram below:

- **All Investors** (Part A PDS)
- **Project 1 Investors** (Part B PDS)
- **Project 2 Investors** (Part B PDS)

**Open Access Fund**

- **Cash Units**
- **Project 1 Units**
- **Project 2 Units**

**Custodian**

Holds all Fund Assets

**Open Corp Funds Management Ltd (OCFML) (Responsible Entity)**

100% shareholding & common directors in each special purpose trustee (SPT)

**Cash & fixed interest investments**

- **Project 1 Unit Trust SPT 1**
- **Project 2 Unit Trust SPT 2**

- **SPTs**
- **Unit Trusts**
- **Cash & Assets**
The Fund is an unlisted unit trust that is also a managed investment scheme registered with ASIC. The primary objective of the Fund’s structure is to allow prospective investors the opportunity to consider investing in a specific and discrete real property development project (Project) that is offered by the Responsible Entity under a Project Part B PDS. Depending on the Responsible Entity’s ability and timing to source suitable real property development assets, the Responsible Entity may have one or more Projects open to investors concurrently or sequentially. However, investors can pick and choose into which Projects they invest and investing in one Project does not create any obligation to invest in any other Project.

Another feature of the Fund’s structure is that each Project is operated by the Responsible Entity on a “stand-alone” basis in relation to the Project’s activity, investment performance, and risks. The investment return and risks of a Project are confined to that Project and Investors in one Project do not derive the investment return or assume the risks of another Project in which they are not invested. This feature distinguishes the Fund from a typical “open-ended diversified property fund” in which such a fund has multiple assets and investors are exposed to all of those assets.

A further feature of the Fund is the Cash Class. The Cash Class offers investors the opportunity to invest into an actively managed, defensive investment strategy investing in a range of Australian currency cash deposits, bonds and fixed income assets and managed funds paying monthly income distributions. When the Responsible Entity is able to offer Project Units under a Part B PDS, investors who already hold Cash Units and wish to subscribe for Project Units, can conveniently redeem all or some of their Cash Units and apply the proceeds towards their Part B PDS application for Project Units in the Project. If the Responsible Entity has been given a General Investment Authority this process will happen automatically, but Investors will always still be given a 14 day period to decide if the investor wishes to cancel the Project application.

Investors holding Project Units will receive newly issued Cash Units as an automatic reinvestment of their Project distributions (unless they elect in their Project application form to receive Project distributions in cash). Investors may retain all or some of their Cash Units in the Cash Class until they use those Cash Units towards an application for Project Units in another Project or may at any time choose to redeem all or some of their Cash Units for cash.

Open Corp. Funds Management Ltd is the Responsible Entity of the Fund and is the issuer of the Cash Units under this Part A PDS and Project Units under a Project Part B PDS. The operation of the Fund and our duties and obligations as the Responsible Entity are primarily governed by the Fund’s Constitution and Compliance Plan, and the Corporations Act.

An independent Custodian has been appointed to hold the legal title to the Fund’s assets as a safeguard measure for Unitholders. Sandhurst Trustees Limited will be the Custodian of the assets attributable to the Cash Class and each Project Class.

The Responsible Entity may, but is not obliged to, conduct and operate a Project through an interposed unit trust that is controlled by the Responsible Entity on behalf of the Project Unitholders of that Project. If such an interposed unit trust (called a Controlled Sub-trust) is used, the real property asset of the Project may be held by the Controlled Sub-trust. The Custodian will hold the legal title to the real property assets, where appropriate, as well as the issued units in the Controlled Sub-trust for the benefit of the Project Unitholders.

The Controlled Sub-trust will have its own special purpose trustee company (SPT) which is controlled by the Responsible Entity. The SPT will only act as the trustee of the Controlled Sub-trust and not in any other capacity and will not receive any fees for its services. If a Project uses a Controlled Sub-trust it will be further described in the Project’s Part B PDS.

The use of a Controlled Sub-trust is intended to provide a suitable asset protection position regarding potential claims by or liability to a financier or third party against the Controlled Sub-trust. However, the use of a Controlled Sub-trust is not expected to involve Project Unitholders assuming any greater or lesser risks than would exist if the Responsible Entity undertook the Project without using the Controlled Sub-trust. In either situation, the maximum extent of risk or exposure for the Project Unitholders is the loss of their invested capital.

The Responsible Entity has sought and obtained ASIC relief in order to operate the Fund in the above manner. A copy of the Relief Instrument is available upon request to the Responsible Entity.

The Open Corp Group, including the Responsible Entity in its personal capacity, may decide to invest in the Fund, and if so, will do so on the same basis as other Fund investors.

If a Project involves debt funding by a third party financier, a Controlled Sub-trust will be used, and the finance facility will provide for the borrower to be the Controlled Sub-trust and the financier’s security will likely be a registered first ranking mortgage over the underlying real property asset. The financier’s security may also include a general security agreement given by the Controlled Sub-trust over the assets of the Controlled Sub-trust. In the event of the Project’s failure or collapse or default of the Open Corp Group, the Project financier’s recourse in respect of the Project will be limited to the assets of the Project and to the SPT of the Controlled Sub-trust. The Project financier will not have recourse to the Project Unitholders, or to the assets attributable to any other Project, or to the Project Unitholders of any other Project or to the Cash Class or the Fund itself.

Certain Projects may involve investment via a wholesale unregistered managed investment scheme (Wholesale Fund) i.e. a “fund of funds” scenario. Accordingly, the Project will not directly own the underlying investment asset. Instead, it will typically acquire and hold units in that Wholesale Fund giving the Project a proportional beneficiary interest in the investment asset alongside the other unitholders in the Wholesale Fund.

Cash Units in the Cash Class

Upon our acceptance of your Application and application money under this Part A PDS, you will be issued Cash Units in the Cash Class at $1.00 per Cash Unit. Your Cash Units entitle you to a pro-rata distribution of the net income of the Cash Class.

You may apply for Cash Units by completing the Application Form at the back of this Part A PDS and sending it to us. We reserve the right to reject your application in whole or in part without giving a reason for doing so.
In this instance, we will return the application money to you within 21 days of issuing the notice of rejection. When an application is accepted, the number of Cash Units issued will equal the amount of the accepted application, divided by the application issue price of $1.00 per Cash Unit.

The minimum investment amount that you can subscribe for Cash Units under this Part A PDS is $10,000 with any additional investment made in multiples of $1,000.

Thereafter, you must retain a minimum of 100 Cash Units in order to be eligible to remain a registered Unitholder of the Fund. The holding of Cash Units effectively provides a “right” for all Unitholders to participate in a Project. No Project Units will be issued to a Unitholder without that Unitholder having and maintaining at least 100 Cash Units.

Where the vote of Unitholders of the Fund is required for a matter relating to the Fund as a whole, each Unitholder will be entitled to one vote for each Unit that the Unitholder holds. Examples of such matters include amending the Constitution and replacing the Responsible Entity. To the extent that the Responsible Entity and its associates, including the Open Corp Group, are interested in any resolution or matter they will not be entitled to vote their interest on a resolution at a meeting of Unitholders of the Fund, or particular class of Units other than in their capacity as a Unitholder of the Fund or class of Units.

Project Units in a Project Class

Project Units relate to a Project comprising a discrete “stand alone” real property project. Each Project will be described in its own separate Part B PDS including details of the property investment, minimum investment amount and the risks and benefits and other relevant information for investors in that Project. The Part B PDS will also contain an application form for Project Units in that Project.

Project Units entitle Project Unitholders to a proportionate share of the profits and remaining capital from a Project after creditors and liabilities of the Project have been satisfied.

The Fund is structured so that the investment return and risks of a Project are confined to that Project. Project Unitholders in one Project do not derive the investment return or assume the risks of another Project in which they are not invested.

For example, if you hold Project Units in one Project (Project 1) but not another project of the Fund (Project 2) you will only have the right to vote and receive an investment return in relation to your Project Units in Project 1. You will not have any interests or rights in relation to Project 2.

Investment Strategy of Cash Class

The Cash Class comprises an open-ended class of the Fund open to all investors offering an actively managed, income style investment investing in a range of Australian currency cash deposits, bonds and fixed income assets, and managed funds with the objective of delivering low risk returns each month, avoiding exposure to equity markets.

The Responsible Entity will be the investment manager of the Cash Class. The Responsible Entity will be responsible for providing various middle and back office functions for the Fund, however, it may elect, in the future, to engage the services of a third party fund administrator to provide various these functions.

Sandhurst Trustees Limited will act as Custodian and hold legal title to the Cash Class investments.

Cash Unit Pricing

The application price for Cash Units is set at $1.00 per Cash Unit and the withdrawal price for Cash Units (Withdrawal Price) will be calculated monthly subject to the withdrawal mechanisms and formula summarised below.

\[
\text{Withdrawal Price} = \left( \frac{\text{Net Asset Value}}{\text{Transaction Costs}} \right) 
\]

Total number of whole Cash Units on issue

where:

- Net Asset Value is represented by the assets of the Cash Class attributed to the Cash Units (which includes all investments at valuation and financial assets such as distribution income receivable from all investments) less liabilities of the Cash Class, which may include: accrued costs, charges and expenses, contingent liabilities, provisions and unpaid distributions as determined by us from time to time.
- The Responsible Entity will not seek to recover the Transaction Costs.

In determining the Unit price for Cash Units, investment income is accounted for on an accrual basis where there is a reasonable level of certainty as to the level of distribution from the investments.

The Withdrawal Price for a valid withdrawal request for Cash Units received before the closing date for acceptance of any Withdrawal Offer, will be processed at the Withdrawal Price as outlined above. We will publish the unit price of Cash Units on our website on a periodic basis.

Withdrawal Offers for Cash Units

We will make generally monthly withdrawal offers in respect of Cash Units, so that holders of Cash Units can withdraw under those offers, subject only to the requirement that a Unitholder who has a current interest in a Project, must retain at least 100 Cash Units. Unless otherwise determined by the Responsible Entity, investors in Cash Units can make their withdrawal request at any time between the 1st and 22nd day of each month, and the request will generally be processed (together with a valuation of the Cash Class) on the last business day of each month and paid within 3 business days after processing.

The assets of the Cash Class attributable to the Cash Units will be liquid, and will be able to converted to money to satisfy withdrawal requests made in response to each current withdrawal offer for Cash Units.

The assets of a Project will not be taken into consideration by us in deciding whether to make a withdrawal offer for the Cash Class and will not be used to satisfy any withdrawal requests in relation to Cash Units.

No Withdrawal Rights for Project Units

We do not intend to make Withdrawal Offers in respect of a Project. Project Unitholders are able to transfer their Project Units, subject to our approval, but are not entitled to require that we redeem or repurchase their Project Units.
General Investment Authority

By completing an Application Form each Investor agrees and gives the Responsible Entity a general authority (General Authority) to redeem all or some of the Investor’s Cash Units (other than the 100 minimum Cash Units that must be retained) and to apply the proceeds to an application for Project Units in a Project of the Fund, provided the Responsible Entity gives the Investor a 14 day period (Cancellation Period) within which the Investor may cancel that application.

The Responsible Entity will, as soon as practicable after making an application under the General Authority on behalf of the Investor, provide written notice to the Investor containing:

- details of the redemption of Cash Units made, and the proceeds applied as application money for the Project application made on behalf of the Investor;
- a copy of the Part B PDS for the Project in which the application has been made; and
- notification that the Investor may elect to cancel the Project application by giving written notice which must be received by the Responsible Entity at any time prior to 5.00pm on the 14th day following the date of the Responsible Entity’s notice.

If the Responsible Entity receives a cancellation notice from an Investor during the Cancellation Period, the Responsible Entity will cancel the Investor’s application and reapply and treat the application money so as to restore the Investor’s Cash Units which had been redeemed as if the redemption and application under the General Authority had not occurred.

The Responsible Entity will not issue Project Units in respect of an application made under the General Authority prior to the expiry of the Cancellation Period.

Specific Authority

An Investor may select not to give a General Authority to the Responsible Entity by ticking the relevant “opt-out” box in the Application Form, in which case the Investor will still be offered the opportunity to apply for and invest into future Projects that the Investor selects.

If an Investor has not given a General Authority to the Responsible Entity or has revoked their General Authority and decides to invest into a Project, the Investor must complete the application form in or accompanying the Part B PDS for that Project in accordance with the instructions in that Part B PDS. The application form will include a “Specific Authority” to redeem your Cash Units and apply the proceeds to Project Units offered under that Part B PDS. No cooling off period applies in this case.

Furthermore, the Specific Authority allows an Investor to nominate that at the completion of the Project capital and cash distributions be paid directly to the Investor instead of being automatically reinvested in Cash Units of the Fund.

An Investor’s application for Project Units must be able to be satisfied by the redemption of Cash Units held by the Investor at the time of application (allowing for the requirement to maintain a minimum holding of 100 Cash Units).

Distribution Reinvestment Plan

The Fund will operate a distribution reinvestment plan (DRP), whereby holders of Cash Units and Project Units can request to have all or part of their income reinvested in the Fund and will be issued further Cash Units. New Cash Units issued under the DRP will be issued at $1.00 on the relevant distribution payment date.

Unitholders may join, withdraw or change their level of participation in the DRP by written notice to us. We may withdraw this facility at any time or vary the terms of the DRP if the details of the DRP change, including the withdrawal of this facility, we will notify Unitholders of those changes within 30 days.

Distributions for Project Units

When a Project is concluded (as described in the relevant Project’s Part B PDS), we will commence the winding up and termination of the Project in accordance with the Constitution. This will typically involve converting the Project’s assets into money, paying any liabilities and then proportionately distributing any profit and remaining capital to Project Unitholders in consideration for the redemption of their Project Units. When your Project Units are redeemed, you will receive a cash distribution in proportion to your holding of Project Units in the Project in the form of newly issued Cash Units (unless you opt out of the Cash Unit reinvestment in which case you will receive your Project distribution in cash).

Financial Accounts

Investors will be able to download the annual financial reports of the Fund from our website in October of each year. Taxation distributions statements will be posted to all Unitholders by 30 September of each year.

Unit Holding Statements and Unit Register

Investors will be issued a holding statement which will state the class and number of Units in the Fund, held by the Investor. We will hold a register of all Units in the Fund.

Responsible Entity Indemnity and Unitholder’s Limitation of Liability

The Constitution gives the Responsible Entity a right of indemnification from the assets of the Fund for liabilities incurred by the Responsible Entity on behalf of the Fund. However, neither the Responsible Entity nor third parties may recover directly against Unitholders.

Generally because each Project is operated on a discrete ‘stand-alone’ basis, an Investor’s investment in one Project does not expose the Investor to the investment return or risk of any other Project in which the Investor has no interest. Each Project does not assume liability for any other Project in the Fund.

Open Corp Group’s Interest in Cash Units - Related Party Transaction Disclosure

As at the date of this Part A PDS, none of the Responsible Entity or its associates or directors hold any Cash Units in the Fund. This may change, in which case information relating to their Unitholdings will be disclosed each year in the Fund’s financial statements and in periodic statements provided to Unitholders.
4

About OpenCorp

4.1 The Responsible Entity

We are a fund manager that specialises in the development and syndication of residential, office and industrial projects throughout Australia. Through our property funds and joint ventures we endeavour to provide institutional investors, high net worth clients, self-managed super fund (SMSF) trustees and individuals with the opportunity to invest in the Australian property market. We are the holder of AFS license No. 417371.

We have extensive experience in the property development industry and are confident in the long-term prospects of Australia’s residential, office and industrial property markets.

We believe that the property market, and the economy in a broader sense, is underpinned by healthy population growth, international and domestic demand for our country’s resources and property assets, as well as effective fiscal and monetary governance.

We seek to create opportunities for property investors through a cautious selection of sites, due diligence, including the use of specialist consultants and the careful structuring of contracts and capital – all key elements in maximising the return on investment for our clients, for what we consider is a reasonable level of risk. We do this through significant risk management strategies to mitigate and/or manage the associated risk.

4.2 Acquisition Strategy

We strive to achieve long-term success by having the right strategy in place to locate and assess investment opportunities. Before making any decision to invest, our acquisition committee utilises a combination of field assessments and significant in-house project financial feasibility modelling.

Succeeding this, the risk-rated return projections must meet a set of prescribed criteria on all opportunities prior to presentation to our Directors.

We have developed a strategic ‘playbook’ for negotiating, financing and developing land for residential, office and industrial purposes. This ‘playbook’ has been built around the experience of the Directors and is based on the premise that the underlying structure of the investment must be consistent with our goal of maximising returns and minimising risk for investors.

In conjunction with consultants, we conduct extensive financial modelling when selecting assets. Additionally, we allocate time and financial resources in order to conduct in-depth feasibility and due diligence before going forward with the purchase of any property.

Our primary focus is to acquire ‘off market’ opportunities – those which we are able to access through our networks and contacts across Australia and which are generally, in our opinion, most attractive as investment opportunities.

Our secondary focus is ‘out of cycle’ (bottom of the market) properties and emerging markets. That’s not to say we will not consider opportunities that fall beyond these categories but over time, we believe they will prove to be the most appealing investments for investors.

Our management and project delivery teams conduct ongoing risk assessments to identify any risks that may impact future returns to investors. This process commences prior to entering a contract to purchase a property and continues until the project has been completed and profits returned to investors.

Where appropriate, we also seek to further mitigate risk as far as possible by ensuring that town planning approvals are endorsed before investor funds are deployed. Our funds benefit from such approvals.

To enable our fund’s developments to have a greater chance for success, it is important that our Directors oversee the acquisition process and make the final property acquisition decision.

The role of the Directors is to review all feasibility documents provided by engineers and other consultants, rate the risk of the development project and ultimately decline or approve that project, often subject to certain conditions. Finally, the Directors will not commit to an acquisition until several of the Directors have visited the potential site and given their final approval.

4.3 OpenCorp Strategy

One of our underlying philosophies is to develop memorable places for Australians to spend their time. We understand that our townhouse estates will become the backdrop to the memories of thousands of children and their parents right across the country as they walk each day to school, chase their pets on the weekend, learn to ride their bikes and kick their balls around the parks and streets that we have painstakingly designed for their enjoyment.

Our townhouse and apartment projects will show up in the background of countless photographs of smiling and happy people enjoying a home cooked meal with friends, surprising each other with parties, unwinding from a long day at work and marking the walls as their children grow.

Our commercial office buildings will be remembered as places in which great ideas were born, products designed, customers delighted and life’s passions pursued.

We understand that the projects we develop can also have a positive influence on our investors’ lives. We understand that the best way to achieve this is to care for their money like our lives depend on it – returning it back to investors along with the greatest profit we can achieve for what we consider a reasonable level of risk. We also focus on communicating with them regularly so that they’re never left wondering what’s happening and ensuring that we continue to pursue excellence in every aspect of our business.
4.4 Ongoing Projects

OpenCorp is an experienced manager in developing commercial property and residential property; both townhouses and apartments as well as broadacre and infill land estates. OpenCorp has at the date of this Part A PDS completed over 13 projects with a value of over 100 million. Details of these and other current and completed Projects of the Fund can be found on our website at www.opencorp.com.au.

CITRO - West End, Queensland

106 Apartments over 7 levels. Providing residents with a mix of 1 and 2 bedroom apartments as well as a roof top terrace pool, BBQ and resident facilities. Over $50m value upon completion.

HEMINGWAY – Chemside, Queensland

146 apartments over 9 levels across 2 buildings. Amenities include a rooftop pool and entertaining area, BBQ facilities, and an internal green space and landscaping between the two buildings. Entertainment facilities are also available. Selling prices are expected to be between $363,000 for 1 bedroom to $550,000 for 2 bedrooms.

QUAY HOUSE – Port Coogee, WA

Quayside is located in the new development of Port Coogee, a $2 billion master planned community featuring a private 300 berth marina, shopping centre and beautiful landscaping. Amenities including in our exciting Quay House project include a 6th floor rooftop, pool & sundeck and outdoor cinema. This 38 luxury boutique development with a mix of 1, 2 and 3 bedrooms was designed by WMK, an award-winning architecture firm.
4.5 The Responsible Entity’s Directors

Matthew Lewison
Executive Director, Funds

Matthew is the Managing Director of the Responsible Entity and is also a Responsible Manager on our AFS License. Matthew has worked in the property development industry for numerous years and has held senior executive roles with major publically listed land developers and property syndicators, including the role of General Manager (QLD) at the age of 26. In his previous role, he was responsible for a portfolio with an on-completion value exceeding $1 billion. Matthew also has project delivery experience on such projects as the $185 million Knox City & Ozone Shopping Centre Redevelopment (Vic), the award winning Warner Lakes Estate (QLD) and the $200m Caboolture Riverbank master planned community (QLD) which he worked on through all phases of project delivery, from planning, design, construction and marketing.

Matthew has also been involved in senior committees of the Urban Development Institute of Australia at a State level and holds degrees in Civil Engineering and Finance from Swinburne University.

Allister Lewison
Executive Director, Developments

Allister is an entrepreneur with success in the telecommunications, property, IT and recruitment industries. He is experienced in identifying investment opportunities and in structuring deals to mitigate risks and has an understanding of Australian property through a history of personal investments and developments.

Allister commenced in the property industry, initially undertaking private property developments in 1998 and has been involved in negotiations with hundreds of real estate agents, vendors and purchasers.

Cameron McLellan
Executive Director, Marketing & Sales

In his role as Executive Director, Marketing & Sales, Cameron works directly with our customer-centric culture, working to ensuring that customer service is a focus for all staff. Cameron has over 12 years’ experience in sales, marketing and strategic business initiatives. Cameron has co-founded a number of successful businesses in the telecommunications, IT and property industries. His businesses have been listed in the Business Review Weekly’s lists five out of the last seven years. Two in the fast starter lists and three in the fast 100 lists.
Risks

Investors should take into account the following investment considerations and risks before making any decision to invest in the Cash Units and Project Units of the Fund.

The order of these considerations and risks generally reflect their risk profile, from high to low risk. An investment in Project Units (representing an indirect investment in property development projects) should be considered to be higher risk than an investment in Cash Units (representing an indirect investment in cash deposits and fixed income investment assets).

While we will take care to ensure that key risks associated with the Fund and its Projects are either mitigated or appropriately managed, there are direct and indirect risks associated with any property investment, some of which may be beyond our control. The risks described in this section and in the relevant Part B PDS should be fully understood and considered by you prior to your decision to invest in Cash Units or Project Units.

These risks have the potential to reduce your return and/or create a loss of some or all of your capital invested in the Fund. Before deciding whether to make an application for Units, you should consider whether the investment in the Fund is suitable based on your own investment objectives and financial circumstances. You should consult a suitably qualified professional adviser when considering an investment in the Fund.

The risks that pertain to Real Property Assets forming part of a Project include the following:

<table>
<thead>
<tr>
<th>Real Property Asset Risks</th>
<th>Potential Consequences</th>
<th>Active Risk Management Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>For property development investments, there is a risk that projected sale rates per month (including projected apartment sale prices) and the listing price for the sale of any management rights for the development may not be achieved.</td>
<td>If the projected sales rates cannot be achieved, then it will impact on the timing and quantum of Project revenue and may adversely affect returns to Project Unitholders.</td>
<td>We aim to select properties in locations with growing demand to acquire residential units or demand from quality tenants to lease commercial buildings, to improve the potential for capital gain on sale of these developments. For residential property developments we generally pre -sell enough apartments to cover the amount of debt we intend to use for each project, before we commence construction.</td>
</tr>
<tr>
<td>In the event that a property is under construction and not yet complete, factors such as inclement weather, union action, withholding of approvals or consents from local councils etc may act to delay the completion of the development. As a result, the timing of the cashflows may alter.</td>
<td>May lead to Project delays and increased costs which may impact final returns.</td>
<td>These factors are outside our control. Please refer to the Part B PDS for means that we will undertake to mitigate development risks on any developments.</td>
</tr>
<tr>
<td>The developer may breach a development agreement and fail to complete any building under construction. Alternatively, the developer may become insolvent and unable to complete the development.</td>
<td>May lead to Project delays and increased costs which may impact final returns</td>
<td>The development agreement will be structured wherever possible to include liquidated damages for late delivery. In the event the developer becomes insolvent the Open Corp Group may step in to complete the project.</td>
</tr>
<tr>
<td>Development costs or development expenditure may be greater than forecast, for instance in the event that the cost of obtaining a planning permit were greater or the conditions of the issued permit were more onerous than anticipated.</td>
<td>If the construction costs or the expenses increase above our expectations, then profits may fall and Project Unitholder returns will be lower.</td>
<td>We utilize the services of reputable consultants and building contractors to assist in the estimation of building prices at the time of due diligence. While costs may change over the course of the project due to design changes or market forces, every effort is made at the feasibility stage to ensure that the cost estimates adopted are as accurate as possible at the time of the purchase of the property.</td>
</tr>
<tr>
<td>Real Property Asset Risks</td>
<td>Potential Consequences</td>
<td>Active Risk Management Measure</td>
</tr>
<tr>
<td>------------------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>There is no certainty that any infrastructure developments mentioned in any Part B PDS in the local area proposed by local and state governments will go ahead and this may impact demand for such services.</td>
<td>Should such proposed infrastructure not go ahead, any future capital gain (if any) may be adversely affected.</td>
<td>We closely monitor infrastructure developments around our projects and consult with town planners and local officials to ensure we have the most up to date information regarding these developments when making decisions regarding their investment.</td>
</tr>
<tr>
<td>Contamination or other environmental and geotechnical issues that have not been previously identified may affect real property assets.</td>
<td>Unforeseen contamination may result in additional cost to the Fund and reduce investment returns.</td>
<td>As part of our due diligence process, we may appoint an expert to undertake soil and contamination assessments.</td>
</tr>
<tr>
<td>The properties may incur unforeseen capital expenditure, or repairs and maintenance.</td>
<td>To the extent that unforeseen capital expenditure is not included as a contingency item in a Project budget, such capital expenditure or maintenance will be funded from bank borrowing or additional capital raisings. Where appropriate, any required additional capital raising will be by rights issue to existing Investors so they have the right but not the obligation to participate. However, if you do not participate in such capital raising, then your proportional level of investment in the Project will be reduced because new Project Units may be issued to other existing and new Investors in the Project.</td>
<td>To the extent that unforeseen capital expenditure is not included as a contingency item in a Project budget, such capital expenditure or maintenance will be funded from bank borrowing or additional capital raisings from Investors.</td>
</tr>
<tr>
<td>Proper insurance for the risks associated with ownership of real property assets may not continue to be available or its premiums may rise significantly which may affect the forecasts returns.</td>
<td>In the unlikely event that property insurance is not able to be arranged by us, then Investors may be exposed to additional property ownership risks.</td>
<td>We aim to develop a good relationship with the insurers and insurance brokers and provide all requested information in a timely manner as well as ensure compliance with the insurance policies.</td>
</tr>
<tr>
<td>A planning permit may not be obtained, or will be obtained on terms that are substantially different to those considered in the relevant Part B PDS.</td>
<td>In this case, the Responsible Entity may consider redesigning the Development to improve the profitability, selling the Property or deferring the Development until such time that the gross realisable value has increased to offset any higher costs or loss of yield. These scenarios could impact the amount of capital returned to Project Unitholders and/or the timing of when capital and any profits are distributed to Project Unitholders.</td>
<td>We aim to develop a good relationship with relevant councils and work with them to allay any concerns and obtain a planning permit that is substantially on the initial terms sought.</td>
</tr>
</tbody>
</table>
The risks that pertain to Cash Units (CU) and/or Project Units (PU) include the following risks:

<table>
<thead>
<tr>
<th>Financial Risks</th>
<th>Potential Consequences</th>
<th>Active Risk Management Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Borrowings with loan financing increase the potential for reward, but also increases the risk attributable to Investors. (PU risk)</td>
<td>Any rise or fall in property values has a corresponding disproportionate effect on that equity.</td>
<td>The initial secured borrowing ratio of the property has been set by us at a level that we believe balances the appropriate level of risk and return.</td>
</tr>
<tr>
<td>Because the real property asset is held through a structured fund and not directly by Investors, the Investors have limited control of the property asset and are reliant on our expertise and actions and the service providers we engage to develop and manage the property and to operate the Fund. (PU risk)</td>
<td>Investors may not be able to direct management control over decisions relating to the investment</td>
<td>Our management will act to ensure that all transactions are undertaken in the best interest of all Investors and under arm’s length terms and conditions in the event that it is undertaken with a related party.</td>
</tr>
<tr>
<td>There is no guarantee that we will be able to refinance any loans. Furthermore if the loans are refinanced the applicable interest rate base may be higher than anticipated resulting in reduced returns to Investors. Non-compliance with covenants under the loan agreements may result in penalty interest or the premature call in of the loan. (PU risk)</td>
<td>Any interest rate increase beyond the initial loan term is likely to reduce the rate of return on your investment. Any significant interest rate fluctuation on the unhedged portion of the loan may adversely affect returns to Investors. Additional costs from penalty interest or premature call up of the loan.</td>
<td>We aim to monitor all banking covenants on a periodic basis to ensure compliance with the loan terms. We also review interest rates on the loans on a periodic basis and will look to enter into suitable hedging arrangements to mitigate the impact of interest rate changes. We also aim to maintain a good relationship with the lending institutions.</td>
</tr>
<tr>
<td>If a property asset of a Project cannot be sold for more than its related credit facility, the Investors in the Project which holds that property will not receive any return as a result of the sale. (PU risk)</td>
<td>Investors may not receive back their initial capital.</td>
<td>In conducting our initial property due diligence, we will use best endeavours to identify properties with prospects for growth and supported by well-credentialed tenants to minimise such risk.</td>
</tr>
<tr>
<td>There may be changes in interest rates which may vary returns on Cash Units. (CU risk)</td>
<td>Returns on Cash Units are exposed to fluctuations in short term interest rates.</td>
<td>We review interest rates on the cash management account(s) in which the assets attributable to Cash Units are held.</td>
</tr>
<tr>
<td>The institutions that the assets attributable to Cash Units and relevant Project Units are invested in may fail and may not be supported by Government guarantee. (CU and PU risk)</td>
<td>You may lose the capital you invested in Cash Units and Project Units.</td>
<td>Bank accounts that are used for the deposit of cash attributable to Cash Units and Project Units will be held with Australian Deposit-taking Institutions.</td>
</tr>
<tr>
<td>Some costs in a development may be deductible to the Project or Fund at a later point in time than forecast. (PU)</td>
<td>This may change the timing of franked distributions payable to the Project.</td>
<td>This generally relates to the return of cash bonds issued to statutory authorities for the performance of the Project in delivering key infrastructure, or in some cases to the receipt of payments from statutory authorities for works in kind to public infrastructure. Where practical, the Responsible Entity will take responsibility for the ongoing performance of the Project, or for the receipt of the outstanding payments, providing a loan to the Project for the value of the outstanding amounts thus enabling the distribution to be made to Project Unitholders.</td>
</tr>
<tr>
<td>Investors may not pay the full amount required under partly paid Units.</td>
<td>This may impact the financial capacity of the Fund to meet its financial commitments.</td>
<td>The terms and conditions of the partly paid Units are fully disclosed in the relevant Part B PDS. The Responsible Entity has a range of measures to allow enforcement of non-payment, including forfeiture of partly paid Units. The Responsible Entity may assist with finding another Investor to acquire the partly paid Units of a defaulting Investor.</td>
</tr>
</tbody>
</table>
The risks that pertain to Cash Units (CU) and/or Project Units (PU) include the following risks.

<table>
<thead>
<tr>
<th>General and Economic Risks</th>
<th>Potential Consequences</th>
<th>Active Risk Management Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>It is possible that the value of the Fund’s investments would be adversely influenced by the following factors:</td>
<td>The value of the assets of the Fund (and your investment) may be detrimentally affected by any of these factors.</td>
<td>We will perform due diligence and feasibility assessments on each Project investment to select quality investments. We will also, where possible, maintain appropriate insurance cover in respect of the Fund’s assets and review adequacy of cover at least annually. We will also maintain and regularly review computer systems and other information communication technologies to ensure we can prevent, prepare for, respond to and recover from a cyber-attack.</td>
</tr>
<tr>
<td>• A downturn in the Australian property market;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Interest rate fluctuations beyond the interest rates contained in any forecasts;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• The passing of statutes, regulations and government policy adversely affecting the value of the properties or the taxation or structure of Fund;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• The regulator cancelling the Fund’s scheme registration;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Economic downturn;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Social and technological change; or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Natural Phenomena, terrorist and cyber-attacks and force majeure. (CU and PU)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The investment in Project Units under a Part B PDS should be considered as medium term. The Project Units offered under a Part B PDS are likely to be illiquid investments as there may not be a secondary market. There is no obligation on us to purchase or redeem Project Units or the underlying property assets. (PU)

The effects of taxation on Investors set out in Section 7 can be complex and may and may change over time. (CU and PU)

Investors’ interest in the Fund may be diluted by future capital raisings by us on behalf of the Fund. We may issue Units to finance future acquisitions or may receive Units in lieu of a fee otherwise payable to the Responsible Entity, which may dilute the value of a Unitholder’s interest in a Project. (PU)

Due to the potentially diverse interests in the Fund due to different Investors having interests in different Projects of the Fund, there is a risk that an extraordinary resolution to remove us as responsible entity of the Fund may not be successful in being passed. (CU and PU)

Due to the illiquid nature of the investment in Project Units you may not be able to exit the Fund. We will endeavour to find buyers on your behalf should you wish to sell your Project Units, however, we are under no obligation to do so.

Investors should seek professional tax advice in relation to their own position.

We have sought the opinion of taxation advisers in relation general advice to the Proposed structure of the Fund.

Potential for dilution of equity stake in the Fund upon the issue of new Units.

It is our intention to treat all Investors equally and in the event that a future capital raising is required, all Investors will be invited to participate on a pro-rata basis in proportion to their unit holding to minimise the impact of dilution.

Investors may not be able to remove the RE of the Fund.

Investors should consider the track record of the RE before investing.
<table>
<thead>
<tr>
<th>General and Economic Risks</th>
<th>Potential Consequences</th>
<th>Active Risk Management Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investors’ interests in the Project may be diluted by investment by us, in our personal capacity, and our associates. (PU)</td>
<td>Potential for dilution of equity stake and voting power in the Fund and a corresponding increase in equity and voting power for us and our associates.</td>
<td>We and our associates are not permitted to vote our interest on a resolution at a meeting of Unitholders (either of the Fund or a class of Units) in which they are interested. Co-investment by us and our associates alongside Investors (actual or intended) is disclosed in disclosure documents of the Fund and is intended to align our interests as Responsible Entity with those of Investors.</td>
</tr>
<tr>
<td>A service provider, including any related party of ours, may default in the performance of its services to the Fund. (CU and PU)</td>
<td>Enforcement of the contractual arrangements with the service provider and replacement of services may result in additional cost to the Fund and reduce investment returns.</td>
<td>As part of its due diligence process, we will make sufficient enquiries as to the suitability of a service provider, including any of our related parties, and enter into formal contracts with them.</td>
</tr>
<tr>
<td>The Responsible Entity or key service providers may lose key personnel such that their ability to perform their statutory and contractual duties may be impaired or be materially affected. (CU and PU)</td>
<td>This could have an adverse effect on the investment performance of a Project or the Fund as a whole.</td>
<td>We pride ourselves on having a friendly, down-to-earth and committed working environment to support our staff. In the event of loss of key personnel external providers can assist to cover any gaps in service or expertise pending their replacement. Service providers will remain bound to perform their contractual obligations notwithstanding any staff changes.</td>
</tr>
</tbody>
</table>
Fees & other costs

6.1 Consumer Advisory Warning

Government regulation requires the inclusion of the following standard consumer advisory warning as set out below. The information in the consumer advisory warning is standardised across all product disclosure statements and does not provide any specific information on the fees and charges in this Fund.

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 fund balance rather than 1% could reduce your final return by up to 20% over a 30 year 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 contribution fees and management costs where applicable. Ask the fund or your financial adviser.

To Find Out More

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) website (www.moneysmart.gov.au) has a managed investment fee calculator to help you check out different fee options.
6.2 Fees and Other Costs of the Fund in Prescribed Form

This section shows fees and other costs you may be charged as a holder of Cash Units. These fees and costs may be deducted from your money, from the returns on your investment or from the assets attributable to Cash Units as a whole. Information on taxes are set out in section 7 of this document.

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

<table>
<thead>
<tr>
<th>Cash Units</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type of Fee or Cost</strong></td>
</tr>
<tr>
<td><strong>Fees when your money moves in or out of the Cash Class</strong></td>
</tr>
<tr>
<td>Establishment Fee</td>
</tr>
<tr>
<td>The fee to open your investment</td>
</tr>
<tr>
<td>Contribution Fee</td>
</tr>
<tr>
<td>The fee on each amount contributed to your investment</td>
</tr>
<tr>
<td>Withdrawal Fee</td>
</tr>
<tr>
<td>The fee on each amount you take out of your investment</td>
</tr>
<tr>
<td>Exit Fee</td>
</tr>
<tr>
<td>The fee to close your investment</td>
</tr>
<tr>
<td>Management Costs of the Cash Class</td>
</tr>
<tr>
<td>Management Fees</td>
</tr>
<tr>
<td>The fees and costs for managing your investment</td>
</tr>
<tr>
<td>Performance Fee</td>
</tr>
<tr>
<td>The fee payable if we exceed certain performance thresholds</td>
</tr>
<tr>
<td>Expense Recoveries</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Service Fees</td>
</tr>
<tr>
<td>Switching Fee</td>
</tr>
<tr>
<td>The fee for changing investment options</td>
</tr>
</tbody>
</table>

The Fund’s Constitution allows the Responsible Entity to charge the fees outlined in the table below. **However the Responsible Entity has determined that, until otherwise notified to Investors, the Responsible Entity will not charge Investors any fees for their investment of Cash Units in the Cash Class or the Responsible Entity’s management of the Cash Class.**

**Note:** the fees applicable to Project Units for a Project will be disclosed in the relevant Part B PDS for that Project.

[1] Fees are inclusive of GST, any applicable stamp duty and net of any applicable input tax credits.
6.3 Example of Annual Fees and Costs for the Cash Units

This table provides an example of how the fees and costs for the Cash Units can affect your investment over a one year period. You should use this table to compare this product with other managed investment products.

<table>
<thead>
<tr>
<th>Example - Cash Units</th>
<th>Amount</th>
<th>Balance of $50,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contribution fees</td>
<td>Nil</td>
<td>For every $5,000 you put in, you will be charged $0.00.</td>
</tr>
<tr>
<td>PLUS Management costs</td>
<td>Nil</td>
<td>For every $50,000 you have invested in Cash Units, you will be charged $0.00 each year.</td>
</tr>
<tr>
<td>EQUALS Cost of Fund</td>
<td></td>
<td>If you had an investment of $50,000 at the beginning of the year you will be charged fees and costs of $0.00.</td>
</tr>
</tbody>
</table>

6.4 Additional Explanation of Fees and Costs

(a) Separate Fees and Costs for Cash Units and Project Units

The Responsible Entity is entitled to charge fees and be reimbursed for costs pursuant to the Fund’s Constitution (see section 6). The fees that the Constitution allows the Responsible Entity to charge in relation to the Cash Units are set out above. However, the Responsible Entity has determined that, until otherwise notified to Investors, the Responsible Entity will not charge Investors any fees for their investment into Cash Units or the management of the Cash Class. We will give holders of Cash Units at least 30 days’ prior notice of any change of, or increase to, the fees allowed for the Cash Class.

We are also entitled to charge the fees and be reimbursed for costs applicable to a Project, which will be payable or reimbursed from the assets of the applicable Project. Further detail on the fees and costs that are applicable to a Project will be outlined in the Part B PDS for each Project.

You should carefully consider the fees outlined in this Part A PDS before investing into Cash Units, and the fees outlined in the relevant Project Part B PDS before investing into Project Units of that Project.

(b) Maximum fees in Constitution

The Constitution allows the Responsible Entity to charge the following maximum fees in relation to the Fund:

- A development management fee of up to three and a half percent (3.5%) of the gross proceeds (inclusive of GST) received by the Responsible Entity from any sale or transfer of any real property asset that the Responsible Entity provides development management services in relation to, including arranging and managing the budgeting, financing, marketing and sales activities relating to the Project;
- A construction management fee, paid in monthly instalments, of up to three and a half percent (3.5%) of the gross proceeds (inclusive of GST) received by the Responsible Entity from any sale or transfer of any real property that the Responsible Entity provides construction works in relation to, including the design, development and authority approvals and appointment and supervision of contractors relating to the Project;
- A debt arrangement fee of up to one and half percent (1.5%) of the total debt arranged to fund the purchase of any Asset of a Project payable upon drawdown of the debt;
- A performance fee in respect of the return on equity performance of a Project in accordance with the formula contained in the Constitution (and as further disclosed in the Project’s Part B PDS); and
- Where a Specified Event (i.e. relating to the proposed or actual removal of the Responsible Entity) occurs, the fees summarised in paragraph 9 of section 9.

The Responsible Entity may also be paid any fees to which it is entitled under the Constitution by way of the issue of Cash Units to the Responsible Entity.
(c) Reimbursement of Expenses

The Constitution allows the Responsible Entity to be reimbursed for ongoing expenses incurred by the Responsible Entity in the proper performance of its duties in respect of Cash Units. Those expenses may include (but are not limited to) accounting, valuation, administration and reporting, taxation, return, financial statements and audit, custodian, investor communication (including continuous disclosure notices), website maintenance and compliance (including compliance plan review and audit) costs.

The Constitution does not limit the amount that the Responsible Entity can recover from the Fund as expenses provided they are properly incurred in operating the Fund. Expenses relating to a particular class of Units will be designated to that class, while expenses relating to the Fund as a whole will be applied proportionately to all classes of Units in the Fund.

Investment management services may be performed by the Responsible Entity’s associated entities and may include keeping accounts, distributing income, preparing financial statements, unit registry services, liaising with key stakeholders and generally performing other tasks as specified in the Constitution.

(d) Adviser Remuneration

We do not pay any commission to financial advisers and other intermediaries that introduce retail client investors into the Fund. If you have an arrangement with your financial adviser, you are able to direct the Responsible Entity to pay an amount on your behalf to your adviser. To do so, you must nominate the payment amount on the Application Form, and this amount will be deducted from your application money.

(e) Waiver or Deferral of Fees Payment or Expense Recovery

The Constitution allows us to charge the fees set out in the fee table above. The Responsible Entity may, in its discretion, charge lower fees or not be reimbursed for all expenses than we are entitled to receive under the Constitution. Alternatively, the Responsible Entity may defer payment of fees and reimbursement of expenses for any time. If payment is deferred, then the fee will continue to accrue until paid.

(f) Goods and services tax

Unless otherwise stated, all fees set out in this section are including GST. This includes GST, net of input tax credits or reduced input tax credits as applicable. The Fund may not always be entitled to claim a full input tax credit. Further information on the tax implications associated with an investment in the Fund can be found in section 7.

(g) Wholesale Investors

We may negotiate with ‘wholesale clients’ (as defined in the Corporations Act), on an individual basis, in relation to any rebates on fees in circumstances permitted by the Corporations Act or applicable relief granted by ASIC. In the event rebates are offered, they will be paid by the Responsible Entity and will not affect the fees paid by, or any distribution to, other Investors.
Taxation Considerations

This section provides an overview of the main Australian income tax, goods and services tax and stamp duty consequences that may apply to Investors who are Australian resident individuals holding their units in the Fund on capital account. The comments are based on the current provisions of the Income Tax Assessment Act 1936 and the Income Tax Assessment Act 1997 (together the Tax Act) and the current practice and publicly expressed views of the Australian Taxation Office, as expressed in various ATO rulings and interpretative decisions and the precedent views of the Courts (collectively referred to as the Tax Laws).

Investors should be aware that the Tax Laws are subject to change, and that any such change could have an impact on the taxation information contained in this Part A PDS. In particular, the Government has announced a range of reforms to the taxation of trusts, which could have an impact on the taxation implications of the investment. As no legislation has been implemented to give effect to the reforms as at the date of this Part A PDS, the precise impact of these measures should be closely monitored by Investors.

The taxation information contained in this Part A PDS is, by necessity, general in nature and the specific tax consequences of an investment by an Investor could differ from those outlined below, depending on the facts and circumstances for a particular Investor. Further, the taxation information contained in this Part A PDS may not be relevant or applicable to Investors who do not fall within the categories of Investor listed above.

It is recommended that Investors seek independent professional advice on the taxation implications of the investment based on their own specific circumstances.

Taxation of the Fund

The Fund will likely be treated as a public trading trust for taxation purposes. It is therefore likely that dividends will be paid to Investors (along with franking credits for any tax paid), by the Responsible Entity on a post taxation basis rather than trust distributions to be taxed on a flow through basis. This does not affect the after tax outcome for Investors, merely the timing of when tax is paid.

A public trading trust is taxed as a company and is defined for tax purposes as a public unit trust that is also a trading trust. A public unit trust is one which is listed, where any of the units are offered to the public, where the units are held by 50 or more persons or where 20% or more of its units are held by exempt entities.

However, a trust will not be a public trading trust if 20 or fewer persons hold 75% or more of the beneficial interests in the property or income of the trust.

A unit trust is a trading trust if at any time during the year of income, the trustee “carried on a trading business” or controls an entity that carries on a trading business. A trading business means a “business that does not consist wholly of eligible investment business.”

Such eligible business activities are in essence passive investment activities, such as shares, units and investing in land for the purpose of deriving rent.

Accordingly, Unitholders pay tax in accordance with their applicable tax rate, less any applicable franking tax offset.

Taxation of the Investors

Acquisition of Units

For Capital Gains Tax (CGT) purposes units in the Fund will be taken to have been acquired for tax purposes at the time that they were issued to that Investor. The time of acquisition is relevant to the availability of the CGT discount for any capital gains that may be derived on future disposal or redemption of the units (refer below) and for certain other matters. An Investor’s CGT cost base of those units will include the subscription amount payable in connection with the issue of the units.

Distributions from the Fund

The Fund will have two classes of units, Cash Units and Project Units.

Where Unitholders receive distributions from the Cash Units or the Project Units, the Unitholders will be required to include the cash amount of any distributions, plus the attached franking credit (if any), in their assessable income. A tax offset equal to the franking credit may be available to offset the tax otherwise payable on the Investor’s taxable income.

An individual or a complying superannuation fund will be entitled to a tax refund to the extent that the tax offsets exceed the total tax payable on their taxable income. A company may be able to convert any such excess into an equivalent grossed-up tax loss available to be carried forward and will also obtain a franking credit in its franking account for the full amount of the franking credit attributable to the distribution.

Distributions from the Fund which include tax deferred amounts are not included in the taxable income of the Fund and should not be immediately taxable to the Investors. These amounts will reduce the CGT cost base of the units held by the Investor and once the CGT cost base has been reduced to nil any further tax deferred amounts received may crystallise a taxable capital gain. However, Investors should be entitled to reduce that capital gain by the CGT discount.
Disposal or Redemption of Units

A disposal or redemption of the units is a CGT event. An Investor must include any realised capital gain or loss in the calculation of their net capital gain for any income year. An Investor will realise a capital gain if the capital proceeds from the disposal of the units exceeds the CGT cost base of the units at the time. A capital loss will be realised where the capital proceeds from the disposal of the units is less than the CGT cost base of the units at that time. The CGT cost base will be reduced by any tax deferred amounts received by the Investor prior to the disposal of the units.

If a capital gain arises (and the Investor does not have any carried forward capital losses or revenue losses to fully offset that capital gain), then the resulting capital gain may be reduced by the CGT discount, with only the residual amount of the capital gain being included in the Investor’s assessable income. Where the CGT discount applies, the discount amount for individuals and trusts is 50%, and for complying superannuation entities the discount amount is 33.33%.

Pay-As-You-Go Withholding

If a Tax File Number or, in some case, an Australian Business Number is not quoted by an Investor, the Manager of the Fund must withhold tax at the rate of 49% from any distribution made by the Fund.

Stamp Duty and GST

The purchase and disposal of units in the Fund should not give rise to a GST liability for the Investor. The Investor should not be subject to GST in relation to the trust distributions received or on the redemption proceeds.

The acquisition of units in the Fund by way of allotment should not be subject to stamp duty. In some instances the acquisition of Project Units may incur stamp duty if the Project Class already controls a land rich asset. In this case the Part B PDS will disclose the specific tax situation.
8

General Information

8.1 Corporate Governance
The Corporations Act imposes specific duties on the Responsible Entity and its directors and officers, including the duty to operate the Fund in the best interests of Unitholders, and if there is a conflict between the Unitholders’ interests and the Responsible Entity’s interests, the Responsible Entity must give priority to the Unitholders’ interests.

The Responsible Entity also holds an AFSL (No. 417371) issued by ASIC which authorizes the Responsible Entity to operate the Fund and regulates that role.

The Constitution is the primary document governing the rights and obligations of the Unitholders and the Responsible Entity. The Compliance Plan governs the Responsible Entity’s compliance program and framework to ensure compliance with the Constitution, the Corporations Act and the Responsible Entity’s AFSL.

The Responsible Entity has also appointed a Compliance Committee in accordance with the Corporations Act, which has the specific role of monitoring the Responsible Entity’s compliance with the Compliance Plan and to report to the Responsible Entity any breach of the Corporations Act concerning the Fund or breach of the Constitution.

A Compliance Officer has also been appointed under the Compliance Plan to ensure that the compliance measures are adhered to, and reports to the Compliance Committee on a quarterly basis.

The Compliance Plan and the financial statements of the Fund will be independently audited and lodged with ASIC. Moore Stephens Audit (Vic) has been appointed to undertake this role with separate individual auditors of the firm being responsible for the audit of the Compliance Plan and the Fund’s annual financial statements.

8.2 Custodial Services
The Responsible Entity has appointed Sandhurst Trustees Limited as Custodian of the Fund’s assets, being the assets of the Cash Class and of each Project Class including real property, where appropriate, all application money received by the Fund and the bank accounts holding proceeds from the sale of the Fund’s assets (or any part of it) until distributed to Investors. The Custodian holds an AFSL authorising the Custodian to provide its custodial services to the Fund. The Custodian is appointed under a Custody Agreement which limits the Custodian’s liability to direct loss resulting from the fault, willful default or gross negligence of the Custodian. The quantum of the Custodian’s liability is also limited. The Custodian is an agent of the Responsible Entity and may only act in accordance with the terms of the Custody Agreement. The Custodian has no liability to Investors. The Custodian does not guarantee the repayment of capital or performance of the Fund.

8.3 Complaints Handling
The Responsible Entity has a procedure for dealing with complaints by Investors in relation to the Fund. You may make a complaint by contacting us on 1300 649 564 or by writing to us at:

The Compliance Officer
Open Corp Funds Management Ltd
PO Box 5266
BRANDON PARK VIC 3150

We will acknowledge a complaint in writing as soon as practicable after receiving it and will make every effort to try and resolve the issue within 45 days of the complaint being made. We are a member of the Financial Ombudsman Service (FOS), an external dispute resolution service provider. So if you are not satisfied with how we handle a complaint, then you may contact FOS. The contact details for FOS are as follows:

Financial Ombudsman Service
GPO Box 3
MELBOURNE VIC 3001

Phone: 1300 78 08 08
Facsimile: (03) 9613 6399
Email: info@fos.org.au

8.4 Application for Units
All applications for Cash Units must be made on the Application Form found at the back of this Part A PDS (either electronic or hard copy version) and must be completed in accordance with the instructions set out in this Part A PDS. All applications must be accompanied by payment of the application money and cheques should be made payable to “Open Access Fund (Cash Units)” and crossed ‘Not Negotiable’. All payments must be in Australian currency. Completed Application Forms and accompanying cheques should be sent to:

Open Corp Funds Management Ltd
(Open Access Fund)
PO Box 5266
BRANDON PARK VIC 3150

By completing an Application Form each Investor agrees and gives the Responsible Entity a general authority to redeem all or some of the Investor’s Cash Units (other than the 100 minimum Cash Units that must be retained) and to apply the proceeds to an application for Project Units in a Project of the Fund, provided the Responsible Entity gives the Investor a 14 day period within which the Investor may cancel that application. However, an Investor can opt out of this general authority by ticking the relevant “opt-out” box in the Application Form, in which case the Investor will still be offered the opportunity to invest into future Projects that the Investor selects. See page 15 for further details.
We have the right to accept or reject any application for Cash Units offered under this Part A PDS in whole or in part. If required, applications may be subject to scaling back at our discretion. Where you are not issued Units, your application money will be returned in full. Where the number of Units issued is less than the number of Units applied for by you, the surplus application money will be refunded as soon as practicable following the issue of the Units. No interest will be paid on refunded application monies.

**8.5 General Authority**

By completing an Application Form each Investor agrees and gives the Responsible Entity a general authority to redeem all or some of the Investor’s Cash Units (other than the 100 minimum Cash Units that must be retained) and to apply the proceeds to an application for Project Units in a Project of the Fund, provided the Responsible Entity gives the Investor a 14 day period within which the Investor may cancel that application. However, an Investor can opt out of this general authority by ticking the relevant “opt-out” box in the Application Form, in which case the Investor will still be offered the opportunity to invest into future Projects that the Investor selects. See page 15 for further details.

We have the right to accept or reject any application for Cash Units offered under this Part A PDS in whole or in part. If required, applications may be subject to scaling back at our discretion. Where you are not issued Cash Units, your application money will be returned in full. Where the number of Cash Units issued is less than the number of Cash Units applied for by you, the surplus application money will be refunded as soon as practicable following the issue of the Cash Units. No interest will be paid on refunded application monies.

**8.6 Related Party Policy**

The Responsible Entity maintains and complies with a written policy on related party transactions to ensure that any actual or potential conflicts of interest are identified and appropriately dealt with. Any potential transactions with related parties go through an assessment process, and must be approved by our Directors. No related party transactions can be approved or entered into unless they are strictly on arms-length, commercial terms (unless otherwise approved by Investors, with any possible conflicts of interest having been fully disclosed). Any related party transactions are then monitored quarterly at board meetings to ensure they are being carried out as approved. Investors can obtain a copy of our related party policy free of charge by contacting us.

The Responsible Entity’s Directors, shareholders and associates may hold Units in the Fund, along with other Investors. Unless otherwise disclosed, these Units will be issued on the same terms as those issued to other Investors. To the extent these related Investors have an interest (other than as Investors) in a resolution put to a meeting of Investors they will be excluded from voting on the resolution.

We may also appoint related companies to provide services to the Fund. We intend to appoint a related company to provide property and project management services. All agreements with related parties will be on arms’ length terms.

**8.7 Valuation Policy**

We will have the real property assets of Projects independently valued in accordance with our written valuation policy that requires:

- the valuer to be independent and be registered as a valuer;
- procedures to be followed for dealing with any conflicts of interest;
- rotation and diversity of valuers; and
- a valuation to be obtained every two years; and
- an independent valuation to be obtained within two months after the Directors form a view that there is likelihood that there has been a material adverse change in the value of the property.

You can obtain a copy of our valuation policy free of charge by contacting us.

**8.8 Unit pricing policy**

The Responsible Entity has a unit pricing policy. A copy of the policy can be obtained from us free of charge.

**8.9 Reporting to Investors**

If the Fund has 100 investors or more, it will be considered a ‘disclosing entity’ under the Corporations Act. As a disclosing entity, the Fund will be subject to regular reporting and disclosure obligations.

Copies of any documents lodged with ASIC in relation to the Fund may be obtained from, or inspected at, an ASIC office. Investors will have the right to obtain a copy of the following documents from us free of charge:

- the most recent annual financial report for the Fund lodged with ASIC;
- any half year financial report for the Fund lodged with ASIC after the lodgement of the annual financial report; and
- any continuous disclosure notices for the Fund lodged with ASIC.

Copies of these documents will also be available on our website for download.

We will also make available to Project Unitholders monthly updates for each Project in which they are invested, which will also contain updated monthly financial forecasts.
8.10 Anti-Money Laundering and Counter Terrorism Financing

The Responsible Entity is required to comply with the Anti-Money Laundering and Counter Terrorism Financing legislation (AML/CTF Law).

This means we will need to verify your identity before accepting your application. In order to do this, we may require further information from you. If such information is requested, the processing of your application may be delayed until the requested information is received in a satisfactory form.

Information may also need to be disclosed to government or law enforcement agencies and independent contractors in order to satisfy our obligations under the AML/CTF Law. We may also disclose this information to other entities involved in the Fund, to the extent that this information is required to fulfil our obligations under the AML/CTF Law. We are not liable for any loss you may suffer as a result of our compliance with the AML/CTF Law.

8.11 Labour Standards, Environmental, Social and Ethical Considerations

The Responsible Entity will not take into account labour standards, environmental, social or ethical considerations when selecting, retaining or realising investments of the Fund.

8.12 Consents

The following persons have given and have not, at the date of this Part A PDS, withdrawn their written consent to be named in this Part A PDS and any electronic version of it in the form and context in which they are named, and to the inclusion of the statements made by them, or the statements said in the PDS to be based on statements made by them, in the form and context in which they are included. None of the named consenting persons have caused or authorised the issue of this Part A PDS or have in any way been involved in the making of the Offer and they expressly disclaim and take no responsibility for the content of this Part A PDS to the maximum extent possible by law.

- Madgwick Lawyers
- Moore Stephens Audit (Vic)
- Sandhurst Trustees Limited

8.13 Privacy

Your completed Application Form will provide us with some personal information about you. The Privacy Act 1988 (Cth) regulates the way we collect, use, dispose, keep secure and give people access to their personal information.

We are committed to managing and only using personal information in ways that comply with the Privacy Act and the Australian Privacy Principles.

Your personal information in your Application Form will be used to evaluate your application for Units, and to manage and report to you on your investment. We will retain the information for record-keeping purposes; however, once your personal information is no longer required we will either destroy it or retain it in a way that does not identify that it relates to you.

You have the right to know the information we hold and to require us to correct any error. In this regard, you can assist us to keep your details up to date by advising us of any information that appears incorrect. You can call us or write to us to obtain details about the information we hold for you.

We may also use your contact details to let you know about other investment opportunities. If you prefer not to receive these communications, please telephone or mail us.

If we are obliged to do so by law, we will pass your personal information to other parties strictly in accordance with that relevant legal requirement.

A copy of our privacy policy is available by contacting us or can be viewed on our website: www.opencorp.com.au.

8.14 Disclosure of Interests

Except for the fees and interests disclosed below and elsewhere in this Part A PDS, none of:

- the directors and shareholders of the Responsible Entity and its associated entities;
- experts and professional advisors; or
- any other person named in this Part A PDS and involved in the preparation or distribution of this Part A PDS, hold or has held any interest in:
  - the information or promotion of the Fund;
  - the Offer of Cash Units
- To the extent any of the above persons holds or has any interest in:
  - any offer of Project Units under a Part B PDS; or
  - property acquired or proposed to be acquired by the Fund in connection with its formation or promotion of the offer of Units in the Fund at any time in the last 2 years,

such interests will be disclosed in the relevant Part B PDS.

Investors should note:

- we are entitled to the fees and other amounts detailed in section 6;
- the Directors are entitled to be paid directors’ fees by the Responsible Entity;
- the property management, accounting administration and registry services roles of the Fund may be outsourced to associated entities of the Responsible Entity on normal arms’ length commercial terms; and
- the directors, shareholders and related parties of the Responsible Entity may subscribe for Units.
8.15 Copies of consents and material contracts

Copies of the consents and legal documents and policies referred to in this Part A PDS are available for inspection without charge at the Responsible Entity’s registered office.

8.16 Cooling Off Period

Cash Units

As an applicant for Cash Units, you have a 14 day cooling off period in which you can terminate your investment in Cash Units the subject of your application. The cooling off period starts on the earlier of the time when you receive confirmation of the issue of Cash Units to you or the end of the fifth Business Day after the Cash Units are issued to you. Your refund will be processed as a redemption, and may be reduced by any taxes that are payable in respect of that application. As a result the amount returned to you may be less than your original investment. To exercise your cooling off rights, you must notify the Responsible Entity in writing. Your cooling off rights are subject to the Corporations Act.

Project Units

There is no cooling off period in relation to an application of Project Units under a Part B PDS.

However, if in your Application Form for Cash Units you have given a general authority to the Responsible Entity to redeem all or some of the your Cash Units (other than the 100 minimum Cash Units that must be retained) and to apply the proceeds to an application for Project Units in a Project of the Fund, you have a 14 day cancellation period within which you can cancel that application for Project Units. See page 15 for further details.

8.17 FATCA

FATCA is a US law, effective 1 July 2014, which impacts investors worldwide. FATCA attempts to minimise US income tax avoidance by US persons investing in assets outside the US. FATCA requires reporting of US persons’ direct and indirect ownership of non-US accounts and non-US entities to the IRS.

The Australian Government has entered into an Inter-Governmental Agreement (IGA) with the US Government for exchange of taxpayer information. Under the IGA, financial institutions operating in Australia report information to the Australian Taxation Office (ATO) rather than the IRS. The ATO may then pass the information on to the IRS.

The Fund is not open to investment by an applicant who is a FATCA person (FATCA Person) as follows:

- a US citizen or US tax resident; or
- a corporation, trust, partnership or estate in which a US citizen or US tax resident has a substantial or controlling interest.

A US citizen or US tax resident includes:

- anyone born in the US (who hasn’t renounced their US citizenship);
- a US citizen (including persons with dual or multiple citizenships); and
- US lawful permanent residents (eg green card holders).

If you think you may be a US tax resident, but are not certain, you should seek specialist tax advice.

The Application Form for investment in the Fund contains a declaration by you that the applicant is not a FATCA Person and the applicant will not hold Fund units on behalf of a FATCA Person. Despite that declaration, if the Responsible Entity should become aware that you are a FATCA Person or hold units on behalf of a FATCA Person, we are required to provide information about you to the ATO.

8.18 Common Reporting Standards (CRS)

CRS is the single global standard set by the Organisation for Economic Co-operation and Development (OECD) for the automatic exchange of information with revenue authorities for tax non-residents that invest in certain financial accounts. The standard covers both the identification of tax non-residents and reporting on the applicable financial accounts. The Trustee will be a ‘Reporting Financial Institution’ under CRS and intends to comply with its CRS obligations under any relevant Australian laws and regulations, including obtaining and disclosing information about certain investors to the ATO or other foreign tax authorities as required. To facilitate these disclosures, Unit holders will be required to provide certain information such as that relating to their country of tax residence and their relevant taxpayer identification number (if applicable).

The CRS regime takes effect from 1 July 2017, with the first exchange of information to occur in 2018.
9

Summary of Material Documents

9.1 Fund Constitution
The Fund’s Constitution is dated March 4th, 2016 and has been lodged with ASIC. The Responsible Entity and Unitholders are bound by the Constitution. The Constitution sets out the rights and obligations of the Unitholders and the Responsible Entity. The Constitution incorporates certain requirements of ASIC as set out in a ASIC Relief Instrument which was obtained by the Responsible Entity in order to operate the Fund in the manner contemplated by this Part A PDS. The statements in this Part A PDS only provide a summary of some (and not all) of the provisions of the Constitution. Investors may inspect a copy of the Constitution and ASIC Relief Instrument at our registered office at any time between 9.00am and 5.00 pm (AEST) Monday to Friday (excluding public holidays). We may change the Constitution in accordance with the Corporations Act.

1. Management
The Responsible Entity has the powers and duties set out in the Constitution to control manage and supervise the property of the Fund unless otherwise expressly provided in the Constitution. The Responsible Entity must act in accordance with the Corporations Act, the Constitution and general trust law at all times.

2. Units and Unitholders’ Rights and Restrictions
The Responsible Entity may create and issue different classes of Units including the Cash Units, and classes of Project Units that relate to specific assets of the Fund.

Unitholders may transfer Units in the form approved by the Responsible Entity with the transfer not effective until registered by the Responsible Entity who may refuse to transfer any interest without giving any reason for the refusal.

Unitholders must hold a minimum of 100 Cash Units in order to be eligible to remain a registered Unitholder of the Fund. The holding of Cash Units give the “right” to participate in an application in a Project. No Project Units will be issued to an Investor unless that Investor has at least 100 Cash Units.

Each class of Units in the Fund confers on the Unitholder of that class an equal beneficial interest in the assets of that class. However, Units do not entitle the Unitholders to:

- interfere with the rights or powers of the Responsible Entity (or its officers or agents) in its dealings with the Fund or any asset of the Fund;
- exercise any rights, powers or privileges in respect of any assets of the Fund; or
- any other interest in any particular asset of the Fund.

3. Applications
Each application for Units must be made in the form approved by the Responsible Entity and the Responsible Entity may reject an application without giving a reason for doing so and has the power to set minimum application amounts. Application monies, upon receipt, if required by law, will be held in an application monies account at an Australian bank in the name of the Responsible Entity. The monies do not become the monies of the Fund until Units are issued to Unitholders.

4. Redemption
Project Units cannot be redeemed unless the Responsible Entity in its absolute discretion notifies the Unitholders in writing that they may redeem their Units. Cash Units can be redeemed on a monthly basis. A Unitholder may not withdraw a redemption request unless the Responsible Entity agrees. The Responsible Entity may deduct sums owed by the Unitholder prior to paying redemption money.

5. Valuation
The Responsible Entity may cause an asset to be revalued at any time and must do so as required under the Corporations Act. Details of the Responsible Entity’s valuation policy in relation to a Project is set out in the relevant Project Part B PDS.

6. Income and Capital Distributions
The Constitution regulates how and when the Responsible Entity will make distributions of income and capital. The provisions are described section 7 of this PDS.

7. Powers of the Responsible Entity
The Constitution gives the Responsible Entity all the powers in respect of the Fund that is possible under the law as though it was the owner of the Fund’s assets and acting in its personal capacity. Such powers include powers to borrow money, grant security and incur liabilities, and investment powers to acquire and dispose of property and rights in its absolute discretion. The Responsible Entity also has the power of delegation.

8. Retirement of the Responsible Entity
The Responsible Entity may retire as responsible entity of the Fund if it complies with the procedures set out in section 601FL of the Corporations Act. At the time of retirement the Responsible Entity is generally released from all obligations of the Fund.

9. Removal of Responsible Entity
Subject to the Corporations Act, the Responsible Entity may be removed if an extraordinary resolution is approved by Unitholders.

The Responsible Entity is immediately entitled to the following fees if Unitholders propose to put a resolution for the removal or proposed removal of Open Corp
Funds Management Ltd as responsible entity, or any court proceeding is commenced seeking the removal or replacement of Open Corp Funds Management Ltd as responsible entity (Specified Event):

- a development management fee of 3.5% of the aggregate amount of gross realisable value (inclusive of GST) for any and all units, lots, titles or parts of any Real Property or Asset of a Project which are subject to unconditional contracts of sale but have not yet settled as at the date of the Specified Event;
- a construction management fee of 3.5% of forecast gross proceeds as determined by the Responsible Entity and disclosed to Project Unitholders in the last monthly update provided to Investors (see section 8.8) immediately preceding the Specified Event, less any monthly instalment amounts of the construction management fee previously paid; and
- a performance fee, which will be calculated pursuant to the formula in the Constitution but by dividing the amount of the most recent forecast performance fee determined by the Responsible Entity and disclosed to Project Unitholders in the investor monthly update immediately preceding the Specified Event by the forecast Project period (in months) in that investor monthly update and multiplying the amount calculated by the number of months that have elapsed from the commencement of the Project up to and including the month in which the Specified Event occurs (provided no performance fee will be payable if the amount calculated pursuant to that formula is zero or a negative amount).

The above fees will be deemed to be due and payable to Open Corp Funds Management Ltd immediately upon the occurrence of the Specified Event.

10. Notices

Notices to Unitholders are required to be in writing. Notices by Unitholders to the Responsible Entity must also be in writing which is effective from the time of receipt.

11. Meetings

The Responsible Entity may at any time convene a meeting of Unitholders of the Fund as a whole (i.e. where a matter concerns all Unitholders of the Fund) or a particular class of Units (i.e. where a matter concerns Unitholders of the Cash Class or Project Units relating to a particular Project Class) and must do so if and in the manner required under the Corporations Act and the ASIC Relief Instrument.

The quorum for a meeting is two Unitholders present or by proxy together holding at least 10% of all Units either in a class of Units if a meeting relates to the Cash Class or a specific class of Project Units of a Project or all Units of the Fund if a meeting relates to the Fund generally. The Responsible Entity may appoint a Chairman and decide on the location and manner under which the meeting is conducted. Voting is by show of hands, and on a poll, one vote for each Unit held by the Unitholder. A Unitholder may be represented at a meeting by a proxy.

12. Rights and Liabilities of the Responsible Entity

The Responsible Entity may hold Units in the Fund and deal with itself in any capacity subject to Corporations Act requirements. The Responsible Entity may rely on the advice of experts. The Responsible Entity is entitled to be indemnified out of the assets of the Fund for any liability incurred by it in properly performing or exercising any of its duties in relation to the Fund.

13. Liability of Unitholders

The liability of a Unitholder is limited to the amount (if any) which remains unpaid in relation to the Unitholder’s subscription for their Units.

14. Remuneration of the Responsible Entity

The Responsible Entity is entitled to the following maximum fees in relation to the Fund:

- Contribution Fee of up to four percent (4%) of the application money for Units;
- Site identification and due diligence fee of up to two percent (2%) of the GST inclusive purchase price of each Real Property purchased as part of a Project;
- Development management fee of up to three and a half percent (3.5%) of the gross proceeds (inclusive of GST) received by the Responsible Entity from any sale or transfer of any real property asset that the Responsible Entity provides development management services in relation to, including arranging and managing the budgeting, financing, marketing and sales activities relating to the Project;
- Construction management fee, paid in monthly instalments, of up to three and a half percent (3.5%) of the gross proceeds (inclusive of GST) received by the Responsible Entity from any sale or transfer of any real property asset that the Responsible Entity provides construction works in relation to, including the design, development and authority approvals and appointment and supervision of contractors relating to the Project;
- Debt arrangement fee of up to one and half percent (1.5%) of the total debt arranged to fund the purchase of any Asset of a Project payable upon drawdown of the debt;
- Performance fee in respect of the return on equity performance of a Project in accordance with the formula contained in the Constitution; and
- Where a Specified Event occurs, the fees summarised in paragraph 9 above.

The Responsible Entity is also entitled to reimbursement of expenses properly incurred in connection with the Fund.

Where any of the above fees relates to a taxable supply the Responsible Entity is likely to be entitled to an additional amount on account of GST equal to the Responsible Entity’s GST liability.

The Responsible Entity may waive fees or defer the payment of any fees for recoupment in future periods or elect to be issued Units in lieu of cash payment.
15. **Duration of the Fund and each Project**

The Fund will terminate on the earliest of:

- the date specified by the Responsible Entity as the date of termination of the Fund in a notice given to Unitholders; or
- the date on which the Fund terminates in accordance with another provision of the Constitution or by law. For instance, by extraordinary resolution of Unitholders.

No Units may be issued or redeemed after the 80th anniversary of the Fund’s commencement date unless that issue or redemption would not offend the rule against perpetuities, or any other rule of law or equity.

Each Project will wind up as described in the relevant Part B PDS. Typically this will be when the Project is concluded (as set out in the relevant Part B PDS) at which time the relevant Project Units will be redeemed and cancelled and that class of Project Units will cease to exist. Otherwise, the Project Unitholders of the Project may by extraordinary resolution require the Responsible Entity to wind up the Project.

16. **Procedure on Termination**

Following termination of the Fund the Responsible Entity must realise any remaining assets within two years of the termination date, if practical. The net proceeds, after making allowance for all liabilities and meeting all expenses, must be distributed pro-rata to Unitholders according to the number and class of Units they hold.

---

9.2 **Custody Agreement**

The Responsible Entity has entered into a Custody Agreement with Sandhurst Trustees Limited (Custodian). The Custodian will hold Fund assets (see description on page 30) in compliance with the Corporations Act and relevant ASIC policy. The Responsible Entity indemnifies the Custodian for any loss, expenses or damage incurred or suffered by the Custodian relating to holding the Fund assets in accordance with the agreement. The Custodian indemnifies the Responsible Entity for any loss, s or damage incurred or suffered by the Responsible Entity that directly arises from the fraud, willful default or gross negligence of the Custodian.

If instructed to do so by the Responsible Entity, the Custodian will enter into contracts relating to the Fund assets held by the Custodian and otherwise act on the proper instructions of the Responsible Entity.

The Custodian is not responsible for the operation of the Fund and has no liability or responsibility for protecting the interests of Investors. The Custody Agreement continues until terminated with either party being able to terminate the agreement on 60 business days’ written notice, unless otherwise agreed between the parties. The Custody Agreement will terminate immediately in certain circumstances including in the event of an unremedied breach of the Custody Agreement.
Glossary

The following terms and abbreviations used in this Part A PDS have the following meaning:

**Term**

**Meaning**

**AFSL**
Australian Financial Services Licence.

**Application Form**
The Application Form which applicants are required to complete and lodge to subscribe for an interest in the Cash Units.

**ARSN**
Australian Registered Scheme Number.

**ASIC**
Australian Securities and Investment Commission.

**Cash Units**
Units that are in the Cash Class of Units in the Fund issued in accordance with this Part A PDS.

**Compliance Plan**
The compliance plan for the Fund, dated January 25th, 2016, lodged with ASIC and as amended from time to time, including on 4 April 2018. It contains details of the compliance arrangements of the Fund.

**Constitution**
The constitution of the Fund, dated March 4th, 2016, lodged with ASIC and as amended from time to time, including on 4 April 2018. It contains the details of the rights and responsibilities of the Responsible Entity and Unitholders.

**Corporations Act**
The Corporations Act 2001 (Cth).

**Custodian**
Sandhurst Trustees Limited (ACN 004 030 737).

**Directors**
The Directors of the Responsible Entity of the Fund.

**FATCA**
United States of America Foreign Account Tax Compliance Act.

**Fund**
Open Access Fund (ARSN 610 925 687), a registered management investment scheme.

**GST**
Goods and Services Tax.

**Investor(s)**
Any person that applies for or hold Units in the Fund.

**Offer**
The offer to invest in Cash Units as set out in this Part A PDS or an offer of Project Units as set out in the Part B PDS for each Project.

**Offer Closing Date**
The end of the Offer period in respect of Cash Units as determined by the Responsible Entity.

**OpenCorp Group**
Open Corp Funds Management Pty Ltd ACN 154 921 730 and all of its related entities.

**Part A PDS**
This document, together with any supplementary PDS that amends this Part A PDS.

**Part B PDS**
A PDS for a Project that, together with this Part A PDS, comprises the PDS for the offer of Project Units under that Part B PDS, together with any supplementary PDS that amends the Part B PDS.

**Project**
A property asset investment opportunity of the Fund established by the creation of a separate class of Project Units that relates to that particular investment opportunity as described in a Part B PDS.

**Project Unit**
A Unit in the Fund specific to a Project, entitling the Unitholder to a share in the assets of and distributions from the Project and to vote on all matters requiring a vote by Unitholders in the Project.

**Responsible Entity**
Open Corp Funds Management Ltd (ACN 154 921 730) as responsible entity of the Fund (also referred to as we, us and our)

**Unit**
A unit in the Fund, including Cash Units and Project Units

**Unitholder(s)**
A holder of Units in the Fund

**Withdrawal Offer**
A limited withdrawal offer for a class of Units in the Fund made at the sole discretion of the Responsible Entity.
11

Directory

Responsible Entity
Open Corp Funds Management Ltd
ACN 154 921 730
AFLS No: 417371
Suite 15, 622 Ferntree Gully Road,
Wheelers Hill VIC 3150
1300 649 564
www.opencorp.com.au

Directors of the Responsible Entity
Matthew Lewison
Allister Lewison
Cameron McLellan

Lawyers
Madgwicks Lawyers
Level 33, 140 William Street,
Melbourne VIC 3000
03 9242 4744
www.madgwicks.com.au

Custodian
Sandhurst Trustees Limited
Level 5, 120 Harbour Esplanade,
Docklands VIC 3008
1800 803 173
www.sandhursttrustees.com.au

Auditor/Compliance Plan Auditor
Moore Stephens Audit (Vic)
Level 18, 530 Collins Street,
Melbourne VIC 3000
(03) 9608 0100
www.moorestephens.com.au
12

Application Form
Open Access Fund

Instructions

- Please read in full the Part A PDS for Cash Units.
- Please use BLOCK LETTERS and BLACK PEN.
- Australian law now requires that we identify investors new to Open Corp Funds Management Ltd. Such investors will need to complete all sections of the form. You will also need to provide certain documents.
- Most investors quote their Tax File Number (TFN) or an exemption code. It is not an offence to choose not to quote your TFN or exemption. However, if you do not provide your TFN or exemption, this may delay your application and in any case we must withhold an amount at the highest marginal tax rate plus Medicare Levy from any distribution to you.
- Follow instructions to complete this Application Form at end of this form.

SECTION 1 – APPLICATION FOR CASH UNITS

I/We apply to invest $__________ for Cash Units in the Open Access Fund (ARSN 610 925 687)

☐ Electronic Funds Transfer - please email a copy of your EFT remittance to us at investorcomms@opencorp.com.au.

Funds should be deposited to the following account:

Financial Institution: Bendigo Bank
Account Name: Sandhurst Trustees Ltd ACF Open Access Fund- Application Account
BSB: 633-000
Account: 156 943 581

Please use your surname as the reference ID in the description field of your remittance.

OR

☐ Cheque - Cheques are to be made payable to: Open Access Fund Application Account.

The name of the account that the cheque is drawn on must have the same name or have a reasonable association with the name of the investor. For a company the cheque must be signed by an authorised signatory of the company which should be the same person as the company director named in this application. This will avoid any delays. Please note: We do not accept cash or money orders.

Name of account in which cheque is drawn: ____________________________

Cheque no: ____________________________

BSB no. ____________________________ Account no. ____________________________

Cheque amount (AUD): $__________

Name of Financial Institution in which cheque is drawn: ____________________________

We reserve the right to refuse any application in whole or part and need not give reasons. In an event that your application is refused refunds will be deposited to the nominated account in Section 6 of this form.
SECTION 2 – INVESTOR TYPE

Please mark (X) the appropriate box to indicate who is making the investment. Individual investor(s) go to section 3.

Investing Entity Type:  
- Trust  
- Sole Trader  
- Self-Managed Super Fund  
- Partnership  
- Company  
- Individual (go to section 3)

Name of Investing Entity (if not an individual)

All beneficiaries of a trust/trustees/directors/shareholders that are beneficial owners must include their details in Section 3 of this application. If there are more than two please print and complete an additional form. 100 points ID in Section 4 is only required for ONE trustee.

ABN of Investing Entity

TFN of Investing Entity

SECTION 2A CORPORATE TRUSTEES

Name of Corporate Trustee (Trust/SMSF only)

ABN or ACN (or exemption category)

SECTION 3 – APPLICANTS DETAILS (INDIVIDUALS/TRUSTEES/DIRECTORS)

If there are more than two (2) applicants, please print and complete an additional form.

Applicant 1:  
- Individual  
- Trustee  
- Director  
- Beneficial owners (beneficial owner means an individual who owns or controls (directly or indirectly) the reporting entity)

Given names (as it appears on Primary ID document)

Surname

Date of birth (DD/MM/YYYY)

Are you an Australian Resident for Tax purposes?  
- Yes  
- No

Please provide details:

TFN  
(For individual investors only)

Residential address (must not be a PO Box)

State  
Postcode
## SECTION 3A – APPLICANTS DETAILS

**Applicant 2:**
- [ ] Individual
- [ ] Trustee
- [ ] Director
- [ ] Beneficial owners

*(beneficial owner means an individual who owns or controls (directly or indirectly) the reporting entity)*

<table>
<thead>
<tr>
<th>Given names (as it appears on Primary ID document)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Surname</th>
<th>Date of birth (DD/MM/YYYY)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Are you an Australian Resident for Tax purposes?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please provide details:

<table>
<thead>
<tr>
<th>TFN</th>
<th>(For individual investors only)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Residential address (must not be a PO Box)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State</th>
<th>Postcode</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SECTION 4 – PROOF OF IDENTIFICATION
(REQUIRED FOR ALL INDIVIDUAL APPLICANTS NAMED ON THIS FORM)

Read this form and attach certified copies. Documents can be certified by a lawyer, JP, or Notary Public (do not send original ID). We will not be responsible for any loss or damage if originals are sent. A minimum of 100 points of ID must accompany this application. You must supply at least ONE (1) Primary Document in your 100 points. Documents issued outside of

Tick appropriate box

| IDENTIFICATION DOCUMENTS – 100 point checklist (All applicants) |  |
| Primary Document – You must supply at least ONE Primary Document | Points |
| Driver’s licence | 40 |
| Australian Passport (current or expired last 2 years but not cancelled) | 70 |
| Foreign Passport (must be current) | 70 |
| Any ID card issued by the Australian Government (must be photo ID) | 40 |

Secondary Document(s)

| | |
| Department of Veterans Affairs (DVA) card | 40 |
| Birth Certificate | 25 |
| Bank Statement | 25 |
| Taxation Assessment | 25 |
| Australian Mortgage Documents | 25 |
| Credit Card or Bank Card (not expired) | 25 |
| Utility Bill (electricity, water, gas, etc. not more than 12 months old) | 20 |
| Medicare or Private health care card | 25 |

Total Points Provided (minimum 100) |

SECTION 4A – ADDITIONAL VERIFICATION DOCUMENTS

IDENTIFICATION DOCUMENTS FOR TRUST/SMSF

| | |
| An original or certified copy or certified extract of the trust deed | |
| A copy or relevant extract of the Trust/SMSF registration | |

IDENTIFICATION DOCUMENTS FOR A COMPANY

| | |
| An original or certified copy of the certificate of registration issued by ASIC | |

If you are lodging this application through a financial adviser, you may provide a certified copy with your application OR have your adviser sight an original or certified copy of your documents and request an Adviser Record of Verification form from us.

Please note that we CANNOT process your application unless the information requested in this form has been provided.
Please enter all relevant contact details, including your daytime telephone number, in case we need to contact you in relation to your application. Unless you indicate otherwise, all correspondence in relation to this investment will be sent to the nominated email address.

Email address

Mailing address (if different from residential address in Section 3)

Mobile phone number  Work phone number

Alternate contact phone/email (if applicable)

SECTION 6 – BANK ACCOUNT DETAILS

Please provide your banking details here. The details you provide here is the account you wish the Fund to deposit monies payable. The account name must be in the name or a name associated with the investing entity in section 2 or 2A, or in the Individual(s) name in section 3 and 3A. Payments will only be made electronically.

Account name

Name of financial institution

BSB no.  Account no.

☐ I/We confirm that the account details provided is the account we wish the Fund to deposit monies payable.

SECTION 7 – GENERAL AUTHORITY

By completing this Application Form you agree and give the Responsible Entity a general authority to redeem all or some of your Cash Units (other than the 100 minimum Cash Units that you must retain) and to apply the proceeds to an application for Project Units in a Project of the Fund, provided the Responsible Entity gives you a 14 day period within which you may cancel that application. See page 15 of the Part APDS for further details.

☐ Tick this box if you do not wish to give the Responsible Entity the above general authority. [You will still be offered the opportunity to invest into Projects that you select.]
I/We do not wish to have distributions re-invested as additional Cash Units in the Open Access Fund and request distributions to be paid into the account above.

*If a preference is not indicated distributions will automatically be re-invested as additional Cash Units. There are no fees or transaction costs payable to re-invest.

SECTION 9 – DECLARATION AND AUTHORISATION

You are agreeing to some important things, and you should read this part carefully.

By completing this Application Form:

- I/we declare that I/we am/are not minor(s) or insolvent nor do I/we suffer from any legal disability preventing me/us from applying for units.
- I/we acknowledge that an investment in the Fund is subject to investment risks including the possible loss of capital invested. I/we acknowledge that neither the Responsible Entity nor any of its related entities or affiliates, nor any other person, does in any way stand behind or guarantee the repayment of capital from the Fund, the investment performance of the Fund or any particular rate of return.
- I/we acknowledge that if the PDS contains forecasts they are based on assumptions that the Responsible Entity considers to be appropriate at the time of preparing the PDS.
- I/we acknowledge that any assumptions and therefore any forecasts are subject to factors which are outside the control of the Responsible Entity or which are not predictable on a reliable basis and that actual results may vary materially from the forecasts.
- I/we declare that I/we have received, read in full and understood the PDS to which this Application Form is attached and have had the opportunity to seek independent advice.

- I/we declare that, if an electronic application form has been obtained, an electronic copy or a print out of the PDS has also been obtained.
- I/we acknowledge that the Responsible Entity is entitled to accept or reject this application in whole or in part.
- I/we accept and agree to be bound by all the terms and conditions of this Offer as set out in the PDS and the terms and conditions of the Constitution as amended.
- I/we acknowledge that I/we cannot withdraw my/our application except if the Responsible Entity consents (which it is not required to do).

You are also telling us that the information given to us:

- is TRUE and CORRECT;
- if about another person, has been provided under any necessary authority;
- may be used in connection with any of the actual or potential provision of products or services from us or any agent in any capacity; and
- can be used as our privacy policy allows and as law allows or requires (such as under anti-money laundering and counter terrorism financing laws).

It can be a criminal offence to (amongst other things) knowingly provide:

- false or misleading information on this form; or
- false documents in support of any information on this form.
I/we declare that the applicant(s) is not a US Citizen or US tax resident, nor a company trust, partnership or estate in which a US citizen or US tax resident has a substantial or controlling interest.

This form should be signed by the applicant(s), if signed by the applicant’s attorney, the power of attorney must have been previously noted by the registry or a certified copy of the power of attorney must be attached to this form.

Dated on the day of ,

Applicant 1
Name
Signature

Applicant 2
Name
Signature

Return the completed Application Form and any necessary identification documents with your payment to:

Open Access Fund
C/O - OpenCorp Funds Management Ltd
PO Box 5266. Brandon Park
Vic 3150, Australia

INSTRUCTIONS ON CORRECT FORMS OF REGISTRABLE TITLE

<table>
<thead>
<tr>
<th>Investor type</th>
<th>Relevant section</th>
<th>Who would sign</th>
<th>Example of correct form of Registration Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Individual</td>
<td>3</td>
<td>Individual</td>
<td>John David Smith</td>
</tr>
<tr>
<td>J - Joint Individuals</td>
<td>3 &amp; 3A</td>
<td>Both Individual</td>
<td>John David Smith and Jane Diane Smith</td>
</tr>
<tr>
<td>C - Company</td>
<td>2</td>
<td>two directors</td>
<td>Australia Company Pty Ltd</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a director and company secretary or</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>if the company has a sole director/secretary, by that person or a representative authorised by the company</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Companies can also sign under power of attorney</td>
<td></td>
</tr>
</tbody>
</table>

SMSF's
Individual trustee(s) | 3 | If more than one trustee, all trustees should supply their details and sign | John David Smith and Jane Diane Smith ATF the Smith Superannuation Fund |

Corporate Trustee | 2A | See 'Company who would sign' | Australia Company Pty Ltd ATF the Smith Superannuation Fund |

T - Trust
Individual Trustee(s) | 2 | If more than one trustee, all trustees should supply their details and sign | John David Smith ATF Smith Family Investment Trust |

Corporate Trustee | 2A | See 'Company investor above' | Australia Company Pty Ltd ATF Smith Family Investment Trust |

If you have any questions about the information required on this form please contact us at 1300 649 564