



CFMG Land and Opportunity Fund

ARSN 602 610 006

Product Disclosure Statement

Issued by CFMG Equity and Income Funds Limited ACN 112 753 876

This is an important document and should be read in its entirety.
If you do not understand any part of this document you should consult your professional adviser.

Important Information

Offer

This Product Disclosure Statement (PDS) provides information concerning an offer (Offer) of Units in the CFMG Land and Opportunity Fund ARSN 602 610 006 (Trust). The Trust is a unit trust and also, for the purposes of the Corporations Act 2001 (Cth) (Act), a registered managed investment scheme. CFMG Equity and Income Funds Limited ACN 112 753 876 (Responsible Entity), the holder of Australian Financial Services Licence (AFSL) no. 291390, is the responsible entity of the Trust and the issuer of this PDS.

The Responsible Entity is also the issuer of each Supplementary Product Disclosure Statement (SPDS) which relate to the offer of a specific class of Units (Class) and provides information on the rights and obligations attaching to the Units in that Class.

The information contained in this PDS has been prepared as of 1st June 2023. Neither the delivery of this PDS nor any offer or issue of the Units implies or should be relied upon as a representation or warranty that there has been or will be no change since that date in the affairs or financial condition of the Trust, or that the information contained in this PDS remains correct at, or at any time after, that date.

Investors to conduct own investigation and analysis

The purpose of this PDS is to provide you with general information concerning the Trust and the Responsible Entity, to assist you in deciding whether to invest in the Trust and should be read in its entirety. This PDS is not to be considered as a recommendation by us or any of our officers, employees, agents or advisers that you invest in Units, or that an investment in the Trust is a suitable investment for you.

You should conduct and rely upon your own investigation and analysis of the information in this PDS and other matters that may be relevant to you in considering whether to acquire the Units. In considering an investment in Units you must make, and will be taken to have made, your own independent investigation and analysis of the information in this PDS. Independent expert advice (including from your accountant, lawyer or other professional adviser) should be sought before making a decision to invest in Units.

Custodian

The custodian of the Trust is The Trust Company (Australia) Limited ACN 000 000 993 (Custodian). The Custodian is not the issuer of this PDS and makes no representations as to, and takes no responsibility for, the accuracy or truth of any statement or omission from any part of this PDS.

ASIC

ASIC as the regulator makes no statement nor does it endorse any statement made in this PDS. The use of the name ASIC should not be construed as an endorsement of any offer.

Capital and investment returns are not guaranteed

An investment in the Trust is an investment in a registered managed investment scheme. An investment in the Trust is not a bank deposit, bank security, bank liability and is subject to investment risk, including the loss of, or delays in the payment of, income or capital.

Neither the Responsible Entity, the Custodian, their respective bodies corporate nor any of their respective officers, employees, agents or advisers guarantee the performance or success of the Trust, the repayment of capital or any particular rate of capital or income return. Investments in the Trust are not guaranteed or underwritten by the Responsible Entity, our related bodies corporate or any of our directors or officers.

In particular, some of the risks involved with an investment in the Trust are considered in section 4.

Reliance on PDS only

No person is authorised by us to give any information or to make any representation concerning the Responsible Entity, Trust or the units other than as contained in this PDS or in any Updated Information provided by us and, if given, that information cannot be relied upon as having been authorised by us.

The issue of this PDS is authorised solely by us and none of our subsidiaries or related bodies corporate are responsible for any statement or information contained in this PDS.

Accuracy of forecasts

All forecasts in this PDS are for illustrative purposes only, using the assumptions described in this document. Actual results may be materially affected by changes in economic and other circumstances. The reliance that you place upon the forecasts is a matter for your own commercial judgment. No representation or warranty is made that any forecast, assumption or estimate contained in this PDS should or will be achieved. Past performance should not be relied upon as indicative of future performance.

Speculative investment and liquidity not guaranteed

An investment in Units is to be considered speculative. Liquidity in the Units generally cannot be guaranteed and any offer for sale of Units must be made in accordance with the Constitution. Units offered under this PDS, when issued, will not be listed on any stock exchange.

PDS available electronically

An Offer is able to be accepted by persons who are residents of Australia. This PDS can be requested in electronic form by contacting us by email at investorrelations@cfmgcapital.com.au. Any person reviewing the PDS electronically may request a paper copy of the PDS from us free of charge.

The Application Form attached to each SPDS contains a declaration that you have personally received the complete and unaltered PDS and applicable SPDS prior to completing the Application Form. You should read the PDS and the applicable SPDS in its entirety before completing the Application Form.

No financial product advice

The information contained in this PDS is general information only and does not take into account your individual objectives, financial situation or needs. You should review this PDS carefully and assess whether the information is appropriate for you and talk to a financial adviser before making an investment decision.

Investors to provide further information

Further information may be required from you from time to time to comply with our obligations under various legislation, including the *Anti Money Laundering & Counter Terrorism Financing Act 2006* (Cth) (AML/CTF Act), the United States of America Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standards (CRS). By applying for units under this PDS, you undertake to provide us with all additional information and assistance that we may reasonably require. We reserve the right to apply our absolute discretion and without notice, to take any action we consider appropriate including blocking or delaying transactions or refusing to provide services to comply with our legislative obligations, including under the AML/CTF Act.

Further, if requested, you agree, and it is a condition of the issue of units, to provide certain information required by us or the Custodian in order to comply with any applicable law, including FATCA and CRS.

Privacy Act

Please read the privacy statement in section 9.11. By signing and returning the Application Form you consent to the matters outlined in that statement.

Other jurisdictions

This PDS does not constitute an offer or invitation to subscribe for Units in any jurisdiction where, or to any person to whom, it would not be lawful to make an offer. If you are located outside Australia you should comply with all laws of the relevant jurisdiction applicable to an application for Units.

Definitions, illustrations and currency

Defined terms and abbreviations used in this PDS are explained in the Glossary. The assets depicted in photographs in this PDS are for indicative purposes only and are not assets of the Trust unless otherwise noted.

All references in this PDS to '\$' are references to Australian dollars unless stated otherwise.

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Contact Details

Website	www.cfmcapital.com.au
Email	investorrelations@cfmcapital.com.au
Phone	1800 155 526
Postal	PO Box 663 Fortitude Valley, QLD 4006

Key features

Minimum transaction and balance requirements		PDS section
Investment term	The investment term will be disclosed in each Supplementary PDS (SPDS) as each investment is linked to a specific development.	Sections 1 and 7
Minimum investment	\$25,000	
Applications	Applications must be accompanied by cheque or EFT payment of the application money to be eligible for acceptance. The Responsible Entity reserves the right to refuse any application without providing a reason.	
Withdrawals	Withdrawals are not permitted. The investment is for the term of the underlying investment as specified in each SPDS. Investors are permitted to transfer their Units.	
Fees and other costs		
Contribution fee	Nil	Section 5
Withdrawal fee	Nil	
Asset identification, fund raising and structuring fee	Up to 4.4% of the funds raised by the issue of Units in the Trust.	
Management Fee	1.1% per annum of the funds invested in the Trust.	
Anticipated administration costs	0.55% per annum of the funds invested in the Trust.	
Removal fee	A fee of up to 5.5% of the value of the Trust’s assets would be payable where the Responsible Entity is removed for reasons other than properly performing its duties.	
ASIC benchmarks and disclosure principles		
Benchmarks	ASIC has developed eight ‘Benchmarks’ and eight ‘Disclosure Principles’ for mortgage funds to assist investors in understanding the risks involved with investing and whether these type of investments are suitable for them. Full details of the current ‘Benchmarks’ are available at www.asic.com.au .	Section 3
Distribution payments		
Frequency	Once (for each Class), subject to availability, upon redemption of Units at the end of the applicable Class term.	Section 9.5
Payment Method	Paid electronically to nominated Australian bank account.	
Investor reporting		
Statements	We issue quarterly periodic statements as at 31 March, 30 June, 30 September and 31 December.	Section 7.6

Letter to investors

Dear Investor,

I have pleasure in offering you the opportunity to invest in the CFMG Land and Opportunity Fund (Trust).

The Trust is an unlisted registered managed investment scheme which will invest in financing the development of residential real property sites that meet certain criteria as determined by the Responsible Entity (each a **Property Development**).

While the specific features of each site will be detailed in a supplementary product disclosure statement (**Supplementary PDS or SPDS**) applicable to the particular site, the following general criteria shall be used to identify each targeted **Property Development**:

- Proximity to a major capital city;
- Population growth and demographics of the locality;
- Proximity to existing and proposed competing land estates (particularly master planned communities);
- Proximity to key planned infrastructure projects;
- Employment opportunities;
- Lifestyle choices including schools, family security, transportation and recreation; and
- Purchase price equal to, or less than, an independent valuation.

The Offer

This PDS sets out the general terms which apply to all Offers of Units in the Trust. Subject to the terms of the Constitution, the Responsible Entity will issue a different class or subclass of Units (**Class**) and a SPDS for each **Property Development** pursuant to a subscription agreement or loan agreement. There may be different subclasses of each class of Units within each **Property Development**. Each SPDS will contain specific terms of a particular Offer (and an Offer will only relate to financing a particular **Property Development**) including a summary of the key terms of the subscription agreement.

A special purpose development company (**SPV Developer**) will be established in relation to each **Property Development** and the Trust will invest in financing the **Property Development** via the SPV Developer by entering in to a loan agreement with the SPV Developer or by subscribing for interest bearing securities in the SPV Developer.

Upon reaching the minimum subscription target for a specific Offer, the SPV Developer will be lent the funds raised from that Offer and in exchange the SPV Developer will issue the form of security as disclosed in the relevant SPDS to the Trust. The form of securities issued by the relevant SPV Developer (amongst other specific terms relating to that Offer) are disclosed in the relevant SPDS.

Unitholders of a particular Class will have an interest in the benefit of the relevant securities or loan agreement asset held by the Custodian on behalf of the Trust.

Each Class shall be issued with a term of up to five (5) years with one lump sum distribution payable (subject to availability) at the end of the term that Class (i.e. upon redemption of those Units).

Management

The Responsible Entity is an unlisted public company that holds Australian Financial Services Licence (AFSL) No.291390 issued by ASIC.

The AFSL enables the Responsible Entity to act as the responsible entity and trustee of the CFMG Land and Opportunity Fund and to manage the day to day activities of the Trust in accordance with its AFSL, the Corporations Act, the Constitution and the Compliance Plan.

The Board and the management team of the Responsible Entity have significant experience in banking, finance, property development, accounting, taxation and general management.

I encourage you to carefully consider the terms of an Offer by reading this Product Disclosure Statement and the relevant Supplementary Product Disclosure Statement in their entirety before you apply for Units.

Yours faithfully,



Jason Matigian
Director

CFMG Equity and Income Funds Limited

1. The Trust at a glance

Feature	Description	PDS section
INVESTMENT STRATEGY, RESPONSIBLE ENTITY AND CUSTODIAN		
Investment strategy	<p>To invest in financing the development of residential real property sites that meet certain criteria as determined by the Responsible Entity (each a Property Development).</p> <p>We maintain and comply with a written policy which sets out the general selection criteria which we use to identify each targeted Property Development (Selection Criteria Policy), summarised below:</p> <ul style="list-style-type: none"> • Proximity to a major capital city; • Population growth and demographics of the locality; • Proximity to existing and proposed competing land estates (particularly master planned communities); • Proximity to key planned infrastructure projects; • Employment opportunities; • Lifestyle choices including schools, family security, transportation and recreation; and • Purchase price equal to, or less than, an independent valuation. <p>We will issue a separate SPDS in relation to financing each Property Development.</p>	SPDS
Responsible Entity	CFMG Equity and Income Funds Limited	Section 2
Custodian	The Trust Company (Australia) Limited	Section 9.20
TRUST STRUCTURE AND OFFER		
Trust structure	The Trust is an unlisted registered managed investment scheme. You can select to invest in financing the specific Property Development(s) which align with your personal objectives, needs and circumstances.	
The Offer	The Trust will make a separate Offer in relation to each proposed Property Development financing. This PDS sets out the general terms that apply to all Offers. The specific terms of a particular Offer are contained in the relevant SPDS including the specific criteria for each Property Development investment.	SPDS
Benefits	<p>The benefits of investing in the Trust include:</p> <ul style="list-style-type: none"> • Unitholders will have a beneficial interest in the form of securities or loan agreement as disclosed in the relevant SPDS issued to the Trust by the SPV Developer. See the relevant SPDS for specific terms of issue including the rate of return; • The experience and track record of the Responsible Entity gained through its role as manager and responsible entity of the Trust which since its inception in November 2016 has, in respect of capital that has fallen due for redemption, returned 100% of the capital invested to investors. However note that past performance should not be relied upon as indicative of future performance. • To keep you informed of the status with your investment, you will receive a quarterly periodic report which will provide you with the latest status with your investment. 	SPDS
Risks	As with any investment, an investment in Units is subject to risk, both of a general nature and specific to property investment.	Section 4

Feature	Description	PDS section
KEY INVESTOR INFORMATION		
Liquidity	The Trust is an illiquid investment and should be considered as a long-term investment. The term of each Property Development investment is disclosed in the applicable SPDS.	Section 3
Scheme borrowing	<p>The Trust will not borrow directly. However, the SPV Developer will borrow funds in order to undertake and complete a Property Development and the Responsible Entity has the power to limit the level of debt undertaken by the SPV Developer. The Responsible Entity will limit secured borrowing by all SPV Developers to a maximum of 70% of the total projected development costs of the relevant Property Development.</p> <p>See the SPDS for specific details about the borrowing arrangements for a Property Development.</p> <p>The SPV Developer will grant a general security in favour of the Trust which ranks behind the secured senior lender pursuant to an agreement (General Security Agreement). In some instances there may be other credit providers (in addition to the secured senior lender) who rank ahead of the Trust. The priority held by the Trust in the relevant SPV Developer will be clearly disclosed in the SPDS.</p>	Section 3 and SPDS
SPV Developer borrowings further explained	<p>Each SPV Developer is likely to enter a three-tiered borrowing structure in respect of a Property Development. This is likely to be structured as follows.</p> <p>The SPV Developer will obtain first ranking debt secured by a first registered mortgage over the Property Development and all other usual security required by a senior lender. This amount will be limited to a maximum of 70% of the value of total projected development costs of the term of the relevant Property Development.</p> <p>The SPV Developer will obtain mezzanine debt from the Trust through the allotment and issue of the form of securities to the Trust or the entry in to a loan agreement with the Trust as disclosed in the relevant SPDS to the Trust which will underlie a specific Offer. The SPV Developer will grant a general security to the Trust under a General Security Agreement to secure the repayment of these funds. This security will rank after the senior debt pursuant to a priority deed.</p> <p>The SPV Developer will obtain third party debt from a third party through the issue and allotment of another class of security in the SPV Developer which may rank ahead of or behind the form of security issued to the Trust.</p> <p>The priority held by the Trust in the relevant SPV Developer will be clearly disclosed in the SPDS.</p>	
Loan portfolio and diversification	Each Offer is for a specific Property Development investment and there is no loan portfolio diversification.	Section 3
Related party transactions	<p>We maintain and comply with a written policy on related party transactions and managing conflicts of interest (Conflict Policy).</p> <p>An SPV Developer will not acquire any Property Development from, or sell any Property Development to, the Responsible Entity or its related parties or associates.</p> <p>Other transactions involving the Trust and the Responsible Entity or its related parties (if any) will be on arm's length terms in accordance with the Conflict Policy.</p>	Section 3
Valuation policy	We maintain and comply with a written valuation policy.	Section 3
Lending principles (loan-to-valuation ratios)	<p>The Trust will not hold mortgage assets.</p> <p>However, to assist applicants assess the Trust, we have included the information above in 'SPV Developer borrowings further explained'.</p>	Section 3

Feature	Description	PDS section
Distribution practices	<p>The relevant SPDS sets out the target minimum return of investing in a Property Development, which is based on the distribution rate of return of the relevant securities issued to the Trust by, or the interest earned under the loan agreement with the SPV Developer.</p> <p>The Responsible Entity does not, and its related parties, associates, officers and employees do not guarantee investors will receive any, or a particular rate of return on their investment.</p> <p>Initial distributions may be paid from subscription monies (or where applicable, loan funds) retained and not advanced to a relevant SPV Developer. These initial distributions will not be funded from the operations of the Trust.</p> <p>Distributions other than any interim distributions will be paid once at the end of the relevant Class term upon the redemption of Units by electronic funds transfer to the Unitholder's nominated Australian bank account.</p> <p>Final distributions to a Class will only be made from realised income.</p>	Section 3 and SPDS
Withdrawal arrangements	<p>Unitholders may not withdraw their investment before the end of the Class term (although transfers are permitted subject to the Constitution at the risk of the Unitholder). The SPDS will disclose the anticipated investment term for the relevant Class.</p> <p>If the relevant securities are not repaid by the end of the relevant term, the Responsible Entity may agree to extend the term for up to 12 months. If at the end of the term (that is not extended) or at the end of the extended term the relevant securities are not repaid, the Trustee will commence recovery proceedings against the relevant SPV Developer.</p>	Sections 3 and 7.5
Taxation and no advice	<p>The likely tax implications of the investment will be disclosed in the relevant SPDS.</p> <p>On the basis that the sole activity and income of the Trust will be the acquisition of interest bearing securities granted by (or interest earned under the loan agreements entered in to with) the SPV Developers, the Trust will qualify as a 'flow through' trust for taxation purposes.</p> <p>The Responsible Entity is not licensed to provide taxation advice and cannot provide advice to specific Unitholders, Unitholders should seek their own advice on the taxation consequence of their investment which takes into account their personal circumstances, from a suitably qualified adviser.</p>	Section 6
Updated key investor information	<p>The key investor information disclosed above will change from time to time. We will disclose updated information as part of our regular reporting process.</p> <p>Changes that are not materially adverse to investors will be published to our website at www.cfmcapital.com.au. You can also obtain updated information by contacting us on 1800 155 526. A paper copy of any updated information is available free on request.</p> <p>We will also send you quarterly investor reports.</p>	Section 9.21
INVESTMENT DETAILS		
Minimum investment and issue price	<p>Applications must be for a minimum investment of \$25,000. The Responsible Entity reserves the right to accept lower amounts.</p> <p>The Responsible Entity anticipates that Units pursuant to each Offer will be issued for \$1.00 each. However, you should refer to the relevant SPDS to confirm the issue price of a particular Class.</p> <p>Units may be issued at the unit value (adjusted for expenses associated with acquiring attributable assets), rather than \$1.00, if the Responsible Entity determines it is in the best interests of Unitholders to do so.</p>	Section 7 and SPDS

Feature	Description	PDS section
Minimum subscription	Refer to the relevant SPDS. An Offer will only proceed if Applications are received for the minimum subscription amount.	SPDS
Application and subscription process	In order to invest you must complete and return the Application Form together with your application money. An Application Form is provided at the end of each SPDS.	SPDS
FEES AND EXPENSES		
Responsible Entity	<p>Management fee</p> <p>We will be paid a management fee of 1.1% per annum of the funds invested in the Trust.</p> <p>The actual amount paid by Unitholders will correspond to the funds invested in Units in the Trust attributable to the relevant Class they hold Units in, in proportion to the number of Units they hold within the particular Class.</p> <p>Anticipated administration costs</p> <p>It is anticipated administration costs for the Trust will be 0.55% per annum of the funds invested in the Trust. We are entitled to be reimbursed for all properly incurred expenses under the Constitution. Expenses will be deducted from the assets of the Trust as and when incurred.</p> <p>Asset identification, fundraising and structuring fee</p> <p>A fee of up to 4.4% of the funds raised by the issue of Units in a Class is payable to the Responsible Entity from the Trust assets attributable to that Class upon the issue of Units. The relevant SPDS will indicate the applicable fee and target subscription amount for the Property Development.</p> <p>Removal fee</p> <p>A fee of up to 5.5% of the value of the Trust assets is payable to us if we are removed other than for failing to properly perform our duties.</p>	Section 5 and SPDS
Reporting to investors	<p>You will receive:</p> <ol style="list-style-type: none"> confirmation of your investment; quarterly reports on the performance of the particular Property Development(s) applicable to the Class(es) you have invested in; an annual tax statement; and annual audited financial statements for the Trust. 	
ADDITIONAL INFORMATION		
Cooling off rights	No cooling off rights apply to an investment in the Trust.	
Labour standards and social, ethical and environmental considerations	While we will not explicitly take into account these factors and do not have a specific methodology for the extent to which these factors are considered, we may take them into account as one of the components considered in evaluating potential Trust investments.	Section 9.7
Complaints	We have a procedure for handling complaints and we are a member of the Australian Financial Complaints Authority (AFCA).	Section 9.10
How to contact us?	Call 1800 155 526 , email investorrelations@cfmgcapital.com.au .	

2. Management of the Trust

The Responsible Entity is an unlisted public company that holds AFSL number 291390 issued by ASIC. The Trust is an unlisted managed investment scheme registered with ASIC.

The AFSL enables the Responsible Entity to act as the responsible entity and trustee of the CFMG Land and Opportunity Fund and to manage the day to day activities of the Trust in accordance with its AFSL, the Corporations Act, the Constitution and the Compliance Plan.

The Board and the management team of the Responsible Entity have significant experience in banking, finance, property development, accounting, taxation and general management.

Board



Scott Watson

Managing Director

Scott is a founding director of both the residential land development and income fund businesses of CFMG Capital.

After five years as a solicitor in private practice advising a wide range of clients including State Government departments, publicly listed and private companies, Scott joined a private development and financial services group where his responsibilities included management of the group's legal requirements and obligations, project management and broad acre acquisitions.

From 2008, Scott has been actively involved in overseeing the governance and compliance obligations in relation to publicly syndicated land development companies.

Scott holds Bachelor degrees in Law and Accountancy, a Graduate Diploma in Urban and Regional Planning and has more than 15 years broad experience in the property development and finance industries.



Jim Frayne

Independent Director

Jim has over 40 years' experience in chartered accountancy in audit and corporate services fields.

Mr Frayne was appointed as a partner of PKF Chartered Accountants and Business Advisers (now BDO Chartered Accountants) in 1983 and from that time headed up the Audit and Assurance Division of PKF Brisbane until his retirement in June 2006.

He is a former director of an ASX listed entity and a member of several Compliance Committees of registered Managed Investment Schemes.

Jason has 15 years experience in the property industry specialising in valuation and real estate advisory. Jason has had a broad range of property experience across all sectors including residential, commercial, retail, industrial, rural, special purpose and mixed use. This broad range of experience has seen Jason and his Valuation Practice (JPM Valuers & Property Consultants) actively providing advice to the public, private and government bodies across Victoria, New South Wales, Queensland and Northern Territory.

Prior to Jason setting up his own valuation practice he held positions with Brisbane Real Estate specialising in site acquisition and Asset Realisation for receivers; and approximately 10 years with Australia's largest valuation and advisory firm Herron Todd White Valuers.

Jason has a strong background in valuation and advisory services and has completed various valuation assignments for due diligence and mortgage security lending purposes. More recently Jason has been working closely with receivers in providing advice on 'Highest & Best Use' analysis and distressed asset workouts.

Jason holds a Bachelor of Applied Science (Property), is a Certified Practising Valuer in Queensland and New South Wales and an Associate member of the Australian Property Institute.



Jason Matigian

Independent Director

Barrie has enjoyed his careers in the private sector and with the Commonwealth and State Governments.

He commenced with the Shell Group of Companies in Brisbane then Sydney and Melbourne which culminated in his appointment as the South Pacific Audit Manager.

Barrie then returned to Brisbane where he held a number of senior positions in the Corporate Affairs Office, including in 1989, his appointment as Director, Corporate Development and Operations.

He held a senior corporate regulatory position from 1991 to 2000 and was awarded the Public Service Medal for outstanding public service.

Barrie has been an active member of CPA Australia and was a Director on the board of CPA Australia for 3 years. Since leaving the public service, he has held board positions on listed and unlisted public companies and not for profit companies. Barrie continues to hold board positions and is the Chairman of a number of Compliance Committees.



Barrie Adams

Independent Director

Senior Management

Senior Management of the Responsible Entity have a strong history in real estate investment and believe the potential exists to gain access to attractive returns available from investments in financing for Property Development with a diversification of the loan portfolio through geography, projects and price points and have access to a positive flow of lending opportunities.

Details of key management and their background and experience are:



Ross Stiles

Independent Director
and Chairman CFMG Capital

During a career spanning more than 40 years, Ross has held a number of senior executive positions with a strong emphasis on the Financial Services sector, particularly with a Property and Real Estate background.

In 1998, Ross was a founding partner and Managing Director of ASX Top 200 company Cromwell Corporation Limited (ASX Code CMW), now known as Cromwell Property Group, and managed and directed the growth of the Company, now one of Australia's largest Real Estate Investment Trusts with a market capitalisation of more than \$2 billion as at 31 December 2017, and total assets under management of \$11.2 billion. Apart from his role of Managing Director at

Cromwell, Ross was Compliance Director and Responsible Manager for the Managed Investment Schemes the company promoted.

Since his retirement from Cromwell Ross has maintained his interest in property, real estate and financial services, and has undertaken a number of residential and industrial land developments in his own right. Ross is a shareholder and director of Brisbane based home building company Arkistruct Pty Ltd. He is actively involved as a shareholder in Xceda Capital Group Limited, which holds controlling interests in Asset Finance Limited (New Zealand) and Xceda Capital Pty Ltd in Australia, both of which hold licences issued by the Reserve Bank of New Zealand and ASIC.



Wayne Hamburger

Independent Director CFMG Capital

Wayne has 18 years lending experience working with various types of loan scenarios and debt structuring. Wayne has held state and national manager positions with finance brokerage and property companies. With experience in corporate governance and compliance as a Responsible Manager across mortgage broking and financial planning. Wayne has had extensive dealings with new land estates throughout Australia. Wayne also teaches Financial Planning and accounting subjects at Swinburne Online University.

Wayne holds a Master of Commerce (Financial Planning/ Strategic Management), Diploma of Financial Services (Finance / Mortgage Broking Management), Advanced Diploma of Financial Services (Financial Planning),

Advanced Diploma of Business (Accounting), Graduate Certificate in Management and Graduate Diploma of Commerce. Wayne is a member of the Mortgage & Finance Association of Australia, Associate Fellow of the Australian Institute of Management and a Justice of the Peace (Qualified).

With close to 15 years experience in management, marketing and strategy development, Andrew brings to the group an in-depth understanding of property and financial services sectors through senior marketing and operations roles at AMP, Devine Limited and Ausbuild.

With significant involvement in the sales, marketing and leasing of in excess of \$2.5 billion worth of residential, retail and commercial property in Queensland, NSW, Victoria and South Australia, Andrew brings expertise throughout a project lifespan from acquisition to final settlements.

Andrew has also worked in large organisations in specialist strategic marketing positions such as Suncorp & Australian Insurance Holdings and holds a Bachelor of Business (Management) specialising in Marketing, Human Resource Management and Industrial Relations and has commenced a Masters Degree in Property Economics.



Andrew Thomson

General Manager

Elio oversees the sales and marketing functions across all aspects of the business.

Elio works closely with Sales Managers in both the land development and investment management departments, while leading the marketing team across both digital and offline, as well as brand development.

A national and international award winning dynamic marketing professional with significant experience in managing brands, products and places – Elio has experience across a range of major organisations in development and asset management such as Aveo Group, Charter Hall, Lend Lease, Stockland and Colonial First State.



Elio Iacutone

National Sales and Marketing Manager

3. ASIC benchmarks & disclosure principles

ASIC has developed eight benchmarks and eight disclosure principles for unlisted mortgage schemes, being schemes which have, or are likely to have, at least 50% of their non-cash assets invested in loans that are secured by a mortgage over real property and/or unlisted mortgage schemes. These benchmarks and disclosure principles are set out in ASIC Regulatory Guide 45 (RG 45).

The benchmarks and disclosure principles are designed to help retail investors to understand the risks, assess the potential rewards and to make an informed investment decision.

For the purpose of helping investors understand and assess the Trust, we consider that the benchmarks and disclosure principles of RG 45 are most appropriate as:

- a. the form of securities likely to be issued by SPV Developers will be entitled to a flat rate of income flowing from the Property Development and will not carry a right to participate in any capital gain
- b. the Property Development will secure borrowings by the SPV Developer from a senior lender;
- c. the SPV Developer will enter a General Security Agreement in favour of the Trust; and
- d. the SPV Developer will borrow unsecured amounts from other third party lenders.

Accordingly, we consider the form of securities likely to be issued by SPV Developers should be properly regarded as debt instruments. As the Trust will be loaning funds to the SPV Developers either by investing in securities to be issued by the SPV Developers or by entering in to loan agreements with SPV Developers we have disclosed the information about the Trust against ASIC's benchmarks and disclosure principles for debt instruments (mortgages).

Responsible entities of unlisted mortgage schemes offered to retail investors (and in which retail investors have invested) are required to disclose against the benchmarks on an 'if not, why not' basis. This means providing a clear statement that the Trust either:

- e. meets the benchmark; or
- f. does not meet the benchmark and providing an explanation of how and why the responsible entity deals with the business factor or issues underlying the benchmark in another way.

For the purpose of keeping investors informed about any significant changes to the Trust's continuing ability to respond to the benchmarks as disclosed in the table to the right, the Responsible Entity will, as required, update the Benchmark Report on its website www.cfmcapital.com.au periodically (usually each quarter) which will be electronically accessible by investors. For those investors who cannot access our website, a paper copy of an updated Benchmark Report can be given to you (free of charge) by telephoning our Investor Relations team.

The purpose of the disclosure principles is to improve the consistency and quality of disclosure by responsible entities of unlisted mortgage schemes and to enhance consumer confidence. The disclosure principles cover information that retail investors reasonably need to know to make an informed decision about whether to invest and to monitor whether their expectations are being met.

Investors note their investment will not be secured by a registered mortgage over any real property the subject of the Property Development and as such the investment will be at a greater risk of loss than were it secured by a registered mortgage.

ASIC benchmarks

Benchmark	Benchmark met? (Yes / No)	Explanation	Further information
BENCHMARK 1: LIQUIDITY			
<p>For a pooled mortgage scheme, the responsible entity has cash flow estimates for the scheme that:</p> <ol style="list-style-type: none"> demonstrate the scheme's capacity to meet its expenses, liabilities and other cash flow needs for the next 12 months; are updated at least every three months and reflect any material changes; and are approved by the directors of the responsible entity at least every three months. 	Not applicable	<p>The Trust is not required to disclose the information required by this principle. Benchmark 1 applies only to pooled mortgage schemes.</p> <p>However, the Responsible Entity has systems in place to manage the Trust's cash flows and to ensure that the Trust's short-term commitments are satisfied.</p>	Not applicable
BENCHMARK 2: SCHEME BORROWING			
The responsible entity does not have current borrowings and does not intend to borrow on behalf of the scheme.	Yes	<p>The Trust will not directly borrow any amounts and does not intend to enter into any borrowing arrangements on behalf of the Trust. However, the SPV Developer (to which the Trust will lend via the loan agreements with the SPV Developer or by the allotment of securities to the Trust) will borrow funds in order to undertake and complete a Property Development.</p> <p>Each SPV Developer is likely to borrow additional funds from a third party lender (in addition to obtaining funds from a senior lender and through an Offer in the Trust).</p> <p>The Responsible Entity will have the power to limit the level of debt undertaken by the SPV Developer. Under the General Security Agreement, the Responsible Entity will limit the amount which the SPV Developer can borrow from the secured senior lender to a maximum of 70% of the total projected development costs. This means that in combination with the amount invested by the Trust, the SPV Developer will borrow in excess of 70% of the total projected development costs of the Property Development.</p> <p>See the SPDS for specific details about the proposed borrowing arrangements for a Property Development.</p>	SPDS
BENCHMARK 3: LOAN PORTFOLIO AND DIVERSIFICATION			
<p>For a pooled mortgage scheme:</p> <ol style="list-style-type: none"> the scheme holds a portfolio of assets diversified by size, borrower, class of borrower activity and geographic region; the scheme has no single asset in the scheme portfolio that exceeds 5% of the total scheme assets; the scheme has no single borrower who exceeds 5% of the scheme assets; and all loans made by the scheme are secured by first mortgages over real property (including registered leasehold title). 	Not applicable	<p>Not applicable. Benchmark 3 applies only to pooled mortgage schemes.</p> <p>Each Offer will comprise a single asset and therefore does not offer investment diversification. However, you may choose to invest in as many Offers as you like to suit your personal objectives, needs and circumstances.</p> <p>We recommend that you do not invest all of your investable funds into a single asset. If you are unsure about the amount of the investment you wish to make you should seek professional advice from your professional advisers.</p>	Not applicable

Benchmark	Benchmark met? (Yes / No)	Explanation	Further information
BENCHMARK 4: RELATED PARTY TRANSACTIONS			
The responsible entity does not lend to related parties of the responsible entity or to the scheme's investment manager.	Yes	<p>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 (Conflict Policy).</p> <p>Our Conflict Policy sets out strict terms that apply if we enter into transactions with related parties, which require us to ensure these transactions are entered into on commercial arm's length terms and the details of these transactions are disclosed to investors appropriately, including the assessment and approval processes for such transactions and arrangements to manage conflicts of interest.</p> <p>There are no related party transactions on foot at the date of this PDS.</p> <p>The Trust will not purchase any Property Development from, or sell any Property Development to, the Responsible Entity or its related parties or associates.</p> <p>The relevant SPDS will contain details of related party transactions (if any) in relation to a Property Development.</p>	Refer to sections 9.17 and 9.18 and the SPDS
BENCHMARK 5: VALUATION POLICY			
<p>In relation to valuations for the scheme's mortgage assets and their security property, the board of the responsible entity requires:</p> <ol style="list-style-type: none"> a valuer to be a member of an appropriate professional body in the jurisdiction in which the relevant property is located; a valuer to be independent; procedures to be followed for dealing with any conflict of interest; the rotation and diversity of valuers; in relation to security property for a loan, an independent valuation to be obtained: <ol style="list-style-type: none"> before the issue of a loan and on renewal, for development property, on both an 'as is' and 'as if complete' basis and, for all other property, on an 'as is' basis; and within two months after the directors form a view that there is a likelihood that a decrease in the value of security property may have caused a material breach of a loan covenant. 	Yes	<p>Benchmark 5 addresses the scheme's valuation practices, including when an independent valuation is required.</p> <p>The Responsible Entity maintains and complies with a written valuation policy (Valuation Policy) and this Valuation Policy meets Benchmark 5.</p>	SPDS

Benchmark	Benchmark met? (Yes / No)	Explanation	Further information
BENCHMARK 6: LENDING PRINCIPLES – LOAN TO VALUATION RATIOS			
<p>If the scheme directly holds mortgage assets:</p> <ul style="list-style-type: none"> a. where the loan relates to property development – funds should be provided to the borrower in stages based on independent evidence of the progress of the development; b. where the loan relates to property development – the scheme should not lend more than 70% on the basis of the latest ‘as if complete’ valuation of property over which security is provided; and c. in all other cases – the scheme should not lend more than 80% on the basis of the latest market valuation of property over which security is provided. 	Not applicable	<p>Not applicable (because the Trust will not hold mortgage assets).</p> <p>However, to assist applicants assess the Trust, we will include loan to value ratio information for a Property Development in each SPDS.</p>	SPDS
BENCHMARK 7: DISTRIBUTION PRACTICES			
The responsible entity will not pay current distributions from scheme borrowings.	No	<p>The Trust may pay interim distributions from subscription money retained and not advanced to a SPV Developer.</p> <p>These initial distributions would not be funded from operations of the Trust. We do not, and our related parties, associates, officers and employees do not guarantee investors will receive any, or a particular rate of, return on their investment.</p> <p>Distributions other than any initial distributions and the return of capital is totally depended on the successful completion of a property development and sale of the property with sufficient funds to redeem all the securities issued by the SPV Developer.</p>	Sections 1 and 9.5 and SPDS
BENCHMARK 8: WITHDRAWAL ARRANGEMENTS			
<p>For liquid schemes:</p> <ul style="list-style-type: none"> a. the maximum period allowed for in the constitution for the payment of withdrawal requests should be 90 days or less; b. the responsible entity should pay withdrawal requests within the period allowed for in the constitution; and c. the responsible entity should only permit members to withdraw at any time on request if at least 80% (by value) of the scheme property is money in an account or on deposit with a bank and is available for withdrawal immediately (or otherwise on expiry of a fixed term not exceeding 90 days), during the normal business hours of the bank; or assets that the responsible entity can reasonably expect to realise for market value within 10 business days. <p>For non-liquid schemes, the responsible entity intends to make withdrawal offers to investors at least quarterly.</p>	No	<p>The Trust is an illiquid investment and should be considered as a long term investment.</p> <p>Investors are not entitled to withdraw from the Trust before completion of the term of the relevant Class they hold Units in. However, it is possible to transfer Units (subject to the Constitution). There are risks and limitations that may affect Unitholders’ withdrawal rights.</p> <p>The SPDS will disclose the anticipated investment term for the relevant Class.</p> <p>If the securities issued by the SPV Developer or the loan funds advanced to the SPV Developer are not redeemed or repaid by the end of the relevant term, the Responsible Entity may agree to extend the term for up to 12 months. If at the end of the term (that is not extended) or at the end of the extended term the securities issued are not repaid, the Trustee will commence recovery proceedings against the relevant SPV Developer.</p>	Refer to sections 7.9, 9.9 and SPDS

ASIC Disclosure Principle

3.1 Disclosure principle 1 – Liquidity

Liquidity is the measure of cash and cash equivalent assets as a proportion of a scheme's total assets and is an indicator of the ability of a scheme to meet its short-term commitments. Liquidity of a scheme may be viewed as a risk as the underlying assets of the scheme may not be easily realised within the period of time required to meet withdrawal requests or other commitments or expenses.

We have systems in place to manage the Trust's cash flows and to ensure that the Trust's short-term commitments are satisfied.

3.2 Disclosure principle 2 – Scheme borrowing

Where a mortgage scheme has borrowings, this principle requires responsible entities to disclose the maturity profile and other information relating to the scheme borrowings, including details of total debts due, why the responsible entity has borrowed the money (including whether the borrowed funds will be used to fund distributions or withdrawal requests), any material loan covenant breaches and the risks associated with the scheme's borrowing and credit facility maturity profile.

We do not intend to enter into any borrowing arrangements on behalf of the Trust. Accordingly, we are not required to disclose the information required by this principle.

3.3 Disclosure principle 3 – Loan portfolio and diversification

Portfolio diversification measures the level of concentration risk in the portfolio of mortgages held by the scheme. Greater levels of diversification of mortgages by borrower, size, activity and geographical location, lowers the risk that the scheme would suffer significant loss from default by any one borrower or class of borrowers.

Benchmark 3 applies only to pooled mortgage schemes and we are not required to disclose the information against this principle.

Unitholders will only have a beneficial interest in the SPV Developer loan investment corresponding to the Class in which they have elected to invest and not in the Trust's entire portfolio. Therefore, lack of diversification is a risk for Unitholders in managed investment schemes generally. Further information in relation to specific loan investments in SPV Developers, such as the targeted distribution rates and term of investment, is set out in the SPDS relating to that Offer.

3.4 Disclosure principle 4 – Related party transactions

This principle requires responsible entities to disclose their approach to related party lending, investments and other transactions, and how such transactions are assessed and monitored to consider whether the transaction is made with the same rigour and independence as transactions made on an arm's length commercial basis.

CFMG Land and the SPV Developers are each related parties of the Responsible Entity as they share common directors with the Responsible Entity.

A common risk of related party transactions is that in the event of default, the Responsible Entity (or the SPV Developer) may not enforce its rights against a related party. See sections 3 (Benchmark 4) and 9.17 of this PDS for information about our Conflicts Policy that governs the related party transactions we may enter.

Should an event of default arise under a loan agreement and the SPV Developer does not remedy that default the Responsible Entity will take action to recover the money owed. Both the Responsible Entity and its directors have a statutory duty to place the interests of Unitholders above their own interests where there is a conflict. The Responsible Entity will keep the Unitholders of the relevant Class informed of the actions being taken.

The Responsible Entity will not seek Unitholder approval to transact with a SPV Developer. The intended terms of a loan agreement will be benchmarked to market and will only be entered if those terms are in line with industry practice.

The directors of the Responsible Entity will only enter a loan agreement with a related party, including a SPV Developer, if they are satisfied the terms of the loan agreement are on terms no less favourable than they would have been had the terms been negotiated between non-related entities dealing at arms length.

3.5 Disclosure principle 5 – Valuation policy

This disclosure principle requires the responsible entity to provide investors with information about the valuation of the property securing a loan in which investors have, or are being offered, an interest.

For loans advanced for a Property Development, we will obtain an independent valuation of the real property the subject of the Property Development before the issue of the loan, on renewal of the loan (if the LVR is more than 80%), and if we form a view that there is a likelihood of a decrease in the value of real property which may cause a material breach of a covenant of the relevant loan agreement with the SPV Developer.

The Trust's Valuation Policy (which includes the Trust's Unit Pricing Policy), the Compliance Plan and the Constitution each include a section on valuing the Trust's assets and is available on our website at www.cfmcapital.com.au.

3.6 Disclosure principle 6 – Lending principles – loan to valuation ratio

The loan to valuation ratio (LVR) is a measure of the amount of the loan provided to a borrower against the latest valuation obtained in respect of the security property. LVR is an indicator of how conservative or aggressive a scheme's lending practices are. Generally, the higher the LVR, the more vulnerable the scheme will be to a change in market conditions (for example, a downturn in the property market).

This disclosure principle is not applicable to the Trust (because the Trust will not hold mortgage assets) and we are not required to disclose the information against this principle.

3.7 Disclosure principle 7 – Distribution practices

This disclosure principle requires responsible entities to explain how the scheme will fund distributions to investors and to disclose any risks associated with current distribution practices.

Distributions from the Trust to investors will be sourced from interest or payments received or withheld from loans, proceeds received from the repayment of loans and not from Trust borrowings (as the Trust will not borrow).

Generally, initial distributions for each loan's minimum investment term will be made from loan funds withheld by the Trust from the total loan amount advanced to each SPV Developer. These initial distributions would not be funded from operations of the Trust.

The key factors that would have the most material impact on the ability to provide distributions to investors are:

FACTORS IMPACTING TARGET DISTRIBUTION RATES	RISK OF CHANGES TO THESE FACTORS ON DISTRIBUTIONS	SENSITIVITY ANALYSIS BASED ON CHANGES TO THESE FACTORS
Borrower default	If a borrower, being a SPV Developer, fails to meet interest payments under its loan agreement.	If a SPV Developer does not make any interest payments, Unitholders in the Class related to that Property Development loan may not receive any interim distributions.
Trust expenses	If the Trust incurs extraordinary expenses, which are not payable by us from our management fee or other resources.	If the Trust incurs extraordinary expenses of 0.8% per annum of the Trust's gross asset value relating to a Property Development loan (for example costs in selling security assets upon borrower default), it may result in the distributions paid to the Unitholders in that Class being 0.8% per annum lower than anticipated for that loan.

3.8 Disclosure principle 8 – Withdrawal arrangements

This disclosure principle requires responsible entities to explain the scheme's withdrawal policy and the ability of investors to withdraw from the scheme.

Unitholders may not withdraw their investment before the end of the Class term (or where a Class is divided in to subclasses, before the end of the Subclass term) although transfers are permitted subject to the Constitution at the risk of the Unitholder. The SPDS will disclose the anticipated minimum investment term for the relevant Class.

4. Risks of investing

4.1 Introduction

All investments involve some risk, as investments can decline as well as increase in value.

You should be aware that the value of the Trust's assets, income it may generate and the value of the Trust itself can be influenced by a number of factors, including those outside our control.

This section describes certain risks associated with an investment in the Trust.

Before deciding whether to subscribe for Units, you should carefully consider the principal risks to which you are exposed and whether purchase of Units is a suitable investment for you.

If you are in doubt as to whether you should apply for Units, you should first seek advice on the matters contained in this PDS from a professional adviser.

4.2 Specific risks

Borrower default risk	<p>Each SPV Developer will utilise borrowings to assist in the acquisition of the Property Development.</p> <p>The use of borrowings at this level in an investment is referred to as 'gearing' or 'leveraging'. It enhances the potential for capital gain if the property increases in value. However, it will also increase any capital loss in the event that the value of the property falls compared to an investment in a property investment vehicle which has no borrowings.</p> <p>A key risk of the Trust (in relation to each Offer) is that the SPV Developer may not be able to meet interest or principal repayments in accordance with the terms of borrowing agreements. Default may be caused by a number of factors including a change in the SPV Developer's circumstances, significant economic changes, changes to market conditions or other unforeseen events or circumstances which may affect the progress of or value of, a Property Development.</p>
Later-ranking security risk	<p>Under the General Security Agreement, the SPV Developer will grant a security in favour of the Trust which will rank after the secured senior lender.</p> <p>In some instances there may be other credit providers (in addition to the secured senior lender) who rank ahead of the Trust. The priority held by the Trust in the relevant SPV Developer will be clearly disclosed in the SPDS.</p> <p>In the event that the SPV Developer defaults, all creditors ranking ahead of the Trust must be paid in full before the Trust receives any amounts from the SPV Developer. There is a risk that the SPV Developer's assets will not be sufficient to repay the Trust in full, in part or at all. In such circumstances an investor would lose some or all of their investment.</p>
Security risk	<p>The amount borrowed by the SPV Developer from the senior lender will be secured by a registered mortgage over the Property Development.</p> <p>If the SPV Developer fails to meet its obligations under a loan, it may prevent the payment of Distributions to Unitholders of the relevant Class. Also, the senior lender may enforce its rights as mortgagee and realise the Property Development over which the loan is secured and to which the borrowings relate.</p> <p>Any of these circumstances will adversely affect the performance of your investment and may result in you receiving no returns or suffering a capital loss.</p>
Decline in Property Development values	<p>The value of a Property Development may decline during the term of the relevant Class. Factors that may influence the value of a Property Development include:</p> <ol style="list-style-type: none"> an over-supply of similar types of properties that may result in a decline in a property's value, both in the short and long-term; and timing of the sale of a Property Development – unforeseen circumstances or changing market conditions may result in the sale proceeds being lower than the initial acquisition price.
Resale risk	<p>There is a risk that the SPV Developer will not be able to sell the Development Property at the end of the anticipated five year term. There is a risk there may be a delay in reselling the Property Development, or that the sale price for the Property Development may be less than the costs of acquiring it.</p>

Investment term risk	<p>Each Class will have a specified term (generally up to five years) unless extended by the Responsible Entity for a further 12 months or by a vote of Unitholders. Thereafter the Property Development owned by the SPV Developer will be sold and net proceeds of the benefit of the preference shares distributed to Unitholders of the relevant Class.</p> <p>The property market is cyclical, and there is a risk that the property market may be in a downturn at the end of the Class term when the Property Development is required to be sold when market conditions are not conducive to selling. This may result in the Property Development achieving no capital growth or realising a capital loss which will adversely affect the performance of your investment.</p>
Liquidity risk	An investment in the Trust should be treated as an illiquid long term investment because there is no secondary market for Units. If you wish to exit your investment prior to the end of the relevant Class term, you will need to find a buyer for your Units.
Insurance risk	If the Property Development is not properly insured or an event occurs which is not covered by insurance, there is a risk investors may suffer loss on their investment if the Property Development is partially or substantially destroyed or if the progress of the development is materially delayed.
Management capability	Future operating results depend to a large extent on our ability to successfully select and manage the assets of the Trust, which necessarily requires revenue forecasting, controlling expenses and implementing systems. Inability to control the costs and an unpredicted decline in revenues without a corresponding and timely reduction in expenses could adversely affect the Trust's operating results.
Compliance risk	<p>If we fail to comply with our AFSL conditions, the Constitution, Compliance Plan or Corporations Act it will likely have an adverse impact on you and the value of your investment. In particular, this may occur if ASIC take action to:</p> <ul style="list-style-type: none"> a. wind up the Trust; or b. remove us as the responsible entity.
Investment management risk	This is the risk that changes to our management or the loss of other key personnel may result in us not anticipating movements in the property market, not adequately complying with our obligations regarding management of the Trust and increase the risk of policies and procedures not being adhered to.
Counter Party Risk	<p>There are risks associated with counterparties fulfilling their obligations including the potential for disputes between a SPV Developer and CFMG Land as manager. The principals of CFMG Land are experienced in managing the delivery of residential land subdivisions.</p> <p>The Responsible Entity will closely monitor the progress of the Property Development and the underlying real property.</p>
Conflict of Interest Risk	<p>A number of related parties are providing services to the property the subject of the Property Development and receiving fees creating a potential for conflicts of interest.</p> <p>The Responsible Entity has a conflict of interest policy for dealing with conflicts of interest.</p> <p>Should an event of default arise under a loan agreement with a SPV Developer and the SPV Developer does not remedy that default then the Responsible Entity will and is required to take action to recover the money owed.</p> <p>Both the Responsible Entity and its directors have a statutory duty to place the interests of Unitholders above their own interests where there is a conflict.</p> <p>The Responsible Entity will keep the Unitholders informed of any actions being taken.</p>
On-going funding requirements for the Trust	<p>While the proceeds of each Offer are intended to adequately satisfy the Trust's anticipated funding requirements to acquire the Property Development, if the SPV Developer requires access to further funding at any stage in the future, the Trust may be adversely affected in a material way if, for any reason, access to that funding is not available.</p> <p>There can be no assurance that additional funds will be available. If additional funds should be raised by issuing Units, this might result in dilution to the then existing investors.</p>
Investors' liability is limited	<p>Unitholders cannot be required to pay more than their initial application money. Unitholders are not financially responsible for the obligations of any other investor in the Trust. In the event of default on a loan to the SPV Developer, any financier's recourse is limited to the assets of the SPV Developer.</p> <p>However, the Responsible Entity cannot guarantee that liability is limited in all circumstances, as such decisions lie with the courts.</p>

4.3 General risks

Taxation risk	<p>The tax summary in this PDS has been prepared based on the law existing at the date of this document. However, Australian tax laws are constantly changing, with the introduction of various reform proposals which may affect your investment in the Trust.</p> <p>Tax liability is your responsibility and we are not responsible for the taxation consequences of an investment in the Trust. If you are uncertain about any taxation effects of your investment you should seek your own taxation advice.</p>
Regulatory risk	<p>There is the risk that changes to the regulatory environment for financial services or the property industries may, directly or indirectly, affect the value of an investment in the Trust.</p>
Legislative changes	<p>Changes in government policy and legislation, including changes to the taxation system, planning and environment laws, regulation and policy, may affect the performance of the Trust.</p>
Macroeconomic risk	<p>The general state of the Australian and international economies, as well as change in taxation, monetary policies, interest rates, property market and statutory requirements may affect leasing demand, the market value and demand for property, and have a negative impact on the Trust's performance and the performance of the Trust's Property.</p>
COVID-19 risk	<p>At the date of this PDS, the outbreak of the COVID-19 pandemic has continued, resulting in significant volatility within the Australian and global economies.</p> <p>The risks set out in this section 4 as well as other unknown risks may arise as a result of COVID-19 which may adversely impact the Trust and the ability of borrowers to repay loans and for the Responsible Entity to source investments for the Trust.</p>



5. Fees and other costs

5.1 Consumer advisory warning	
DID YOU KNOW?	TO FIND OUT MORE:
<p>Small differences in both investment performance and fees and costs can have a substantial impact on your long term returns.</p> <p>For example, total annual fees and costs of 2% of your account 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).</p> <p>You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs.</p> <p>You may be able to negotiate to pay lower contribution and management costs where applicable. Ask the Trust or your financial adviser.</p>	<p>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 funds fee calculator to help you check out different fee options.</p>



5.2 Fees and other costs

This section shows fees and other costs that you may be charged. These fees and costs may be deducted from your money, from the returns on your investment or from the Trust assets as a whole. The information about fees and costs in this document applies to all Offers. Specific information about fees and costs in respect of a particular Offer will be set out in the relevant SPDS.

Taxes are set out in another part of this document.

You should read all the information about fees and costs (including the specific information set out in the relevant SPDS) because it is important to understand their impact on your investment.

Type of fee or cost	Amount ¹	How and when paid
ONGOING ANNUAL FEES AND COSTS		
Management fees and costs The fees and costs for managing your investment		
Management fee	1.1% p.a. of the total funds invested in the Trust	Monthly in arrears out of the Trust assets
Asset identification, fundraising and structuring fee	Up to 4.4% of the funds raised by the issue of Units in the Class (see the relevant SPDS for the exact fee)	Upon the issue of Units in the Trust out of the Trust assets attributable to the relevant Class
Administration fees and costs	Up to 0.55% p.a. of the total funds invested in the Trust	Monthly in arrears out of the Trust assets
Performance fees Amounts deducted from your investment in relation to the performance of the product	Nil	Not applicable
Transaction costs The costs incurred by the scheme when buying or selling assets	Nil	Not applicable
MEMBER ACTIVITY RELATED FEES AND COSTS (FEES FOR SERVICES OR WHEN YOUR MONEY MOVES IN OR OUT OF THE SCHEME)		
Establishment fee The fee to open your investment	Nil	Not applicable
Contribution fee The fee on each amount contributed to your investment	Nil	Not applicable
Buy-sell spread An amount deducted from your investment representing costs incurred in transactions by the scheme	Nil	Not applicable
Withdrawal fee The fee on each amount you take out of your investment	Nil	Not applicable
Exit fee The fee to close your investment	Nil	Not applicable
Switching fee The fee for changing investment options	Nil	Not applicable

¹ All figures disclosed include the net effect of GST and reduced input tax credits.

5.3 Example of annual fees and costs for the Trust

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

Please note that this is just an example. In practice, the actual investment balance of an investment will vary daily and the actual fees and expenses we charge are based on the value of the Trust, which also fluctuates daily.

Example

BALANCE OF \$50,000 WITH A CONTRIBUTION OF \$5,000 DURING YEAR

PLUS Management Costs - 6.05% p.a.*	And, for every \$50,000 you have in the Trust you will be charged \$3,025 each year.
PLUS Performance fees - Nil	And, you will be charged or have deducted from your investment \$0 in performance fees each year.
PLUS Transaction costs - Nil	And, you will be charged or have deducted from your investment \$0 in transaction costs.
EQUALS cost of Units in the Trust	<p>If you had an investment of \$50,000 at the beginning of the year and you put in an additional \$5,000 during that year, you would be charged fees and costs of</p> <p>\$3,025</p> <p>What it costs you will depend on the investment option you choose and the fees you negotiate.</p>

* The above Management Costs calculation includes 1.1% p.a. Management fee, the one-off 4.4% Asset identification, fundraising and structuring fee and 0.55% p.a. Administration fees and costs.

The following example excludes the one-off Asset identification, fundraising and structuring fee.

Example

BALANCE OF \$50,000 WITH A CONTRIBUTION OF \$5,000 DURING YEAR

PLUS Management Costs - 1.65% p.a.*	And, for every \$50,000 you have in the Trust you will be charged \$825 each year.
PLUS Performance fees - Nil	And, you will be charged or have deducted from your investment \$0 in performance fees each year.
PLUS Transaction costs - Nil	And, you will be charged or have deducted from your investment \$0 in transaction costs.
EQUALS cost of Units in the Trust	<p>If you had an investment of \$50,000 at the beginning of the year and you put in an additional \$5,000 during that year, you would be charged fees and costs of</p> <p>\$825</p> <p>What it costs you will depend on the investment option you choose and the fees you negotiate.</p>

* The above Management Costs calculation includes 1.1% p.a. Management fee and 0.55% p.a. Administration fees and costs.

5.4 Additional explanation of fees and costs

Management costs comprise the additional fees or costs that a Unitholder incurs by investing in the Trust rather than investing directly in the underlying assets.

MANAGEMENT FEE

- The Responsible Entity is entitled to be paid out of the assets a fee (Management Fee) of 1.1% per annum of the funds invested in the Trust. The actual amount paid by Unitholders will correspond to the funds invested in Units in the Trust attributable to the relevant Class they hold Units in, in proportion to the number of Units they hold within the particular Class.
- The Management Fee is calculated and payable monthly in arrears.
- The Management Fee must be paid up to the date of completion of the final winding up of a Class (and the Trust).
- For example, if a total of \$5 million is invested in the Trust, the Management Fee for a particular calendar month would be calculated as follows:

$$\$5,000,000 \times 0.011 \div 12 = \$4,583.33$$

ASSET IDENTIFICATION, FUNDRAISING AND STRUCTURING FEE

- The Responsible Entity is entitled to be paid a fee (Asset Identification, Fundraising and Structuring Fee) out of the assets when it issues Units in the Trust.
- The Asset Identification, Fundraising and Structuring Fee is an amount up to 4.4% of the value or amount of funds raised by the issue of Units.
- The Asset Identification, Fundraising and Structuring Fee is due and payable on the date of the issue of Units from the assets of the Trust attributable to the relevant Class of Units.
- For example, if 5,000,000 Units are issued following an Offer and the relevant SPDS indicates that the applicable Asset Identification and Negotiation Fee is 4.4%, then the Asset Identification, Fundraising and Structuring Fee for that Offer is calculated as follows:

$$\$5,000,000 \times 0.044 = \$220,000$$

ADMINISTRATION FEE AND COSTS

- The Responsible Entity is entitled to be paid out of the assets a fee (Administration Fee) of 0.55% per annum of the funds invested in the Trust. The actual amount paid by Unitholders will correspond to the funds invested in Units in the Trust attributable to the relevant Class they hold Units in, in proportion to the number of Units they hold within the particular Class.
- The Administration Fee is calculated and payable monthly in arrears.
- The Administration Fee must be paid up to the date of completion of the final winding up of a Class (and the Trust).
- For example, if a total of \$5 million is invested in the Trust, the Management Fee for a particular calendar month would be calculated as follows:

$$\$5,000,000 \times 0.0055 \div 12 = \$2,291.66$$

5.5 Units in lieu

We may elect to receive Units instead of all or part of any fee which we are entitled to receive (plus any applicable GST) as responsible entity for the Trust. Any such issue of Units must be based on the current net asset value of the relevant Class in accordance with the Constitution.

5.6 Removal fee

Under the Constitution, we are entitled to a fee of 5.5% of the value of the Trust assets if we are removed as the responsible entity of the Trust (other than for gross negligence in the management of the Trust or a material fiduciary breach). For example, if the Trust gross asset value was \$5 million, we would be entitled to receive a removal fee of \$275,000 if removed as responsible entity. The management fee estimate in the table in section 5.3 above does not include any removal fee.

5.7 Referral fee

The Responsible Entity may, from time to time, appoint third party providers to provide referral services. Such third party providers may refer clients to the Responsible Entity in consideration for a referral fee. Any such referral fees will be paid directly by the Responsible Entity in its personal capacity (including from any of its received Responsible Entity fees) and will not be in addition to the fees disclosed in this PDS or the relevant SPDS. Detailed information on any applicable referral fees that apply to a Class of Units will be set out in the relevant SPDS.

5.8 Other fees

The Responsible Entity (or an associate) may receive and charge fees in addition to other fees specified in this PDS and the relevant SPDS and recover costs and outlays for any other services not reasonably contemplated by the Responsible Entity as being part of those duties for which it is remunerated where the services are provided by the Responsible Entity (or an associate) to the Trust.

5.9 Can fees be different for different investors?

Different fee arrangements may exist between different Classes of Units (including between Classes of Units relating to the same Property Development). This in turn may have an impact on the targeted rate of return between different Classes of Units. Detailed information on the exact fee arrangements are set out in the relevant SPDS. Investors should consider the different fee arrangements and any corresponding differences in target returns set out in each SPDS before choosing to invest.

5.10 Government charges and GST

Government taxes such as stamp duty and GST may be applied as appropriate. Please refer to 'Taxation considerations' in section 6.

6. Taxation considerations

6.1 General information only

Australian tax laws are complex and are subject to constant change. The views in this PDS are based on law and announcements current in Australia as at the date of this PDS. It does not take into account or anticipate any changes in the tax law or future judicial interpretations of the law after this time, nor does it take into account the tax law of countries other than Australia.

The taxation comments in this section are general in nature by necessity and the taxation implications may vary for each investor depending on their particular circumstances. Accordingly, we recommend you seek your own professional advice regarding the taxation implications associated with an investment in the Trust.

In this respect, the taxation comments below are only relevant for Australian resident investors who hold their Units on capital account. They are not relevant for investors who hold their investments on revenue account or may be subject to special tax rules such as banks, insurance companies, managed investment trusts, tax exempt organisations and dealers in securities.

You may be required to pay tax in relation to your investment in the Trust (generally income tax). However, you may be able to claim some tax offsets or have the benefits of some tax concessions.

Some tax information has been provided for you below. However, although every care is taken, it is never possible to rule out the risk that on a subsequent review, taxation liabilities for the Trust could be increased or the benefit of concessions reduced.

6.2 Tax file and Australian business numbers

Investors need not quote a Tax File Number (TFN) when applying for Units. However, if a TFN is not quoted, or no appropriate TFN exemption claimed, the Responsible Entity is required to deduct tax from their Distributions at the highest marginal tax rate, plus the Medicare Levy (currently 47%). We are authorised to collect TFNs under Australian tax law.

An investors who holds their Units as part of their business is entitled to quote their Australian Business Number instead of their TFN.

6.3 Goods and services tax

The issue, acquisition or sale of Units in the Trust will be input taxed supplies for GST purposes and will not be subject to GST. Similarly, Distributions of income by the Trust to investors will not be taxable supplies and will also not be subject to GST.

An investment in the Trust, by itself, will not require investors to obtain an Australian Business Number or register for GST purposes. GST is not payable on Distributions made to you.

6.4 Withholding tax (overseas investors)

This summary does not consider the Australian income tax implications for non-resident investors. However, it is noted that Australian taxation laws impose obligations to withhold tax from Distributions paid to overseas investors in certain circumstances. If you are not an Australian resident for tax purposes, withholding tax will be deducted from your distributions at the prescribed rate. These rates may vary depending on the components of the distribution and the country in which you reside.

Overseas investors should seek independent advice as to the application of withholding tax to their particular circumstances.

6.5 Foreign Account Tax Compliance Act (FATCA)

FATCA is United States (US) tax legislation that enables the US Internal Revenue Service (IRS) to identify and collect tax from US residents that invest in assets through non-US entities.

If you are a US resident for tax purposes, you should note that the Trust is a 'Foreign Financial Institution' under FATCA and complies with its FATCA obligations, as determined by the inter-governmental agreement entered into by Australia and the US for the purposes of implementing FATCA. Under these obligations, the Trust must obtain and disclose information about certain investors to the Australian Taxation Office (ATO).

In order for the Trust to comply with its obligations, we require that you provide certain information about yourself, including your US Taxpayer Identification Number. We will determine whether the Trust is required to report your details to the ATO based on our assessment of the relevant information received.

6.6 Common Reporting Standard (CRS)

The CRS is a tax reporting regime developed by the Organisation for Economic Co-operation and Development (OECD). Australia has committed to implementing the CRS by signing the Multilateral Competent Authority Agreement with the OECD and passing appropriate supporting legislation enabling tax information to be exchanged between tax authorities.

From 1 July 2017, the CRS requires financial institutions to identify and report foreign resident account holder information to their local tax authority, which will in turn exchange the information with the tax authorities of participating foreign jurisdictions.

6.7 Not tax advice

This tax summary is not tax advice. It is provided by us as a general statement relating to high level Australian tax implications for an investor in the Trust. It does not address all tax consequences of an investment in the Trust, or investments by the Trust. Investors should seek their own independent advice as to how an investment in the Trust might affect their personal tax position.

We are not licensed under the tax agent services regime and cannot provide tax advice to investors. This section is intended to be a general guide only and is not intended to be definitive advice, nor relied upon as such. As the taxation outcomes will depend on individual investors' personal circumstances, it is recommend that all investors consult with their taxation adviser in relation to how these outcomes may apply to them.

7. Making, withdrawing & monitoring your investment

7.1 Initial investments

The minimum initial investment amount is \$25,000, or as otherwise stated in each SPDS.

All individual or joint investors in the Trust must be at least 18 years of age.

7.2 How to make your initial investment

To make your initial investment, please send us your:

- a. cheque made payable to The Trust Company (Australia) Limited ACF CFMG Land and Opportunity Fund <insert name of investor(s)>;
- b. completed and signed Application Form (from the relevant SPDS); and
- c. required customer identity verification documents (refer to the Application Form for instructions).

7.3 Restrictions on investments

Under the Constitution, we can refuse an application for any reason and we are not required to advise you of the reason.

In particular, where we consider it to be in the best interests of investors, we may suspend application requests.

7.4 Cooling-off rights

Investors have no 'cooling off' rights when they invest in the Trust. Therefore, if you change your mind about your investment, the Responsible Entity is under no obligation to accept a request to withdraw an application once received.

7.5 Monitoring your investment

We will send you regular information about your investment, including:

- a. confirmation of the acceptance of your initial investment; and
- b. a quarterly periodic statement.

At any time you may request a transaction statement that shows either all transactions since your last regular statement or all transactions for a specific period.

We recommend that you check all statements and transaction confirmations carefully. If there are any discrepancies, please contact our Investor Relations team on 1800 155 526.

A concise annual report for the Trust is available from our website www.cfmcapital.com.au. You can request a paper copy of the concise annual report free of charge at any time.

If the Trust becomes a 'disclosing entity' for purposes of the Corporations Act it will be subject to regular reporting and disclosure obligations. We will meet our continuous disclosure obligations by posting material information to our website, at www.cfmcapital.com.au. You may obtain from, or inspect at ASIC, copies of documents lodged by the Trust. You can also ask us for a copy of the Trust's most recent annual financial report lodged with ASIC, any subsequent continuous disclosure notices given before the date of this PDS and any half-yearly financial report lodged with ASIC before the date of this PDS.

7.6 SPV Developer investment information

Details which are specific to an investment in a Property Development will be contained in the corresponding SPDS seeking subscriptions for that investment. The SPDS provides the following information in relation to a proposed investment and Property Development:

- a. the amount to be invested by the Trust in the SPV Developer
- b. the structure and the instrument or agreement by which the amount will be invested (e.g. by subscription by the Trust in interest bearing securities or by advancing under a loan agreement)
- c. the identity of the SPV Developer and the purpose of the funds being invested
- d. the term of the investment
- e. the rate of interest payable by the SPV Developer
- f. the applicable targeted distribution rate
- g. details of the address and description of the Property Development

7.7 Targeted distribution rate

Distribution rates will ultimately depend upon the income generated by the Trust's investment in the SPV Developer in which you have invested. Our fees will be deducted from the income of the Trust prior to Distributions being paid to investors.

A targeted distribution rate is set out in the SPDS for each specific investment.

The targeted distribution rate is an estimate only and is calculated by reference to the interest rate payable by the SPV Developer under the relevant securities subscription agreement or loan agreement less our management fees and costs.

The targeted distribution rate is not a guaranteed return to investors and an investment in the Trust is subject to investment risk, including the loss of capital invested. You should refer to section 4 for a discussion of the risks of investing in financing a Property Development.

The actual distribution rate you receive may be higher or lower than the targeted distribution rate. The actual distribution rate will be dependent upon the payment of interest by the SPV Developer.

7.8 Payment of Distributions

Payment of Distributions on Units will be dependent upon the SPV Developer meeting its obligations in full and on time in accordance with the applicable securities subscription agreement or loan agreement by which the Trust's investment in the SPV Developer is made.

7.9 Withdrawing your investment

There are no withdrawal rights available to Unitholders. Once invested you should consider your investment committed for at least the minimum term of the Class as specified in the SPDS.

The Responsible Entity may agree to extend the term of an investment in an SPV Developer for up to 12 months.

Upon the partial or full repayment of the investment in the SPV Developer the Responsible Entity will redeem those Units corresponding to that investment and pay these funds to your bank account as nominated in the relevant Application Form within 5 Business Days from the date of the partial or full repayment of the Trust's investment taking place.

You may at any time sell or transfer your Units to another person at your own risk subject to the Constitution.

8. Material documents

8.1 Constitution

The Trust was established by the Constitution.

The Constitution is the primary document governing the relationship between us as responsible entity, and Unitholders. As a Unitholder, you will be bound by the provisions of the Constitution. The Constitution, in conjunction with the Corporations Act, regulates the operation of the Trust and set out the rights and obligations of Unitholders and our responsibilities and duties as the Responsible Entity.

The Constitution includes provisions which relate to:

- a. the Responsible Entity's powers, duties and obligations;
- b. the rights and obligations of Unitholders, including that each Unitholder has a beneficial interest in the Development Property and other assets attributable to the Class(es) of Units that they hold;
- c. the ability of Unitholders to remove the Responsible Entity;
- d. the issue of Units and the prohibition on the redemption or repurchase of Units or, for Units which carry withdrawal rights, the procedures for the redemption of Units;
- e. the transfer and transmission of Units;
- f. the valuation of the Trust (and of each Class);
- g. fees payable to the Responsible Entity;
- h. the Responsible Entity's right to be indemnified out of the Trust for expenses, losses and liabilities arising in its capacity as responsible entity subject to us having properly performed our duties;
- i. the winding up of a Class of Units or of the Trust;
- j. meetings of Unitholders;
- k. complaints and other procedures in relation to the Trust; and
- l. our limitation of liability (subject to the Corporations Act).

The Responsible Entity may amend the Constitution without Unitholder consent where we reasonably believe the amendment will not adversely affect Unitholders' rights. Otherwise, the Constitution can only be amended if at least 75% of votes cast by Unitholders (at a meeting convened in accordance with the Constitution and the Corporations Act) vote in favour of the amendment.

We may retire, or be removed as responsible entity by investors, in accordance with the Corporations Act.

A copy of the Constitution may be obtained by searching ASIC records or by written request to us and a payment of a fee (currently \$10).

8.2 Compliance Plan

We have prepared a Compliance Plan which has been lodged with ASIC. The Compliance Plan is a document that outlines the principles and procedures in relation to the conduct of the Trust that we follow to ensure we comply with the provisions of the Corporations Act, ASIC policies and the Constitution.

The Compliance Plan deals with a wide range of issues including:

- a. that the assets of the Trust are identified as assets of the Trust;
- b. the assets of the Trust are valued at appropriate regular intervals; and
- c. that accurate records of the Trust's operations are kept.

Each year, adherence to the Compliance Plan is audited by an external Compliance Plan auditor and the audit report is lodged with ASIC.

8.3 Custody Agreement

The Responsible Entity has entered into a Custody Agreement appointing The Trust Company (Australia) Limited as custodian of the Trust's assets. The Trust Company (Australia) Limited is an independent custodian who will hold the assets of the Trust. The Custodian acts on the instructions of the Responsible Entity and the duties of the Custodian pursuant to the agreement include:

- a. holding assets of the Trust as agent of the Responsible Entity of the Trust;
- b. acting on the specific instructions given by the Responsible Entity or its authorised representatives; and
- c. ensuring that the Custodian acts, insofar as its duties are concerned, in accordance with the Corporations Act.

Under the Custody Agreement, the Responsible Entity indemnifies the Custodian in relation to its properly performed services as custodian of the Trust.

8.4 Company and Project Management Agreement

Each SPV Developer will engage CFMG Land to provide project management functions and administrative and company secretarial functions pursuant to a written Company and Project Management Agreement.

In accordance with the Company and Project Management Agreement and in exchange for the provision of the agreed services CFMG Land will earn management fees as set out below.

PROJECT MANAGEMENT FEE

CFMG Land will earn a project management services fee in consideration for CFMG Land endeavoring to do all things it may deem necessary, prudent and desirable for carrying out the efficient, businesslike and proper management of a Property Development.

The project management fee:

- 1.1 comprises an amount equal to 2.0% plus GST of the gross sales price received by a SPV Developer from any sale and/or similar transaction relating to a property; and
- 1.2 is payable on the date of settlement of the sale by a SPV Developer of any allotment developed or created from a project site.

COMPANY AND ASSET MANAGEMENT SERVICES FEE

CFMG Land will earn a company and asset management services fee in consideration for CFMG Land endeavoring to do all things it may deem necessary, prudent and desirable for carrying out the efficient and proper management of a SPV Developer, a project site and a Property Development.

The company and asset management fee:

- 1.1 comprises an amount equal to 3% plus GST of the gross sales price received by a SPV Developer for any sale and/or similar transaction in respect of the property; and
- 1.2 is payable by a SPV Developer as lot sales are finalised.

COMPANY SECRETARIAL SERVICES FEE

CFMG Land will earn a company secretarial services fee in consideration for CFMG Land endeavoring to do all things it may deem necessary, prudent and desirable for carrying out the efficient administration of a SPV Developer's secretarial affairs.

The company secretarial services fee:

- 1.1 is \$60,000 plus GST per annum (on a pro-rata basis); and
- 1.2 is payable monthly on a pro-rata basis in arrears.

A SPV Developer must reimburse CFMG Land for any:

- 1.1 disbursements paid or incurred by CFMG Land in the course of performing its duties under the management agreement; and
- 1.2 disbursements or payments made by CFMG Land on behalf of a SPV Developer in respect of the acquisition of the property, the capital raising and administration of a SPV Developer not otherwise covered by the management agreement.

9. Additional information

9.1	Responsible entity indemnified
	To the extent permitted by the Corporations Act and the law, we, as responsible entity, are indemnified out of the Trust against any claim, action, damage, loss, liability, cost, expense or payment which we incur or are liable for, provided that it does not arise from our failure to properly perform our duties.
9.2	Investors' liability limited
	The Constitution seeks to limit the liability of investors to the amount of their investment plus other moneys payable to us or the Trust pursuant to the Constitution (if any). However, because this is a matter which can only ultimately be determined by the courts, no assurance or guarantee is given that investors' liability will be limited in a manner discussed above.
9.3	Unit prices
	Generally Units in the Trust are issued and redeemed for \$1.00 each. However, if the Responsible Entity considers that this does not accurately reflect the value of a Unit, the Unit price will be calculated as the net assets of the relevant Class divided by the number of Units on issue.
9.4	Unit pricing discretions
	We will exercise any discretion that we have under the Trust's Constitution in unit pricing in compliance with our pricing policy. A copy of the Trust's unit pricing policy can be obtained at no charge by telephoning the Investor Relations team on 1800 155 526 or accessed from www.cfmcapital.com.au .
9.5	Distributions
	Distributions will generally be paid as soon as possible after the end of the Distribution periods. You must have your Distributions paid directly to your nominated Australian account. If you wish to change your Distribution payment instructions, please mail us an original, signed, written request.
9.6	Calculation of income
	We calculate the income of the Trust daily by calculating the total interest or other income received or accrued on all investments and deducting amounts paid or accrued for authorised expenses. If we have treated an investment as not bearing interest for this purpose, then we ignore interest from that investment for the calculation.
9.7	Labour standards, social, ethical and environmental considerations
	We do not explicitly take into account labour standards or environmental, social or ethical considerations when making a decision regarding the selection, retention or realisation of investments. Nor do we have a specific methodology for the extent to which these factors are considered, in operating the Trust.
9.8	Tax File Number (TFN)
	On your Application Form you may give us your Tax File Number (TFN), or TFN exemption. Alternatively, if you are investing in the Trust in the course of an enterprise, you may quote an Australian Business Number (ABN). It is not compulsory for you to quote a TFN, exemption or ABN, but if you do not then we are required to deduct tax from any income distribution payable to you at the highest marginal tax rate plus the Medicare levy. The collection of TFNs is authorised, and their use is strictly regulated by tax and privacy laws. Non-residents are generally exempt from giving a TFN.
9.9	Transferring ownership
	You can transfer some or all of your investment to another person in the manner and subject to the conditions required by law and that we, from time to time, prescribe. We are not obliged to register a transfer that does not meet these criteria, or where there is an amount payable to us by the transferee in respect of the Units being transferred. Please contact our Investor Relations team on 1800 155 526 for further information about transferring Units. Please note that stamp duty may be payable on the transfers of Units.

9.10 Complaints

If you have a complaint about any aspect of your investment in the Trust, please write to us at:

Complaints Manager

CFMG Equity and Income Funds Limited
PO Box 663
Fortitude Valley QLD 4006

Alternatively, you can phone us on 1800 155 226 (within Australia) or +61 7 3613 0001 (outside Australia).

We are a member of, and participate in, the Australian Financial Complaints Authority (AFCA), an independent complaints resolution organisation. If you feel your complaint has not been satisfactorily resolved you are entitled to make a complaint to AFCA at:

Australian Financial Complaints Authority

GPO Box 3
MELBOURNE VIC 3001

Telephone: 1800 932 678
Email: info@afca.org.au

9.11 Privacy and personal information

The privacy of your personal information is important to us. We collect personal information directly from you through the Application Form and from third parties who assist us with our business. The purpose of collecting your information on the Application Form is to process your application and manage your investment in the Trust. If the personal information you provide to us is incomplete or inaccurate, we may not be able to work with you effectively, or at all, and may be delayed in performing our business functions.

If you invest in the Trust on the recommendation of your financial adviser, details of your investment and information about you will be provided to your financial adviser.

All personal information submitted will be collected, used and stored by us in accordance with our privacy policy, a copy of which is available on request or at our website listed below.

From time to time, we may wish to advise you about other services and products which could suit your needs. By making an application, you agree that we may disclose your personal information to other corporations specifically, but not solely, for marketing purposes.

However, if you do not want this information to be used for this purpose, you must exercise your right to instruct us not to disclose any information concerning your personal information. You may do this by ticking the 'non-disclosure' box on the Application Form. However, we may still disclose personal information where required by law.

You are entitled to request reasonable access to, and correction of, your personal information. We reserve the right to charge an administration fee for collating the information requested.

For a copy of our privacy policy and for information about how we deal with personal information, including how you can complain about privacy-related matters and how we respond to complaints, please visit our website at www.cfmcapital.com.au.

9.12 Keeping us informed

Our records about you are important. Please inform us in writing of any changes to the personal details that you have given us. This may be a new postal address, a change of name or new account details for Distribution or withdrawal payments. When requesting a change of personal details please give us:

- a. the full name in which your investment is held and your account number;
- b. the changes you are requesting;
- c. a contact name and daytime telephone number; and
- d. appropriate signatories on the request.

Some changes also require additional documents (such as a change of name request). Please note that we will only change your nominated account if we receive an original, signed, written request. We will send you written confirmation of any changes that you request us to make to your personal details.

9.13 Identity verification documents

All investors are required to supply valid identity verification documents when you invest. The actual documents required will depend on whether you are an individual investor or a non-individual investor such as a superannuation fund, a trust or a company.

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

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

To reduce uncertainty around releasing funds to third party accounts, when we receive withdrawal requests we may delay the release of money until we gain comfort around the request for withdrawal including the identity of the third party account.

9.14 What identity documents are usually required?

TYPE OF INVESTOR	IDENTITY DOCUMENTS REQUIRED
Individuals	A certified copy of an Australian driver's licence of the Applicant containing a photograph or a certified copy of the Applicant's passport.
Companies	<p>For Australian companies</p> <p>An original ASIC produced register extract, a certified copy of an ASIC produced register extract or a certified copy of the Company's certificate of registration.</p> <p>For foreign companies</p> <p>The equivalent of the above as produced by the foreign corporate regulator equivalent to ASIC.</p>
Trusts, trustees and funds	<p>Non regulated trusts</p> <p>A certified copy of the trust deed to which the Applicant's authority is sourced.</p> <p>Regulated trusts or funds</p> <p>A certified copy of data produced by ASIC, APRA or ATO, as appropriate, to establish existence and identification of the trust or fund.</p>
Partnerships	A certified copy of the partnership agreement.
Associations	A certified copy of the constitution establishing the Applicant association in the State of its identified office address or a certified register extract maintained by a government agency responsible for incorporation of associations evidencing the incorporation or registration of the Applicant.
Registered cooperatives	A certified copy of an extract of a register maintained by the government agency responsible for incorporation of cooperatives evidencing the incorporation or registration of the Applicant.
Government bodies	A certified copy of an extract from the body's website affirming the government body's existence or a certified copy of a legislation extract affirming the government body's existence.

If an individual is a trustee, the individual as well as the trust, must produce identity documents.

If a company is a trustee, the company, as well as the trust, must produce identity documents.

In instances where the Applicant is not able to supply certified documents that meet these requirements, then it will be acceptable for the Applicant to produce alternative documents recognised for identity purposes under the AML/CTF Act or under the Rules made under the AML/CTF Act.

9.15 Who can certify?

An identity verification document may be certified as a true and correct copy of an original document by one of the persons in Australia listed below. Please ensure that each page of the relevant document is certified. The person certifying must state their capacity (from the list below) and state on each page that the document is a 'true and correct copy of the original'.

- | | |
|---|--|
| <ul style="list-style-type: none"> a. Justice of the Peace b. Police officer c. Officer with two or more continuous years of service with one or more financial institutions (for the purposes of the Statutory Declaration Regulations 1993 (Cth)) d. Finance company officer with two or more continuous years of service with one or more finance companies (for the purposes of the Statutory Declaration Regulations 1993 (Cth)) e. Officer with, or authorised representative of, a holder of an Australian financial services licence, having two or more continuous years of service with one or more licensees f. Member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants with two or more years of continuous membership, i.e. an accountant g. Judge of a court | <ul style="list-style-type: none"> h. Magistrate i. A person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described), i.e. an Australian lawyer j. Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public k. Permanent employee of the Australian Postal Corporation with two or more years of continuous service who is employed in an office supplying postal services to the public l. Chief executive officer of a Commonwealth court m. Registrar or deputy registrar of a court n. Australian consular officer or an Australian diplomatic officer (within the meaning of the Consular Fees Act 1955 (Cth)) o. Notary public (for the purposes of the Statutory Declaration Regulations 1993 (Cth)). |
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9.16 Audit

The Trust has a registered company auditor. The auditor's role is to conduct an audit of the financial statements of the Trust each year as well as performing a half-yearly review (if required), and to give an opinion on the financial statements.

The Trust and the Compliance Plan are required to be audited annually.

9.17 Related parties

We may enter into transactions with, and use the services of, any related company of the Responsible Entity. Those arrangements will be based on arm's length commercial terms.

We, any Director or officer or any party related to them may invest in the Trust. It is our policy to ensure that those arrangements are on arm's length commercial terms. We have a conflict resolution procedure in place in the unlikely event that a conflict of interest arises.

9.18 Disclosure of Interests

- a. Directors (or their associates) have a beneficial interest in shares in the Responsible Entity and will benefit from fees derived by it.
- b. Directors receive directors' fees for carrying out their duties as directors of the Responsible Entity.
- c. The Responsible Entity, Directors and other related parties of the Responsible Entity may hold interests in the Trust from time to time. Where this occurs those investments will be acquired and dealt with on the same terms as any other investor in the Trust.
- d. The Responsible Entity, Directors and other related parties of the Responsible Entity do not borrow from the Trust.

9.19 Consents

The Directors have consented to and authorised the issue of this PDS.

The following parties have given and not withdrawn their consent to be named in this PDS in the form and context in which they are named:

- a. The Trust Company (Australia) Limited ACN 000 000 993;
- b. BDO Audit Pty Ltd ACN 134 022 870;
- c. McCullough Robertson Lawyers.

None of the above persons take responsibility for, or have caused the issue of, this PDS.

9.20 Custodian

We have engaged an independent Custodian to hold the assets of the Trust.

The Trust Company (Australia) Limited was appointed Custodian of the Trust on 8 April 2014. The Custodian is an independent party which holds all assets and securities of the Trust.

The Custodian receives all application monies subscribed and all income and disburses these funds as instructed by us in compliance with the Constitution and custody agreement.

The Custodian acts on our instructions, has no role in the management of the Trust and is subject to performance standards.

Under the custody agreement, the Custodian is entitled to a fee of \$12,377 per annum plus GST payable monthly being the minimum annual fee under the Custodian Agreement.

9.21 Updated information

Where there is a change to information which is not material to investors this updated information will be made available on our website at www.cfmcapital.com.au (Updated Information). If you require a paper copy of any Updated Information please contact us using the details in the Corporate Directory and it will be provided without charge on request.

While this PDS and any Updated Information are up to date at the time of preparation, changes may be made to the Trust from time to time. Investors should ensure that they keep up to date with the latest information on the Trust.

To obtain this information either:

- a. visit our website at www.cfmcapital.com.au; or
- b. phone us on 1800 155 526 (inside Australia) or +61 7 3613 0001 (from outside Australia).

A paper copy of the most recent information will be sent to you free of charge on request.

9.22 Electronic PDS

This PDS is available in electronic form at www.cfmcapital.com.au. We will send, on request, any person receiving this PDS electronically, a paper copy of the PDS free of charge during the period of the Offer. Applications must be made by completing and submitting the online Application Form.

We will not accept a completed Application Form if we have reason to believe that the applicant has not received a complete electronic copy of the PDS and the relevant SPDS or if we have reason to believe that the Application Form or electronic copy of the PDS and the relevant SPDS has been altered or tampered with in any way.

While we believe that it is extremely unlikely that during the period of the Offer the electronic version of this PDS and the relevant SPDS will be tampered with or altered in any way, we cannot give any absolute assurance that this will not occur. If you are in doubt about the validity or integrity of an electronic copy of the PDS and the relevant SPDS you should immediately request a copy of the PDS and the relevant SPDS directly from us or your adviser.

9.23 Directors' authorisation

Each Director has consented to and authorised the issue of this PDS.

Corporate directory

Trust

CFMG Land and Opportunity Fund
ARSN 602 610 006

Responsible Entity

CFMG Equity and Income Funds Limited
ACN 112 753 876, AFSL No. 291390
Level 2, 117 McLachlan Street
Fortitude Valley QLD 4006

Custodian

The Trust Company (Australia) Limited
ACN 000 000 993, AFSL No. 235145
Level 18, 123 Pitt Street
Sydney NSW 2000

Solicitors

McCullough Robertson Lawyers
Level 11, Central Plaza 2
66 Eagle Street Brisbane QLD 4000

Financial Report and Compliance Plan Auditor

BDO Audit Pty Ltd
Level 10, 12 Creek Street
Brisbane QLD 4000

Glossary

In This Document:

AML/CTF Act	means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).
Application Form	means the Application Form attached to or accompanying the SPDS.
ASIC	means the Australian Securities and Investments Commission.
Board	means the board of directors of the Responsible Entity.
Business Day	means a day other than a Saturday, Sunday or public holiday in Brisbane, Queensland.
CFMG Land	means CFMG Land Limited ACN 127 663 414.
Class	means a class or subclass of Units issued which have a proportionate interest in a particular Property Development financing.
Compliance Plan	means the compliance plan of the Trust as amended from time to time.
Conflicts Policy	means the conflicts policy maintained by the Responsible Entity.
Constitution	means the constitution of the Trust as amended from time to time.
Corporations Act	means Corporations Act 2001 (Cth) and includes the Corporations Regulations 2001 (Cth).
Custodian	means The Trust Company (Australia) Limited ACN 000 000 993, AFSL No. 235145.
Director	means a director of the Responsible Entity.
Distribution	means the income paid to investors from the Trust.
PDS Or Product Disclosure Statement	means this Product Disclosure Statement.
Property Development	means each development of a residential real property site undertaken by an SPV Developer.
Responsible Entity, Our, We And Us	means CFMG Equity and Income Funds Limited ACN 112 753 876.
SPDS Or Supplementary Product Disclosure Statement	means a supplementary product disclose statement for an offer of a Class, containing specific details of the applicable Property Development financing.
SPV Developer	means the special purpose vehicle established for the purpose of acquiring and undertaking a Property Development.
Trust	means the registered managed investment scheme CFMG Land and Opportunity Fund ARSN 602 610 006.
Unit	means a unit in the Trust.
Unit Pricing Policy	means the unit pricing policy maintained by the Responsible Entity.



Real people.

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