



Pymont Bridge Road Mortgage Fund

ARSN 120 024 713

Product Disclosure Statement



Contents

Important Notices	3
1. Fund Overview	5
2. The Property and the Fund	6
3. Financial Information	9
4. Investment Structure	12
5. Management	14
6. ASIC Benchmarks and Principles	16
7. Risks	19
8. Fees and Other Costs	21
9. Additional Information	25
10. Taxation	31
11. Applications and Withdrawals	34
12. Glossary	36

Important Notices

This is an important document which should be read in its entirety before making any investment decision. You should obtain independent advice if you have any questions about any of the matters contained in this product disclosure statement.

This document is a product disclosure statement (**PDS**) for the purposes of Part 7.9 of the Corporations Act. BlackWall Fund Services Limited (**BFS** and **Responsible Entity**) (ACN 079 608 825) is the responsible entity of the Pyrmont Bridge Road Mortgage Fund (ARSN 120 024 713) (**Fund**) and the issuer of this PDS and the issuer of Units in the Fund on the terms and conditions set out in this PDS. The Responsible Entity's Australian Financial Services Licence number is 220242.

This PDS is dated 23 May 2022 and an in-use notice has been lodged with the Australian Securities and Investments Commission (**ASIC**). ASIC does not take any responsibility for the content of this PDS or the merits of the investment that this PDS relates.

If you have received this PDS electronically, then a paper copy of this PDS may be obtained free of charge on request by calling BlackWall Limited (**BlackWall**) on 1800 789 141 or emailing info@blackwall.com.au.

Updated Information

Information in this PDS is up-to-date at the time of preparation. However, the information in this PDS may need to be updated from time to time. In the event that there is any materially adverse change to the information contained in this PDS, then in accordance with the Corporations Act, the Responsible Entity will issue a supplementary PDS. However, if the change will not be materially adverse, a supplementary PDS may not be issued. In this case, updated information including announcements to Investors will be available on the Responsible Entity's website at www.blackwall.com.au/invest. The Responsible Entity will provide a paper copy of any updates free of charge upon request.

This PDS and the constitution of the Fund dated 20 January 2022 (**Constitution**) supersede and replace any earlier information provided by the Responsible Entity, its affiliates, representatives and agents in respect of the Fund.

Invitation to Apply for Units

This PDS contains an invitation to apply for Units. No person is authorised to provide any information, or to make any representation, about the Fund or the invitation to apply for Units that is not contained in this PDS. Potential Investors should only rely on the information contained in this PDS. Any information or representation not contained in this PDS may not be relied on as having been authorised by the Responsible Entity in connection with the invitation to apply for Units. Except as required by law and only to the extent required by such law, neither the Responsible Entity nor any other person associated with the Responsible Entity (or the invitation to apply for Units) guarantees or warrants the future performance of the Fund, the return on an investment made under this PDS, the repayment of capital or the payment of distributions on the Units.

Before deciding to invest in the Fund, investors should read the PDS in its entirety. The information contained in individual sections is not intended to and does not provide a comprehensive review of the business and the financial affairs of the Fund or the Units under this PDS. The invitation under this PDS does not take into account the investment objectives, financial situation or particular needs of individual investors. An investment in the Fund should be considered speculative. You should carefully consider the risks (including those set out in Section 7) that impact on the Fund in the context of your personal requirements (including your financial and taxation position) and, if required, seek professional guidance from your financial advisor, solicitor, accountant or other professional adviser prior to deciding to invest in the Fund.

The invitation to apply for Units under this PDS is available only to persons receiving this PDS (electronically or otherwise) in Australia and does not constitute an offer or recommendation in any jurisdiction, or to any person to whom it would be unlawful to make such an offer.

Units have not been registered under the United States Securities Act of 1933 (as amended) (**US Securities Act**) or the securities laws of any state of the United States, and may not be offered or sold in the United States absent registration or an applicable exemption from registration under the US Securities Act and applicable state securities laws. This PDS may not be transmitted in the United States or distributed, directly or indirectly, to any "US person" (as defined in Regulation S under the US Securities Act) (**US person**). It does not constitute an offer to sell, or a solicitation of an offer to buy, or an invitation to subscribe for or buy Units in the United States or to any US person or for the benefit of a US person, and is not available to persons in the United States or US persons or for the benefit of US persons.

Each Applicant will be taken to have represented and warranted to the Responsible Entity that such Applicant is not a US person and is not acting on account of a US person.

Distribution of PDS

The distribution of this PDS in a jurisdiction outside Australia may be restricted by law, and persons who come into possession of it should seek legal advice on and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable law. This PDS does not constitute an offer or invitation to subscribe for Units in any jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer or invitation or to issue this PDS. It is the responsibility of any Investor to ensure compliance with the laws of any country (outside Australia). No action has been taken to register or qualify the Units or otherwise permit an offering of the Units in any jurisdiction outside Australia. Persons holding copies of this PDS who are not in Australia should familiarise themselves with and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of applicable law.

PDS Availability

This PDS will be issued in paper form and also as an electronic Product Disclosure Statement (“Electronic PDS”). The Electronic PDS is available at the BlackWall website www.blackwall.com.au/invest. A printed copy of this PDS may be obtained free of charge by any person in Australia by calling 1800 789 141. The Offer of Units pursuant to this PDS is available only to persons receiving a PDS (including an Electronic PDS), together with the accompanying Application Form, within Australia or New Zealand. If you receive a copy of this document, you should ensure that the complete Application Form and PDS have been received. The Corporations Act prohibits any person from passing the Application Form on to another person unless it is attached to a hard copy of this PDS or the complete and unaltered electronic version of this PDS. If you are unsure about the completeness of this PDS, you should contact BlackWall.

Investment Risks

This PDS provides information for prospective investors to determine whether they wish to apply for Units, and should be read in its entirety. Potential investors should note that the repayment of, and return on, their investment may be influenced by factors outside the control of the Responsible Entity. In particular, you should carefully read the explanation of risk factors that could affect the financial performance of the Fund as set out in Section 7.

Forward Looking Statements

This PDS contains forward-looking statements, statements identified by the use of the words ‘believes’, ‘estimates’, ‘anticipates’, ‘expects’, ‘predicts’, ‘intends’, ‘targets’, ‘plans’, ‘goals’, ‘outlook’, ‘aims’, ‘guidance’, ‘forecasts’, ‘may’, ‘will’, ‘would’, ‘could’ or ‘should’ and other similar words that involve risks and uncertainties.

These statements are based on an assessment of present economic and operating conditions, and on a number of assumptions and contingencies that are subject to change without notice and involve known and unknown risks and uncertainties and other factors that are beyond the control of the Responsible Entity, its Directors and its management. They are provided as a general guide only and should not be relied upon as an indication or guarantee of future performance.

The Responsible Entity, or any of their related entities, directors or officers do not make any representation, express or implied, in relation to forward looking statements and you are cautioned not to place undue reliance on these statements. These statements are subject to various risk factors that could cause the Fund’s actual results to differ materially from the results expressed or anticipated in these statements. Key risk factors are set out in Section 7.

Definitions

Some words used in this PDS (generally capitalised) have defined meanings that can be found in the Glossary in section 12. Throughout this PDS, the terms “BFS” and “Responsible Entity” are used interchangeably, as the context requires.

Financial Information

All financial amounts contained in this PDS are expressed in Australian dollars and are GST exclusive unless otherwise stated. Any discrepancies between totals and sums of components in tables contained in this PDS are due to rounding.

Privacy

Please refer to Section 9.4 for information regarding the handling of your personal information in relation to the invitation to apply for Units.

Applications

By lodging an Application Form (electronically or otherwise), you declare that you were given access to the entire PDS, together with the Application Form. The Responsible Entity will not accept a completed Application Form if it has reason to believe that it has been altered, or tampered with, in any way.

Contact Information

For assistance with the Application Form or for general enquiries regarding the PDS, please contact the Responsible Entity.

By email: info@blackwall.com.au

By phone: 1800 789 141

1 Fund Overview

THE FUND		Reference
Purpose of the Fund	Pymont Bridge Road Mortgage Fund is a single asset, closed-end, unlisted mortgage scheme. The Fund receives income from the funds lent to the Property Owner of 55 Pymont Bridge Road, Pymont, Pymont Bridge Property Pty Ltd.	4.2
Term of the Fund	5 years.	4.2
Returns	A quarterly distribution equating to 6.00% per annum of Fund Capital.	4.2
Management	The Fund is managed by the Responsible Entity. The Responsible Entity is a wholly owned subsidiary of BlackWall Limited, a vertically integrated property and funds management business listed on the ASX (ASX:BWF).	5
Fees	A single Fund Management Fee of 0.5% p.a. on the gross asset value (GAV) of the Fund is payable. This fee includes all expense and cost recoveries charged by the Responsible Entity and expenses of the fund itself e.g. audit and tax fees. These will be paid by the Responsible Entity out of the fund management fee charged.	8
Withdrawal	The Fund is not liquid and Investors have no right to withdraw their investment during the term of the Fund (5 years).	11.8
THE OFFER		
Offer	20,000,000 units to raise \$20 million	4.1
Issue Price	\$1.00 per Unit	4.1
Minimum investment	\$1,000	4.1
Underwriting	The Offer is fully underwritten by WOTSO Property.	4.1
RISKS		
Key Risks	<p>Investors' interests rank behind the First Mortgagee which means that the First Mortgagee will be paid before the Fund if the Property is sold.</p> <p>The investment relates to a single property and if there is a significant decrease in the value of the Property or material tenant default, the First Mortgage lending covenants may be breached and the First Mortgagee could demand immediate repayment of their debt facility.</p>	7
ASIC BENCHMARKS		
Unlisted Mortgage Schemes	ASIC has developed eight benchmarks for mortgage funds that are aimed at assisting investors to compare products. For more information on these benchmarks and the corresponding disclosures, please refer to Section 6.	6
HOW TO APPLY		
	<p>Investors should read this PDS in its entirety and consult with their professional adviser before making a decision to invest in the Fund.</p> <p>To apply for Units complete the online Application Form available at www.blackwall.com.au/pymont-bridge-road-mortgage-fund or the accompanying Application Form in accordance with the instructions set out on that form.</p>	11

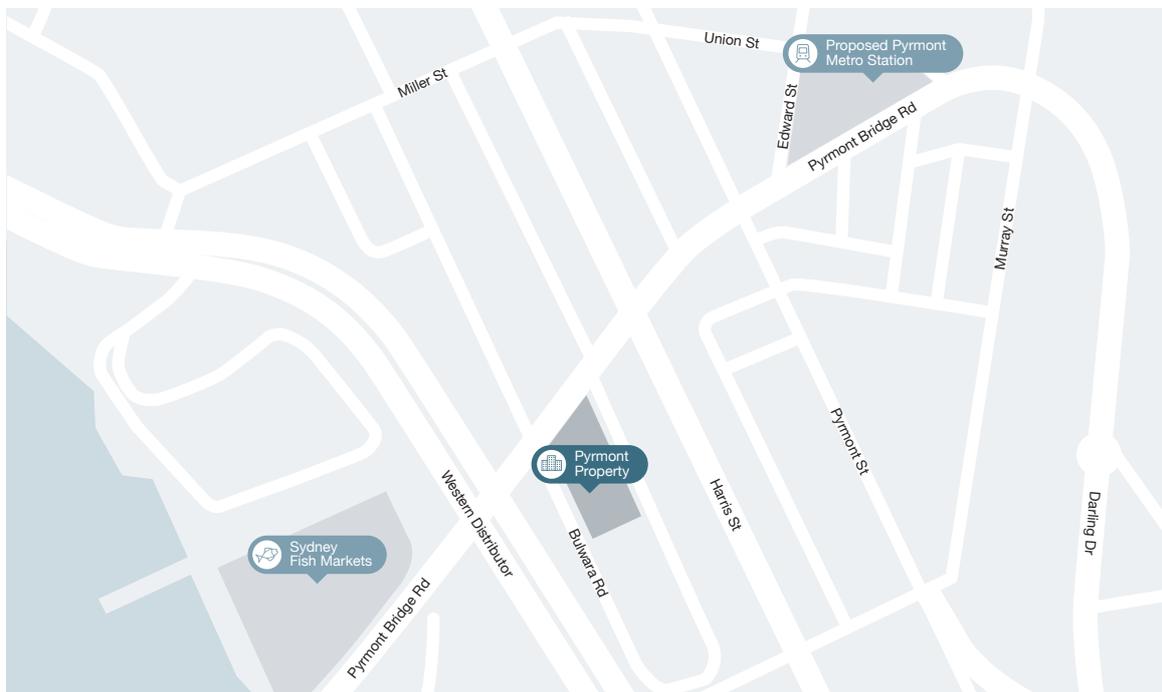
2 The Property and the Fund

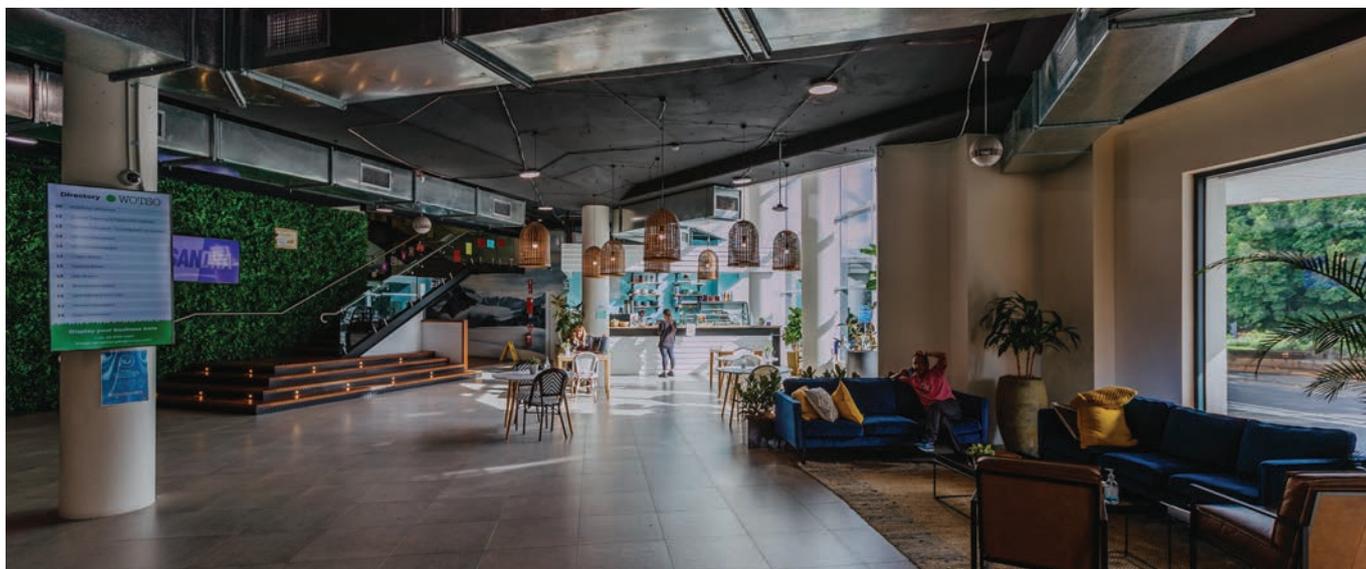


2.1 Overview

The Pymont Bridge Road Mortgage Fund (**PBRMF**) will be replacing the previous fund known as Pymont Bridge Trust (**PBT**). PBT was established in 2014 as part of the restructure and acquisition of the property located at 55 Pymont Bridge Road, Pymont by the BlackWall Group and has held a second mortgage over the property since its inception. It was a wholesale trust open only to sophisticated investors and has produced a total return of over 15% p.a. for its investors with the most recent cash distribution being 4.8% p.a. PBT is coming to the end of its fixed term and will be replaced by PBRMF, which will be open to both retail and sophisticated investors. Over half of PBT was held by entities or associates of BlackWall and we expect this to continue in PBRMF. If you choose to invest, you will be investing alongside the management of the Fund.

PBRMF will be secured by a second mortgage over the property on the fringe of Sydney's CBD. The site is located directly opposite the Sydney Fish Markets that are about to undergo a complete redevelopment and approximately 300 meters from the new Pymont metro station that is due to open in the coming years.





As detailed by the imagery below the property has undergone significant improvements since we gained control in 2014. During this time we have seen the value of the asset move from \$80 million to \$153 million and then back down slightly to \$148 million at the most recent valuation in January 2022. The \$148 million reflects a market yield of 5.4%.

The CBD and city fringe are interesting markets at the moment and COVID has created some uncertainty around how businesses will use the CBD moving forward. We feel it is still too early to predict what is going to occur, however believe we are creating a resilient asset that is spread across multiple industry types and uses and is well placed to take advantage of the changing way of work. Our vertically integrated property allows businesses to work, eat and play in the one building.

This vertical integration and flexible view on property management has resulted in transitioning the building from a reliance on 2 major tenants to a spread of 11 (over 70 when you consider WOTSO members). There is also now a larger diversification of uses of the building including childcare, data centres, office, coworking and training and education. This has meant that as vacancies occur (as most properties experience from time to time), their impact is minimised and does not materially affect the property's income and valuation. COVID has produced some vacancy at the building for example IAG has recently given notice to vacate its 1,630 sqm in May 2022. This will bring vacancy to 1,850 sqm (12.3%) but we feel this is a manageable size and provides us with the ability to move the property forward and diversify its tenancy base further, for example 215 sqm has been recently leased to an F45 gym and 250 sqm leased to the Canberra College of Management and Technology. IAG will leave behind a great fit out and we are confident that it will re-lease with minimal capital expenditure required.

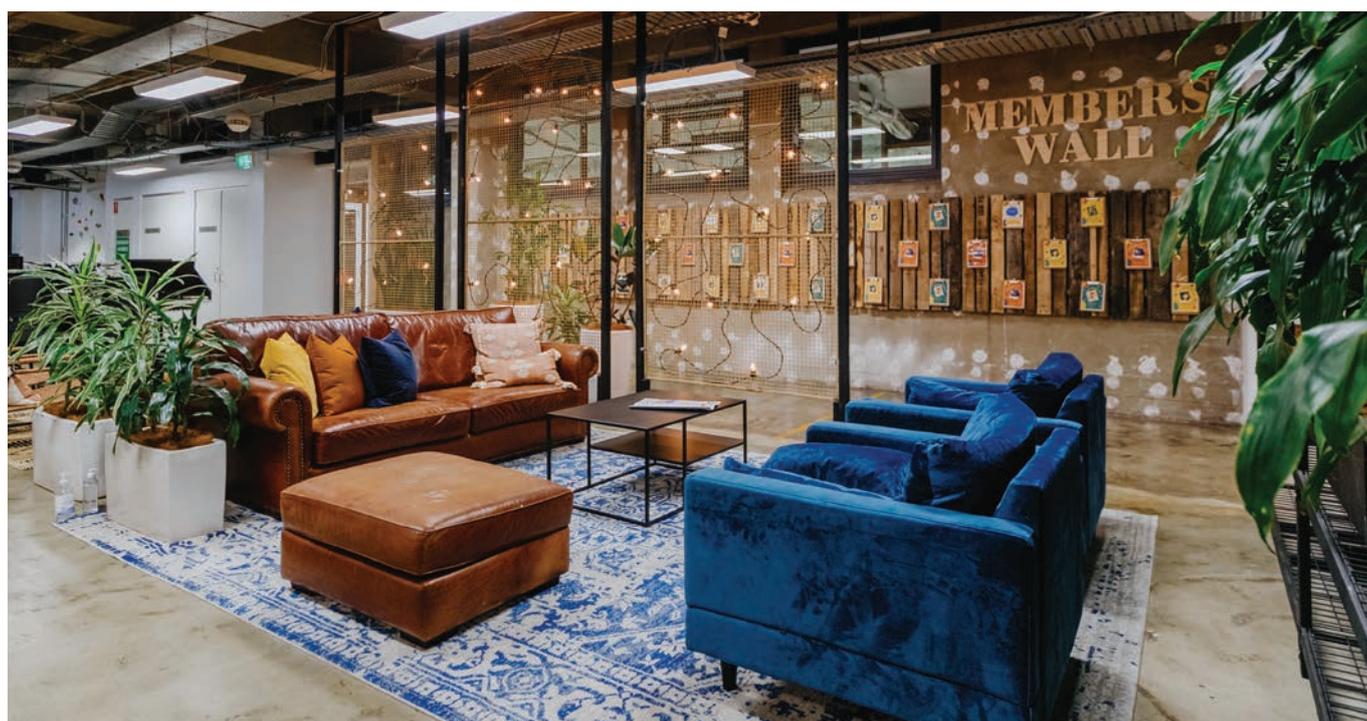
The fund has been structured such that the property value would need to decline by over 45% or \$68 million before any capital is lost but still is forecast to be returning 6% p.a.



2.2 Tenancy Profile

The Property has approximately 15,000 sqm of net lettable area (**NLA**). Details of the Property's tenants are set out below:

TENANT	USE	% OF LETTABLE AREA	TENANCY (SQM)	LEASE EXPIRY	OPTIONS TO RENEW
Verizon Australia	Office / Data Centre	35.0%	5,259	30/11/2023	2 x 5 year
 WOTSO (50+ businesses)	Office	14.3%	2,148	30/6/2029	2 x 5 year
Genius Learning	Child Care	14.1%	2,121	31/12/2035	1 x 10 year
Data Processors	Office	13.0%	1,951	31/10/2024	N/A
Vacant	N/A	12.3%	1,850	N/A	N/A
5G	Data Centre	3.7%	553	31/12/2022	2 x 5 year
The Quality Training and Hospitality College	Education	2.2%	325	18/4/2027	1 x 5 year
Canberra College of Management & Technology	Education	1.7%	253	30/6/2025	1 x 3 year
F45 Pyrmont	Gym	1.4%	216	31/12/2027	1 x 5 year
Jump Swim School	Swim School	1.0%	159	31/5/2029	2 x 6 year
Pyrmont Studio	Creative Studio	1.0%	150	Monthly	N/A
Clutch Espresso Coffee	Cafe	0.3%	50	30/11/2022	2 x 5 year



3 Financial Information

3.1 Property Income

A snapshot of the Property's fully let annualised net property income is shown below. This snapshot reflects the expected net income of the Property on a fully let basis:

INCOME PROFILE		
LEVELS	AREA	GROSS RENT
Level 6		
Data Processors	1,662 sqm	\$1,292,000 p.a.
Level 5		
Verizon	2,133 sqm	\$1,704,000 p.a.
Level 4		
Verizon	2,359 sqm	\$1,885,000 p.a.
Level 3		
WOTSO	2,115 sqm	\$1,086,000 p.a.
Data Processors	289 sqm	\$195,000 p.a.
Level 2		
Vacant	1,850 sqm	\$925,000 p.a.
F45	216 sqm	\$119,000 p.a.
QTHC	325 sqm	\$163,000 p.a.
Pymont Studio	150 sqm	\$60,000 p.a.
Level 1		
5G	553 sqm	\$377,000 p.a.
Genius Learning Child Care	2,117 sqm	\$1,089,000 p.a.
Ground		
Canberra College of M&T	253 sqm	\$190,000 p.a.
JUMP Swim School	159 sqm	\$83,000 p.a.
Verizon Infrastructure	747 sqm	\$436,000 p.a.
Verizon Storage	20 sqm	\$13,000 p.a.
Clutch Espresso Coffee	50 sqm	\$30,000 p.a.
WOTSO Storage	33 sqm	\$12,000 p.a.
Child Care Pram Room	4 sqm	\$4,000 p.a.
Other		
Signage & Services		\$20,000 p.a.
Parking (70 cars)		\$374,000 p.a.
TOTAL GROSS REVENUE	15,035 sqm	\$10,057,000 p.a.

OUTGOINGS

Land Tax		(\$621,000) p.a.
Council Rates		(\$116,000) p.a.
Water Rates		(\$40,000) p.a.
Insurance 2021/22		(\$102,000) p.a.
Net Electricity Costs		(\$178,000) p.a.
A/C Maintenance & Service		(\$100,000) p.a.
Car Park Levy		(\$62,000) p.a.
UPS & Generator		(\$25,000) p.a.
Fire Services		(\$48,000) p.a.
Cleaning, Rubbish & Recycling Collection		(\$120,000) p.a.
Lift Maintenance		(\$50,000) p.a.
Other R&M		(\$120,000) p.a.
Communications & IT		(\$20,000) p.a.
Security		(\$249,000) p.a.
Management		(\$200,000) p.a.

TOTAL OUTGOINGS **(\$2,051,000) p.a.**

Net Income Fully Leased		\$8,006,000 p.a.
Less Vacancies		(\$925,000) p.a.

NET PASSING INCOME **\$7,081,000 p.a.**

Bank Debt Interest	\$60,000,000 @ 2.45% p.a. – Floating	(\$1,470,000) p.a.
Mortgage Fund Interest	\$20,000,000 @ 6.50% p.a. – Fixed	(\$1,300,000) p.a.
Subordinated Notes Interest	\$15,450,000 @ 3.35% p.a. – Floating	(\$520,000) p.a.

Total Debt Service Cost **(\$3,290,000) p.a.**

SURPLUS / (DEFICIT) AFTER DEBT **\$3,791,000 p.a.**

Admin Costs

Asset Management Fee		(\$740,000) p.a.
Other Admin Costs		(\$50,000) p.a.

Total Admin Cost **(\$790,000) p.a.**

SURPLUS / (DEFICIT) **\$3,001,000 p.a.**

CAPITAL STRUCTURE

Independent Valuation (Jan 2022)		\$148,000,000
Bank Debt		(\$60,000,000)
Mortgage Fund		(\$20,000,000)

Capital Protection Buffer **\$68,000,000**

Subordinated Notes		(\$15,450,000)
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EQUITY BUFFER **\$52,550,000**

Bank Debt Interest

We have seen interest rates move recently with 1 month BBSW currently sitting around 0.5%. The above numbers have been shown with this assumption for bank debt interest.

In August 2021, the Property Owner entered into an interest rate swap agreement with NAB on \$30 million of its \$60 million loan. It commences in July 2024 for 4 years from that date with a fixed base rate of 1.67%. The forward interest rate curve has since moved up and in April 2022 the mark to market valuation of the swap was just under \$2,000,000. To take advantage of this, we may look to restructure the swap.

3.2 Fund Income

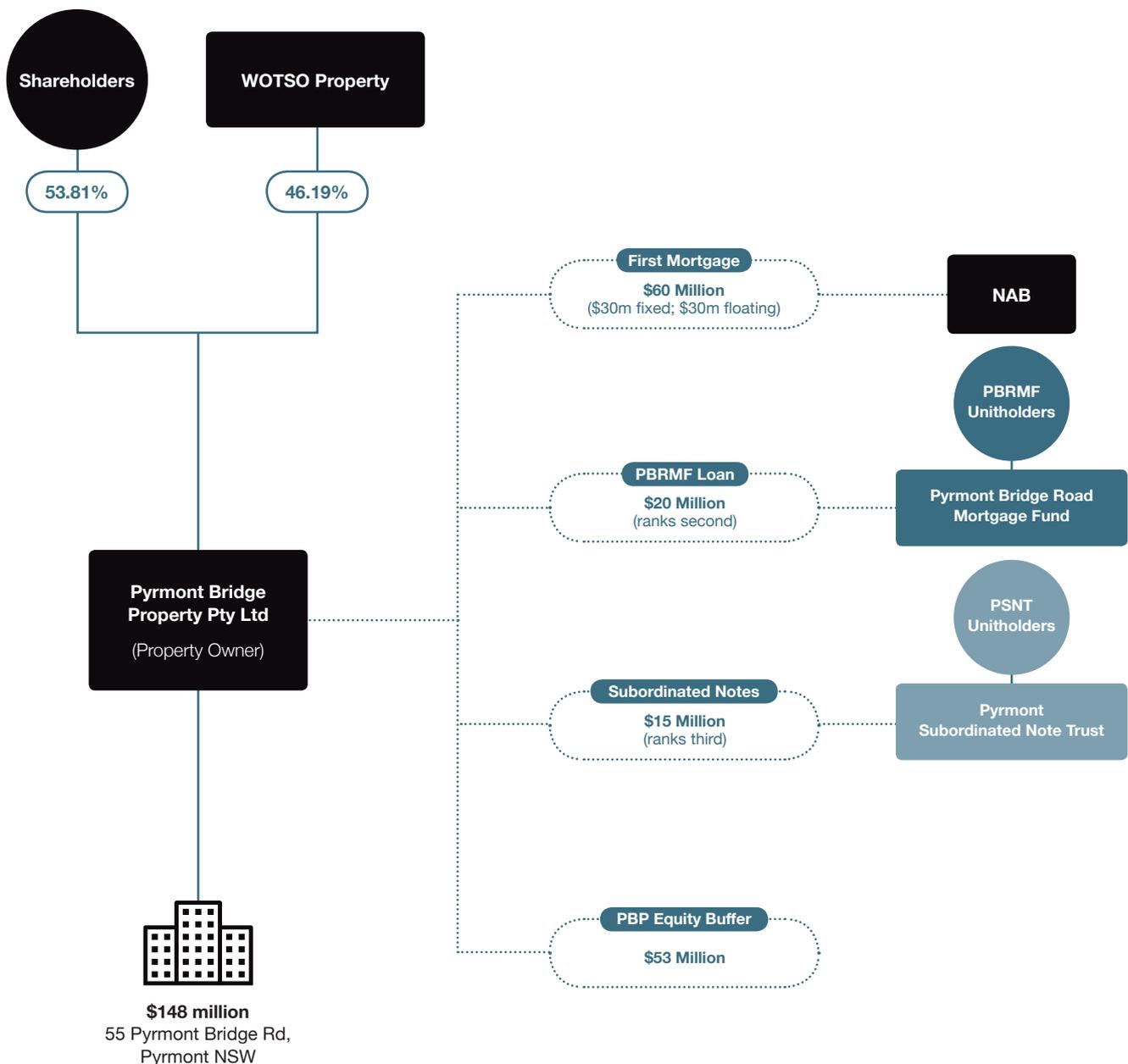
FUND INCOME		
Bond Interest	\$20,000,000 @ 6.50% p.a.	\$1,300,000 p.a.
Capped Fee and Fund Expenses	\$20,000,000 @ 0.50% p.a.	(\$100,000) p.a.
ANNUAL DISTRIBUTION TO UNITHOLDERS PAID QUARTERLY		@ 6.00% p.a. \$1,200,000 p.a.

3.3 Valuation

The property was valued at \$148 million at the most recent independent valuation in January 2022.

3.4 Capital Structure

The capital structure of the Property, and the Fund's position in that structure, is detailed below:



4 Investment Structure

4.1 The Offer

Units are offered at \$1.00 each with a minimum investment of \$1,000. Under the Offer, 20 million Units will be issued to raise \$20 million. The Offer is fully underwritten by WOTSO Property which is in line with our philosophy of long-term co-investment alongside Investors.

4.2 The Fund

Pymont Bridge Road Mortgage Fund is a single asset, closed-end, unlisted mortgage scheme. The Fund receives income from money lent to the Property Owner, Pymont Bridge Property Pty Ltd. The Fund will commence on 1 July 2022, which is when the first Units are allotted to Applicants. The Fund's investment in the Property, being the money lent, will mature 5 years after that date. The Fund is a managed investment scheme and has been registered by ASIC under the Corporations Act (Australian Registered Scheme Number 120 024 713).

Returns to investors

Distributions are comprised of payments equating to a quarterly payment of 6.0% per annum of Fund Capital.

4.3 The Fund Mortgage

The Fund Mortgage will be registered on the title of the Property. The main features of the Fund Mortgage are:

- the Fund advances the capital to the Property Owner;
- the Property Owner pays interest on the Fund Mortgage; and
- these payments fund the quarterly distributions made to investors in the Fund.

The Fund Mortgage ranks behind the First Mortgage but in front of the Subordinated Notes and equity which provide a \$68 million capital protection buffer to the mortgage. This means that the property would need to decrease in value by over 45% before the Fund Mortgage is affected.

PBRMF Interest

PBRMF Interest is a quarterly preferred payment equating to 6.50% per annum of the Fund Capital. PBRMF Interest is paid to the Fund 30 days in arrears after the end of each quarter from the Commencement Date.

Priority of Payments

The Fund Mortgage specifies how gross income generated by the Property must be dispersed. Payments are made in the following order:

1. Property Expenses, First Mortgage costs (such as interest payments to the First Mortgagee) and Scheme Expenses (expenses relating to operating the Fund);
2. PBRMF Interest
3. Subordinated Note interest; and
4. the balance is paid to the Property Owner.

If there are insufficient funds available to make a PBRMF Interest payment in any quarter, that payment obligation accrues and interest is paid on it at a rate of 2% per annum (Accrual Interest) until there are sufficient funds derived from the Property for the outstanding PBRMF Interest and Accrual Interest to be paid.

4.4 Maturity of the Investment

On the fifth anniversary of the Commencement Date, the Fund Mortgage will be refinanced or repaid in full and discharged. On the expiration of the Term, investors' holding in the Fund will be redeemed or purchased.

If the Responsible Entity is unable to arrange the redemption or buy-out of investors' interests within 6 months of the expiration of the Term, then the Property must be sold and the sale proceeds used to redeem investors' interests in the Fund to the greatest extent possible.

4.5 The First Mortgage

Both Investors' and the Property Owner's interests in the Property are subject to the rights of the First Mortgagee. The principal under the First Mortgage at the date of this PDS is \$60 million. This principal amount is subject to change and may be higher or lower over the Term of the Fund.

Investors' interest in the Property rank behind the First Mortgage. The Fund only has rights to any sale proceeds from the Property after the First Mortgagee has been repaid in full.

The Property Owner and the Fund, in accordance with usual banking practice, may be required to enter into a priority agreement with the provider of the First Mortgage from time to time. This agreement will acknowledge that the rights of Investors under the Fund Mortgage are subject to and conditional upon the rights of the First Mortgagee under the First Mortgage.

4.6 Subordinated Notes

The Subordinated Notes rank behind the Fund Mortgage. There are 15,450,000 Subordinated Notes on issue at \$1.00 each. The term of the Subordinated Notes runs concurrently with the Fund (5 years from 1 July 2022) and pay a coupon of 3% p.a. above the Cash Rate. It is expected that the excess cash flow of the property after the priority of payments detailed above will be used to paid down the subordinated notes over their term. If any amount of the Subordinated Notes is not repaid during their term, then that outstanding amount will be automatically converted to equity in the Property Owner. The notes are held via a trust by sophisticated investors, including WOTSO Property.



5 Management

5.1 BlackWall Limited

The Responsible Entity is a wholly owned subsidiary of BlackWall Limited (ASX:BWF). BlackWall Limited is a funds management company that generates management, performance and transaction fees from real estate investment structures – the largest of these is our ASX listed flexible property security, WOTSO Property (ASX:WOT). BlackWall uses its balance sheet to secure opportunities for the operating businesses and holds a strategic position in WOTSO Property and the other investment vehicles it manages.

BlackWall Limited has a strong history as a fund manager, including:

- Penrith Fund No.3 (ARSN 165 156 945) – IRR of 11.1% over 7 years
- Wood PIPES Fund (ARSN 152 110 668) – 8% p.a. distributions from 2015 to 2022
- BlackWall Storage Fund (ARSN 120 024 713) – IRR of 14.6% over 7 years

5.2 The Responsible Entity

BlackWall Fund Services Limited is the Responsible Entity of the Fund and a wholly owned subsidiary of BlackWall. BFS holds an Australian Financial Services Licence (No. 220242), which authorises BFS to operate and manage the Fund. BlackWall Limited and BFS share the same board of directors.

5.3 Directors and Senior Management of BlackWall Limited and the Responsible Entity



Joseph (Seph) Glew
Non Executive Director and Chairman

Seph has worked in the commercial property industry in New Zealand, the USA and Australia. Seph has driven large-scale property development and financial structuring for real estate for over 30 years. In addition, since the early 1990s Seph has run many “turn-around” projects in relation to distressed properties and property structures for both private and institutional property owners.

While working for the Housing Corporation of New Zealand and then AMP, Seph qualified as a registered valuer and holds a Bachelor of Commerce. In the 1980s he served as an Executive Director with New Zealand based property group Chase Corporation and as a non-executive director with a number of other listed companies in New Zealand and Australia.



Timothy Brown
Executive Director, Joint Managing Director and CFO

Tim is Joint Managing Director and Chief Financial Officer for the BlackWall Group and its funds. Tim joined the Group in 2008 as Financial Controller and became Chief Financial Officer in 2009. He took on the Managing Director role along with Jessie in late 2019. He has a Bachelor of Commerce from the University of New South Wales and is a member of the of Chartered Accountants of Australia and New Zealand. With over 20 years’ experience in the financial services and property industries, he started his career with Deloitte and joined Lend Lease Corporation in 2002. Tim is also on the board of Eastern Suburbs Cricket Club and Coogee Boy’s Preparatory School.



Jessica Glew

Executive Director, Joint Managing Director and COO

Jessie is Joint Managing Director and Chief Operating Officer (COO) for the BlackWall group and its funds. Jessie has been with BlackWall since early 2011. She was made COO in early 2018 and took on the Managing Director role along with Tim in late 2019. Jessie has a Bachelor of International Communication from Macquarie University and finalising a Bachelor of Property Economics at the University of Technology Sydney. In addition Jessica is a board member of The Kids' Cancer Project.



Richard Hill

Non Executive Director

Richard Hill has extensive investment banking experience and was the founding partner of the corporate advisory firm Hill Young & Associates. Richard has invested in the Group's projects since the early 1990s. Prior to forming Hill Young & Associates, Richard held a number of Senior Executive positions in Hong Kong and New York with HSBC. He was admitted as an attorney in New York State and was registered by the US Securities & Exchange Commission and the Ontario Securities Commission. Richard has served as a director (Chairman) of the Westmead Institute for Medical Research and director (Chairman) of Sirtex Medical Limited (Sirtex), formerly listed on ASX.



Robin Tedder

Non Executive Director

Robin began his career on the dealing desk of a merchant bank in 1976. In 1981 he founded Hatmax Capital Markets which grew rapidly through organic development and merger with Australian Gilt Securities in 1988, such that by the time he departed after 14 years as CEO in 1995, over 80 people were employed across debt capital markets, both the Sydney Futures Exchange and ASX, in asset management and corporate finance. In 1995 Robin established Vintage Capital which became an active investor in funds management, commercial property, retailing, healthcare and logistics. He has been an investor in the group's projects since 1997, is a former member of ASX, and has served on various boards of both listed and private companies since 1984. He is the Chairman of the group's Board Audit Committee.



Alexander Whitelum

Head of Legal and Fund Manager

Alex joined the BlackWall Group in 2020 and executes all aspects of the group's corporate and fund transactions, is responsible for corporate governance functions and oversees investor relations. Previously, Alex was a lawyer at Clayton Utz in their Corporate, M&A and Capital Markets team. Alex holds a Bachelor of Laws (Hons) and a Bachelor of Commerce (Economics) from Macquarie University. He is admitted as a solicitor to the Supreme Court of New South Wales and the High Court of Australia.

6 ASIC Benchmarks and Principles

In ASIC Regulatory Guide 45: Mortgage schemes: Improving disclosure for retail investors (**RG 45**), ASIC has developed a range of benchmarks for unlisted mortgage schemes (**ASIC RG 45 Benchmarks**). ASIC expects issuers of products of such funds to disclose in a PDS whether the responsible entity meets the benchmarks on an 'if not, why not' basis. The ASIC RG 45 Benchmarks are intended to assist investors to understand the risks associated with an investment in the Fund, assess the potential benefits of the Fund and decide whether an investment in the Fund is suitable for them. The following table provides a summary of the benchmarks set out in RG 45 and a summary of information about how we meet the benchmarks. You should consider this information together with the detailed explanation of the cross-referenced information set out in this PDS and the key risks of investing in the Fund highlighted in Section 7 of this PDS.

The information in this section about the ASIC RG 45 benchmarks will be updated periodically. Where this updated information is not materially adverse to Investors it will be available on our website and a paper copy will be given to you, without charge, upon request by contacting us. If there is a materially adverse change to the information in this section we will issue a supplementary or new PDS.

RG 45 BENCHMARK	STATEMENT	EXPLANATION
BENCHMARK 1: Liquidity		
For a pooled mortgage scheme, the responsible entity has cash flow estimates for the scheme that: <ul style="list-style-type: none"> (a) demonstrate the scheme's capacity to meet its expenses, liabilities and other cash flow needs for the next 12 months; (b) are updated at least every three months and reflect any material changes; and (c) are approved by the directors of the responsible entity at least every three months. 	This benchmark is met.	N/A
BENCHMARK 2: Scheme Borrowing		
The responsible entity does not have current borrowings and does not intend to borrow on behalf of the scheme.	This benchmark is met.	N/A
BENCHMARK 3: Loan Portfolio and Diversification		
For a pooled mortgage scheme: <ul style="list-style-type: none"> (a) the scheme holds a portfolio of assets diversified by size, borrower, class of borrower activity and geographic region; (b) the scheme has no single asset in the scheme portfolio that exceeds 5% of the total scheme assets; (c) the scheme has no single borrower who exceeds 5% of the scheme assets; and (d) all loans made by the scheme are secured by first mortgages over real property (including registered leasehold title). 	This benchmark is not met.	The Fund does not meet this benchmark as it is a single-asset Fund, being a second mortgage extended to the Borrower.
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.	This benchmark is met.	N/A
BENCHMARK 5: Valuation Policy		
In relation to valuations for the scheme's mortgage assets and their security property, the board of the responsible entity requires: <ul style="list-style-type: none"> (a) a valuer to be a member of an appropriate professional body in the jurisdiction in which the relevant property is located; (b) a valuer to be independent; (c) procedures to be followed for dealing with any conflict of interest; (d) the rotation and diversity of valuers; (e) in relation to security property for a loan, an independent valuation to be obtained: <ul style="list-style-type: none"> (i) before the issue of a loan and on renewal: <ul style="list-style-type: none"> (A) for development property, on both an 'as is' and 'as if complete' basis; and (B) for all other property, on an 'as is' basis; and (ii) within two months after the directors form a view that there is a likelihood that a decrease in the value of security property may have caused a material breach of a loan covenant. 	This benchmark is met.	N/A

RG 45 BENCHMARK	STATEMENT	EXPLANATION
BENCHMARK 6: Lending Principles – Loan to Value Ratios		
If the scheme directly holds mortgage assets:	This benchmark is met.	N/A
(a) where the loan relates to property development: funds are provided to the borrower in stages based on independent evidence of the progress of the development;		
(b) where the loan relates to property development: the scheme does 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 does not lend more than 80% on the basis of the latest market valuation of property over which security is provided.		
BENCHMARK 7: Distribution Practices		
The responsible entity will not pay current distributions from scheme borrowings.	This benchmark is met.	N/A
BENCHMARK 8: Distribution Practices		
For non-liquid schemes, the responsible entity intends to make withdrawal offers to investors at least quarterly.	This benchmark is not met.	Members have no right to withdraw from the Fund under the Constitution.
*The 'liquid scheme' section of this benchmark is not applicable.		

Disclosure Principles

In RG 45, ASIC has developed eight disclosure principles for unlisted mortgage schemes (**ASIC RG 45 Principles**) and expects issuers of products of such funds to disclose in a PDS information about the disclosure principles.

The following table sets out the ASIC RG 45 Principles and a summary of information applicable to the Fund in relation to the principles. You should consider this information together with the detailed explanation of the cross-referenced information set out in this PDS and the key risks of investing in the Fund highlighted in Section 7 of this PDS.

The information in this section about the RG 45 benchmarks will be updated periodically. Where this updated information is not materially adverse to Investors it will be available on our website and a paper copy will be given to you, without charge, upon request by contacting us. If there is a materially adverse change to the information in this section we will issue a supplementary or new PDS.

RG 45 PRINCIPLES	EXPLANATION
DISCLOSURE PRINCIPLE 1: Liquidity	Effective liquidity risk management is important for the Responsible Entity. At its core, by pooling Investors' capital to invest in an asset that is less liquid than cash, liquidity management is a key structural element to the Fund and management of this mismatch is a key area of consideration for the Responsible Entity. The main risk factor that could affect the liquidity of the Fund remains the failure of the Borrower to meet loan repayments to the Fund.
DISCLOSURE PRINCIPLE 2: Scheme Borrowing	High levels of borrowings increase the risk that distributions will be lower than those targeted by the Fund or that withdrawals may be delayed or suspended in order for the Fund to repay any such borrowings. Generally any amounts owing to lenders to the Fund rank ahead of investors' interests in the Fund. As at the date of this PDS the Fund has no borrowings and the Responsible Entity has no intention to enter into any borrowing arrangements. The Constitution permits the Responsible Entity to borrow on behalf of the Fund.
DISCLOSURE PRINCIPLE 3: Loan Portfolio and Diversification	The higher the concentration to any single asset or borrower in the portfolio the greater the risk to the portfolio from an adverse event in relation to that asset or borrower. As a single-asset Fund, there is no diversification meaning investors will be directly impacted by any adverse events that occur in relation to the Property. In addition, the Fund Mortgage ranks behind the First Mortgage meaning the Fund has rights to any sale proceeds from the Property only after the First Mortgagee has been repaid in full.
DISCLOSURE PRINCIPLE 4: Related Party Transactions	Related party transactions increase the risk that transactions are undertaken on terms that are more adverse to the Fund than those that would be achieved if the transaction were on normal arm's length terms. The Fund Mortgage, being the single asset of the Fund, is not made between related parties. Any potential current or future related party arrangements are continuously monitored and handled in accordance with the Responsible Entity's Related Party Transactions Policy.

RG 45 PRINCIPLES	EXPLANATION
<p>DISCLOSURE PRINCIPLE 5: Valuation Policy</p>	<p>The value of the underlying secured real estate asset changes over time. Obtaining current valuations from qualified independent professionals allows the Responsible Entity to accurately assess the LVR on the Fund Mortgage, stress test and act where there are concerns regarding the recoverability of the Fund Mortgage. The Responsible Entity has committed to meet the RG 45 Valuation benchmark by ensuring that:</p> <ul style="list-style-type: none"> • valuers are independent and are members of an appropriate professional body in the jurisdiction that the property is located; • any conflicts of interest are raised with the valuer and escalated as part of the approval process; • there is a rotation and diversity of valuers; • new current valuations are obtained: <ul style="list-style-type: none"> ◦ before the issue of a loan and on renewal (if the renewal is for a period greater than 6 months): <ul style="list-style-type: none"> – 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 the Property may have caused a material breach of a loan covenant.
<p>DISCLOSURE PRINCIPLE 6: Lending Principles – Loan to Value Ratios</p>	<p>Higher LVRs increase the Fund's risk that a reduction in the value of secured property will result in an inability to achieve full repayment on a loan.</p> <p>We expect the Property to have an LVR of 54%, this includes both the first and second mortgages, which is below the 80% RG 45 Benchmark.</p>
<p>DISCLOSURE PRINCIPLE 7: Distribution Practices</p>	<p>While the Responsible Entity has full discretion with regard to the distribution policy of the Fund, its intention is to pay 100% of its income less fees and costs in regular quarterly distributions to Investors. Distributions will not be paid from any borrowings. Distribution payments are generally made within 30 Business Days after the end of the distribution period.</p> <p>Whilst the Fund aims to distribute a net cash yield (after all fees and costs) equal to 6.00% per annum, this may not always be achieved and as such the Responsible Entity makes no forecast as to the quantum of distributions that will be paid to Investors.</p>
<p>DISCLOSURE PRINCIPLE 8: Withdrawal Arrangements</p>	<p>Investors have no right to withdraw from the Fund. Investors should not expect to be able to redeem units until the Fund reaches the end of its five year term, and the Responsible Entity does not intend to allow redemptions.</p> <p>Withdrawals from the Fund may only be effected pursuant to a withdrawal offer issued by the Responsible Entity in accordance with the Corporations Act. The Responsible Entity is not obliged to make a withdrawal offer.</p>

7 Risks

You should be aware that an investment in the Fund carries material risks and that several factors may affect future income and distributions, many of which are beyond the control of BFS. The value of your investment may fall for a number of reasons, which means that you may receive back less than your original investment or you may not receive income over a given timeframe. Acquiring Units in the Fund therefore involves risks and, while not exhaustive, some of these risks are set out in this section.

If you are considering an investment in the Fund, you are also strongly advised to consider whether the Units are a suitable investment having regard to your personal investment objectives and financial circumstances. To fully understand the risks associated with and the appropriateness of an investment in the Fund you should read the PDS in its entirety and seek independent advice from your financial adviser, stockbroker, lawyer, accountant or other professional adviser.

RISK	DESCRIPTION AND HOW THE RISK IS MANAGED
First Mortgage Default	The risk that the Property Owner defaults under the First Mortgage and the bank may take steps to enforce its rights to sell the Property by way of a mortgagee sale. If the Property is sold, for example in a depressed property market, Investors' interest in the Property rank behind the First Mortgage. As a result, Investors may not recover their initial investment. The Property Value would have to decrease by at least \$28 million before Fund Capital is affected.
Liquidity	Units in the Fund are regarded as illiquid. This means that there is no active market in which to sell your Units unless you find a private buyer for your Units. Investors have no right to withdraw during the Term of the Fund. The Responsible Entity may accept or reject requests to withdraw from the Fund in its absolute discretion.
Distribution Risk	The risk that the income derived from the Property decreases as a result of falling rental demand, rent payments decreasing, tenant incentives, tenants or guarantors failing to fulfil obligations under a lease or the Property not being fully leased. This may have a negative effect on distributions to Investors and the value of the Property.
Interest Rate Risk	Market interest rates might rise which will impact the interest rate payable under the First Mortgage. To mitigate this risk, the Property Owner has entered into certain hedging arrangements which expire in July 2028. The Responsible Entity may require the Property Owner to enter into new hedging arrangements to mitigate the Fund's exposure to interest rate movements in respect of the First Mortgage, however there can be no guarantee that such movements will not have an impact on the Fund's financial position or returns to Investors.
Refinancing Risk	The First Mortgagee has no obligation to renew the debt facility at the end of the term of the loan. The First Mortgage matures in 31 January 2024. There is no guarantee that future debt facilities will be secured at similar competitive interest rates to those currently in place on the existing debt facility.
Valuation Risk	Valuation market risk is the risk that the value of property in the market may deteriorate and that the amount that may be realised on the sale of the property securing the loan is less than the valuation used on investment into the loan. This risk is mitigated by the due diligence undertaken by the Responsible Entity prior to investment in the loan and allows for a substantial deterioration in the value of secured property before the ability for full repayment on the loan is at risk.
Property Risk	Risks relevant to the Property itself (and includes the occurrence of a force majeure event such as acts of God, fire, war, terrorism, civil disorder and industrial disputes). For example, if any structural defects in the building are identified and are required to be repaired by the Property Owner, this may affect the Property Owner's ability to service its debts and, in turn, the amount of income available to be distributed to Investors.
Pandemic Risk	From time to time Australia and the global economy may be impacted by disease or pandemics including COVID-19. In order to combat the continued spread of COVID many national governments have instituted social and workplace distancing measures which have and continue to cause widespread disruption to business and economic operations. The continued spread of, or inability to combat, COVID or any future pandemic may have significant adverse impact to economies, which may impact Investors. The future of any economic impact caused directly or indirectly by COVID or other pandemics on the Property is uncertain and may affect the ability of the Borrower to repay its debts. Accordingly, the Fund's returns and its ability to pay distributions may be negatively impacted by the spread or the inability to definitively combat COVID or other pandemics.
Fund and Compliance Risk	There is a risk that the Fund could be terminated, the fees and costs could change, BlackWall Fund Services Limited could be replaced as the responsible entity, or key personnel could change. The Responsible Entity has established operational risk and compliance processes and aims to minimise Fund risk by monitoring how these risks may impact on the Fund and by acting in the best interest of investors.
Cyber Risk	There is a risk of fraud, data loss, business disruption or damage to the information of the Fund or to Investors' personal information as a result of a threat or failure to protect such information or data.

RISK	DESCRIPTION AND HOW THE RISK IS MANAGED
<p>Related Party Risk</p>	<p>The Fund's structure assumes several ongoing related party arrangements which must be carefully managed to ensure that all relevant parties are acting in the best interests of Investors in the Fund. There may also be circumstances where funds managed by the Responsible Entity or related parties of the Responsible Entity hold investments in the Fund.</p> <p>The Responsible Entity is, and may continue to be, the responsible entity to other funds and investment vehicles. It is possible therefore that the Responsible Entity may, in the course of its business, have potential conflicts of interest which may not be managed effectively and therefore may be detrimental to the Fund and consequently Investors.</p> <p>The Responsible Entity and its affiliates have implemented policies and procedures to seek to identify and manage conflicts in a fair and equitable manner. There can be no guarantee that any such conflicts will be resolved in a manner that will not have an adverse effect on the Fund.</p>
<p>General Investment Risks</p>	<p>A downturn in the Australian and/or global economy in general could negatively impact the Property income and/or Property value. Changes in Federal and/or State government policy or legislation may adversely affect the Fund, Investors or the tenants' businesses conducted from the Property.</p>
<p>Tax Laws and Policies</p>	<p>Tax laws are in a continual state of change and reform which may affect the Fund's performance and/or returns achieved by Investors.</p> <p>There may be tax implications for Investors arising from investing in Units, the receipt of distributions and returns of capital from the Fund, and on any disposal of Units. Taxation consequences of any investment in the Fund will depend on the Investor's circumstances and it is the responsibility of the Investor to make their own enquiries and obtain advice from an accountant or other professional tax adviser concerning the taxation consequences of an investment in the Fund. The Responsible Entity and the Fund are not responsible for either taxation or penalties incurred by Investors.</p>



8 Fees and Other Costs

DID YOU KNOW?

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

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

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

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

To Find Out More

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

8.1 Fees and Costs Summary

This section shows fees and other costs that you may be charged. These fees and costs may be deducted from your money, from the returns on your investment or from the Fund assets as a whole. **The Responsible Entity has capped all fees and costs of the Fund at 0.50% of GAV, any other expenses and reimbursements in relation to the Fund will be borne by the Responsible Entity out of this fee.**

Tax details are set out in the 'Taxation' section (Section 10) of this PDS.

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

Pyrmont Bridge Road Mortgage Fund

TYPE OF FEE OR COST*	AMOUNT	HOW AND WHEN PAID
ONGOING ANNUAL FEES AND COSTS**		
Fund Management Fee The fees and costs for managing your investment.	Capped at 0.50% p.a. of the GAV of the Fund, comprised: <ol style="list-style-type: none"> 1. A management fee of 0.50% p.a. of the GAV of the Fund.*** 2. Estimated indirect costs of nil p.a. 3. Estimated expense recoveries of nil p.a. 	<ol style="list-style-type: none"> 1. This fee is accrued daily and is payable monthly in arrears out of the assets of the Fund. 2. Indirect costs are generally deducted from the assets of the Fund as and when incurred. 3. Expense recoveries are generally deducted from the assess of the Fund as and when incurred.
Performance Fee Amounts deducted from your investment in relation to the performance of the product.	Nil	Not Applicable
Transaction Costs The costs incurred by the Fund when buying or selling assets	Nil	Not Applicable
FEES FOR SERVICES OR WHEN YOUR MONEY MOVES IN OR OUT OF THE FUND		
Establishment Fee The fee to open your investment	Nil	Not Applicable

TYPE OF FEE OR COST*	AMOUNT	HOW AND WHEN PAID
Contribution Fee The fee on each amount contributed to your investment – either by you or your employer	Nil	Not Applicable
Withdrawal Fee The fee on each amount you take out of your Investment	Nil	Not Applicable
Termination Fee The fee to close your investment	Nil	Not Applicable
Switching Fee The fee for changing investment options	Nil	Not Applicable

* Unless otherwise stated, all fees and costs are quoted inclusive of GST, any applicable stamp duty and net of any input tax credits (ITCs) or reduced input tax credits (RITCs) that are expected to be available to the Fund, and are shown without any other adjustment in relation to any tax deduction available to the Responsible Entity.

** All estimates of fees and costs in this section are based on information available as at the date of this PDS and reflects the Responsible Entity's reasonable estimates of the typical ongoing amounts for the current financial year (adjusted to reflect a 12 month period). Please refer to the "Additional explanation of fees and costs" section below for more information on fees and costs that may be payable.

*** For certain wholesale clients (as defined in the Corporations Act), the Responsible Entity may, at its discretion and in accordance with ASIC Policy and the Corporations Act, negotiate, rebate or waive all or part of the Responsible Entity's management fee. Please refer to the 'Additional explanation of fees and costs' in this PDS for further details.

8.2 Example of Annual Fees and Costs

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

Pyrmont Bridge Road Mortgage Fund

EXAMPLE	BALANCE OF \$50,000 WITH A CONTRIBUTION OF \$5,000 DURING THE YEAR	
Contribution fees	\$0	For every additional \$5,000 you put in, you will be charged \$0.
Management fees and costs^{2,3}	0.50% p.a. of the GAV of the Fund.	And , for every \$50,000 you have in the Fund you will be charged or have deducted from your investments \$250.00 each year.
Performance fees	\$0	And , you will be charged or have deducted from your investments \$0 in performance fees each year.
Transaction costs	\$0	And , you will be charged or have deducted from your investments \$0 in transaction costs each year.
Cost of Managed Fund	Nil	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 in the range of: \$250.00 ^{1,4} What it costs you will depend on the fees you negotiate.

1 Additional fees may apply. Please refer to the 'Additional explanation of fees and costs' in this PDS for further details.

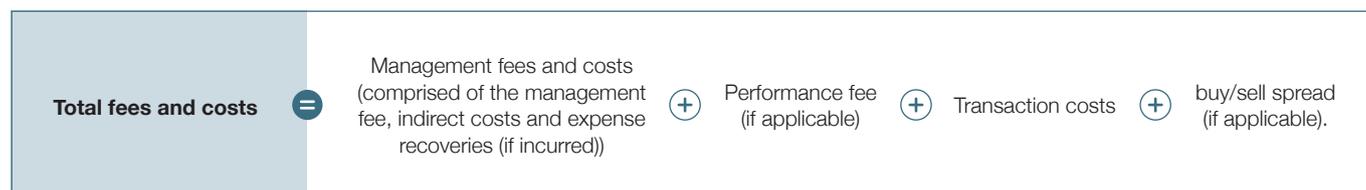
2 Please refer to footnote ** in the Fees and costs summary above.

3 Please refer to footnote *** in the Fees and costs summary above.

4 This amount excludes fees for any additional contributions that may be made during the year. We have assumed that the \$5,000 contribution is made at the end of the year and that the value of the investment is a constant. This example is therefore calculated using the \$50,000 balance only. Please note that this is just an example. In practice, actual investment balances will vary daily and the actual fees and costs charged are based on the value of the Fund, which may also fluctuate daily.

8.3 Additional explanation of fees and costs

The investment returns of the Fund will be affected by the fees and expenses incurred. The formula below broadly outlines the fees and costs associated with your investment in the Fund. Further information on these fees and costs are calculated is set out below in this section.



All estimates of fees in this PDS are based on information as at the date of this PDS. All costs reflect the Responsible Entity's reasonable estimates of those amounts where the Responsible Entity was unable to determine the exact amount or information was not available at the date of the relevant PDS.

Investors in the Fund typically will not bear any establishment costs, performance fees, contribution fees, withdrawal fees, exit fees or switching fees.

8.4 Management Fees and Costs

Management fees and costs include the amounts payable for administering the Fund, amounts paid for investing in the assets of the Fund and other expenses and reimbursements in relation to the Fund and investments. The management fees and costs of the Fund are comprised of a management fee only. The Responsible Entity has undertaken to pay all other direct and indirect costs and other recoverable expenses out of the management fee that is charged.

Management Fee

The Fund Management Fee is the fee paid to the Responsible Entity for providing investment management services. The fee is paid monthly in arrears to BFS for managing the Fund and is 0.50% p.a. of the Fund's GAV. The Fund Management Fee is paid from the assets of the Fund only after the distribution is paid. This fee includes all expense recoveries, audit and tax fees, insurance etc. The Responsible Entity estimated that after expenses are paid it will receive a fund management fee of approximately 0.40% of GAV.

Where the income derived from the Property in any quarter is insufficient to meet the Fund Management Fee, the outstanding Fund Management Fee accrues and earns Accrual Interest until paid. Management fees disclosed in this PDS will not be increased without providing at least 30 days' advance notice to you.

Indirect Costs

Indirect costs include any amount that we know or reasonably ought to know, or where this is not the case, may reasonably estimate has reduced or will reduce (as applicable), whether directly or indirectly, the return of the Fund, or the amount or value of the income of, or property attributable to the Fund, or an interposed vehicle that the Fund invests. These indirect costs are reflected in the Unit price of your investment in the Fund and include any underlying (indirect) management fees and costs and other indirect costs.

The estimate of indirect costs as disclosed in this PDS is nil as the Responsible Entity does not expect to incur any indirect costs associated with the Fund Mortgage in the next 12 months. The indirect costs may vary from year to year.

Expense Recoveries

The Responsible Entity is entitled to separately recover expenses (such as fund accounting, unit registry, custody, audit costs, postage and preparation of tax returns etc) from the assets of the Fund. Provided that the expenses are properly incurred, there is no limit on the amount of these expenses that may be recovered by the Responsible Entity from the assets of the Fund.

The management fees and costs figure disclosed in the fees and costs summary of this PDS includes the estimated expense recoveries of the Fund of nil, which is the amount that the Responsible Entity reasonably estimates to be incurred and recovered in the next 12 months because expense recoveries are included in the Fund Management Fee.

Transaction Costs

Transaction costs may be incurred when assets are bought or sold by the Fund.

Transaction costs are reflected in the Fund's Unit price. As these costs are factored into the value of the Fund's assets and reflected in the Unit price, they are an additional cost to you and are not a fee paid to the Responsible Entity. The estimated transaction costs disclosed in the fees and costs summary in this PDS, being nil, reflect the amount the Responsible Entity's reasonable estimates (where the Responsible Entity was unable to determine the exact amount or information was unavailable at the date of this PDS).

Adviser Service Fee

The Responsible Entity does not pay any commission to financial advisers in respect of the issue of Units in the Fund. Investors are able to direct the Responsible Entity to pay an amount on their behalf to their adviser. This amount will be deducted from your application money and will accordingly reduce the amount of your capital invested in the Fund and the corresponding number of Units issued to you.

Changing the Fees

The Responsible Entity may change the amount of any fees in this PDS (including increasing fees up to the maximum set out in the Constitution) without your consent on 30 days' advance notice to you.

The Responsible Entity may introduce and increase fees at its discretion, including where increased charges are due to changes to legislation or regulation, increased costs, significant changes to economic conditions and/or the imposition of increased processing charges by third parties.

However, the Responsible Entity cannot charge more than the maximum fees permitted under the Constitution as set out below (otherwise we would need Investors' approval to increase the fee maximums in the Constitution).

Maximum Fees

Under the Constitution the maximum fee payable to the Responsible Entity for the Fund is 2% (excluding GST) per annum of GAV. As at the date of this PDS the Responsible Entity does not propose to charge this fee. All management fees are calculated on the GAV of the Fund and quoted inclusive of GST and net of any RITCs except where indicated otherwise.

Tax and GST

Information on Tax is set out in section 10. All fees stated in the tables in this section are inclusive of GST less any applicable input tax credits or reduced input tax credits the Fund may claim, unless otherwise stated. Where the Fund is entitled to input tax credits under the GST legislation for GST paid in respect of services provided to it (generally 75% of the GST paid), the cost to the Fund of paying GST will be reduced proportionally.

Fee Waiver and Deferral

The Responsible Entity may accept lower fees and expenses than it is entitled to receive under the Constitution, or it may defer payment of those fees and expenses for any time.

Differential Fees

The Responsible Entity and the manager may charge, rebate or waive all or part of the fees they receive to 'wholesale clients' as defined in the Corporations Act on an individually negotiated basis, subject to the Corporations Act and any relevant ASIC policies. In addition, different or additional fees may be applied in respect of investments in the Fund by wholesale clients. The Responsible Entity can be contacted at the address specified in the 'Corporate Directory' section of this PDS for further details.

Financial Advisers

Additional fees may, subject to the Corporations Act, be paid by you to a financial adviser if you have consulted a financial adviser. You should refer to the Statement of Advice provided by your financial adviser in which details of the fees are set.

9 Additional Information

9.1 Constitution

The Constitution of the Fund is dated 20 January 2022 (as amended from time to time). The Constitution sets out the rights and responsibilities of the Responsible Entity and Investors.

The Fund is a registered managed investment scheme under the provisions of the Corporations Act, as amended from time to time. The Corporations Act can affect the terms of the Constitution and the obligations of the Responsible Entity. Investors' rights may therefore be varied by legislation or by amendment to the Constitution, which is also governed by the Corporations Act. A copy of the Constitution can be obtained free of charge by contacting the Responsible Entity.

The following is a summary of some of the principal rights and responsibilities of Investors and the Responsible Entity set out in the Constitution:

- **Units:** The beneficial interest in the Fund is divided into Units. Each Unit confers on the Investor a beneficial interest in the Fund. Units may be transferred, subject to the approval of the Responsible Entity;
- **Liability of Investors:** The liability of Investors in relation to the operations of the Fund is limited to providing in full their Application Money. No personal guarantees or further calls on capital are required from Investors unless partly paid units are issued;
- **Withdrawal:** Investors have no right to withdraw their investment in the Fund;
- **Income:** Responsible Entity must collect all income, profits or other monies of, or belonging to, the Fund to be held on trust for the Investors;
- **Distributions:** If a distribution (other than distributions made to redeeming Investors) is determined by the Responsible Entity, each Investor will be entitled to receive an amount in proportion to the number of Units held in the Fund at the end of the applicable distribution period;
- **Termination:** The trust will terminate on the earlier of a date specified by the Responsible Entity as the date of termination and the date on which the Fund otherwise terminates in accordance with the Constitution, the Corporations Act or law;
- **Winding Up:** If the Fund is wound up, Investors will be entitled to participate in any surplus assets of the Fund according to the number of Units held at that time. The Responsible Entity may postpone the winding up of the Fund if it is in the interests of Investors to do so;
- **Communications:** Investors are entitled to receive notice of, and to attend and vote at, a general meeting of the Fund and to receive all notices, accounts and other documents required to be sent to Investors under the Constitution, the Corporations Act or the general law;
- **Voting:** Each Investor present in person or by attorney, representative or proxy at a general meeting of the Fund has one vote on a show of hands and one vote per Unit owned on a poll;
- **Fees:** The Constitution provides that the Responsible Entity will be entitled to be paid fees which are set out in section 8;
- **Expenses:** The Responsible Entity is also entitled to receive out of the assets of the Fund reimbursement for all Scheme Expenses and any other costs properly incurred in operating and managing the Fund but has undertaken to cap these expenses at 0.5% of GAV and recupereate these as part of the fund management fee;
- **Valuation:** The Responsible Entity can value the Fund's assets at any time and must do so as required by the Corporations Act;
- **Powers:** The Responsible Entity has all the powers in relation to the Fund's assets as if it were the absolute beneficial owner of those assets;
- **Offer to Acquire Units:** If an offer is made to purchase all of the Units in the Fund on the same terms and holders of 75% of units accept, then the Responsible Entity can require all non-accepting Investors to accept the offer and transfer their units; and
- **Changing the Constitution:** The Constitution may be amended by Special Resolution of Investors, or by Responsible Entity if it reasonably considers the change will not adversely affect the rights of Investors.

9.2 Fund Mortgage

The Fund Mortgage is a second mortgage registered on the title of the Property. Under its terms the Fund advances the Capital (the amount raised by the Fund) to the Property Owner.

Term

There is a 5 year term commencing on the date the Capital is advanced to the Property Owner, after which time either the Property Owner pays out these amounts or the Property needs to be sold to allow repayment of the balance of the Capital and the other secured obligations.

Dealing with Net Property Income

The Net Property Income is required to be paid in the following order of priority:

- Property Expenses, First Mortgage costs (such as interest payments to the First Mortgagee) and Scheme Expenses (expenses relating to operating the Fund);
- PBRMF Interest
- Subordinated Notes interest; and
- the balance is paid to the Property Owner.

Procedure at the End of the Term

On maturity the Property Owner discharges the Fund Mortgage by paying out unpaid Scheme Expenses, Capital, any accrued but unpaid Interest, accrued but unpaid Fund Management Fees and any Accrual Interest.

Alternatively, if the Property is sold at the end of the Term, the sale proceeds will be disbursed in the following order:

- the sale costs;
- the amounts owing under the First Mortgage;
- unpaid Interest and any Accrual Interest on it;
- the Fund Capital;
- unpaid Distributions, Fund Management Fees and any Accrual Interest on them
- any amounts deemed to be repaid under the Subordinated Notes; and
- the balance to the Property Owner.

The excess will be divided as follows:

- the balance to the Property Owner.

Events of Default

The Fund Mortgage provides limited events of default including:

- the Fund Mortgage becoming wholly or partly void or voidable;
- a First Mortgagee exercising its powers of sale;
- the Property Owner not remedying a breach of the Fund Mortgage 14 days after receiving notice of the breach;
- an insolvency event occurring;
- the Property Owner being deregistered.

If there is an event of default and the Property Owner attempts to redeem the Fund Mortgage, the Fund has an option to acquire the Property at no cost and hold it until all amounts payable on discharge are paid. If the Fund exercises its option, it will hold the Property on trust for the Property Owner until the end of the term and will comply with the terms of the Fund Mortgage.

If there is an event of default the Fund may negotiate directly with the First Mortgagee to increase the First Mortgage amount, refinance the First Mortgage or discharge the First Mortgage.

9.3 Distribution Practices

ASIC requires information on how the Fund will fund distributions to Investors and any risks associated with current distribution practices.

DISTRIBUTION DESCRIPTION	DISTRIBUTION SOURCE
Distributions are a quarterly preferred payment equating to 6.00% per annum of Fund Capital. Distributions are paid 30 days in arrears after the end of each quarter year from the Commencement Date except for the final quarter of a financial year, in which case, where the Fund is an AMIT, the distribution will be made within three months of the end of that financial year). If there are insufficient funds available to make a distribution payment in any quarter, that payment obligation accrues and interest is paid on it at a rate of 2% per annum (Distribution Accrual Interest) until there are sufficient funds derived from the Property for the outstanding distribution and Distribution Accrual Interest to be paid.	PBRMF Interest

The factors that would have the most material impact on forecast distributions and the risk to changes in these factors are:

FACTORS IMPACTING FORECAST DISTRIBUTION	RISK OF CHANGES TO THESE FACTORS ON DISTRIBUTIONS	SENSITIVITY ANALYSIS BASED ON CHANGES TO THESE FACTORS
Rental Income	If rental income declines, then there may not be sufficient income from the Property to pay PBRMF Interest. However, under the Fund Mortgage, if PBRMF Interest is not paid on time then interest accrues on any overdue PBRMF Interest payments.	Rental income would need to decline by \$3,062,000 (34%), from the commencement of the Fund before the payment of Mortgage Interest is affected, all other assumptions remaining the same.
Change in Interest Rates	The First Mortgage matures on 31 January 2024 and is hedged through an interest rate swap commencing in July 2024 and expiring in July 2028. \$30 million of the \$60 million first mortgage is subject to this swap and is fixed at a rate of 1.67% during this time. The effect of changes in interest rates beyond 31 January 2024 is dependent on the terms of the facility that will refinance the First Mortgage and any hedging facilities in place at that time. If there is insufficient income after payment of First Mortgage interest, then this could affect payment of PBRMF Interest.	Average cost of debt (comprising interest rates and bank margins) would need to increase to more than 6.61% before the interest rate swap becomes effective on 23 July 2024, whereas average cost of debt would need to increase to 9.88% during the term of the interest rate swap arrangement before the payment of Mortgage Interest is affected, all other assumptions remaining the same. Furthermore, this effect could vary over time given the calculation relates to the first year of the Fund which incorporates periods of vacancy in some tenancies.
First Mortgage Default	If the Property Owner defaults under the First Mortgage, the First Mortgagee may, at its discretion, seek interim remedies such as increasing the cost of debt to default rates, demanding all cash flow from the property be directed toward the repayment of debt or, ultimately, demanding the immediate repayment of the loan through a forced property sale. Any of these measures may result in there being insufficient cash to pay outstanding PBRMF Interest.	If the Fund is required to pay default interest rates, the effect on PBRMF Interest is described above (under Change in Interest Rates). If the Fund is required to redirect all available cash flow to the repayment of debt, the payment of PBRMF Interest would cease for the period during which this remedy was in place. If the Fund is required to sell the Property, PBRMF Interest payments would cease.

9.4 Corporate Governance

Compliance Plan

Under the Corporations Act, the Fund is required to have a Compliance Plan lodged with ASIC. The Compliance Plan sets out measures and procedures that the Responsible Entity will implement to ensure that the Fund's operation complies with the Corporations Act and its Constitution. A compliance committee has been appointed to monitor compliance by the Responsible Entity with the Constitution and Compliance Plan. A copy of the Compliance Plan is available free of charge on request by contacting the Responsible Entity.

Complaints Handling

The Responsible Entity has a formal complaint handling procedure in place. If you have any concerns or complaints, you can contact us at info@blackwall.com.au. We will acknowledge your complaint within two Business Days of receipt of the complaint and will address your complaint within 30 days of receipt. All Investors are able to access the Responsible Entity's complaints procedures outlined in this paragraph.

After receipt of the complaint, the Responsible Entity will use reasonable endeavors to deal with and resolve the complaint within a reasonable time (but in any case, in accordance with its duties under the Corporations Act). If you believe that your matter has not been dealt with satisfactorily or we do not address your complaint within 30 days of receipt and an extension has not been agreed, you can lodge a complaint with the Australian Financial Complaints Authority (**AFCA**) by:

- calling 1800 931 678; or by
- writing to GPO Box 3, Melbourne VIC 3001; or
- by emailing info@afca.org.au

AFCA provides a fair and independent financial services complaint resolution service that is free to consumers.

Privacy

From time to time, the Responsible Entity will need to collect and verify personal information about you (and where applicable, people acting on your behalf) in order to comply with its legal obligations. The Responsible Entity collects, uses and stores your personal information in accordance with its privacy policy and the Privacy Act 1988 (Cth). You can request access to your personal information or BlackWall's full privacy policy by contacting the Responsible Entity.

9.5 Labour standards and Environmental, Social or Ethical Considerations

Whilst the Responsible Entity intends to conduct its affairs in an ethical and sound manner, its investment criteria do not include giving additional weight to labour standards, environmental, social or ethical considerations when making or realising an investment of the Fund.

9.6 Change of Investor Details

During the Term of the Fund, Investors must promptly inform the Responsible Entity of any change to their details. Any such change must be advised in writing and signed by all parties who hold those Units. Investors can obtain copies of the necessary forms by contacting the Responsible Entity whose details are contained in the Corporate Directory at the end of this PDS.

9.7 Investor Communication

Investors will be kept informed of the status of their investment and the Fund generally through the following communications:

- quarterly distribution statements;
- the Fund's reports to Investors including annual periodic statements;
- the Fund's Half-Yearly Report and financial statements (only if the Fund is a "disclosing entity", as that term is defined in the Corporations Act, see section 9.8 below for further information);
- the Fund's Annual Report and financial statements; and
- updates contained on the Responsible Entity's website at www.blackwall.com.au/invest, which will include disclosures required under RG 45 as well as any continuous disclosure notices (assuming the Fund is a "disclosing entity", as that term is defined in the Corporations Act).

9.8 Continuous Disclosure

Depending upon the number of Applications received under the Offer, the Fund may be a disclosing entity under the Corporations Act. As a disclosing entity the Fund is subject to regular reporting and continuous disclosure obligations.

Copies of documents lodged with ASIC by the Fund may be obtained from, or inspected at, an ASIC office. If applicable, you may also obtain from the Responsible Entity, free of charge, copies of the following documents:

- the most recent annual financial report;
- the most recent half-yearly financial report lodged with ASIC; and
- any continuous disclosure notices lodged with ASIC.

9.9 Material Contracts

Other than the Constitution and Fund Mortgage outlined in sections 9.1 and 9.2 above, there are no material contracts that relate to the Fund.

9.10 Related Party Transaction and Conflicts

The Fund has not engaged in any related party transactions. Any future related party transactions will be made on commercial and arm's length terms otherwise member approval will be obtained (unless another exception in the Corporations Act applies).

The Responsible Entity maintains and complies with its Related Party Policy and Procedures, a summary of which is set out below:

- Each employee and officer of the Responsible Entity is responsible for initiating a related party transaction report if a potential related party transaction is identified;
- The Managing Directors of the Responsible Entity must consider the related party transaction in the context of the Corporations Act and whether any exceptions apply;
- The transaction is assessed as to whether the arm's length exception applies having regard to ASIC Regulatory Guide 76;
- The related party transaction report is considered at the next board meeting and compliance committee meeting at which it is decided whether an exception applies or whether member approval will be obtained;
- The Company Secretary monitors all related party transactions to ensure that they are approved in the required manner and all necessary disclosures made.

Subject to law, nothing in the Constitution prevents the Responsible Entity or its Directors (or any entity connected with the Responsible Entity) from entering into transactions with the Fund. The Responsible Entity and its Directors will, in connection with any such transaction, act in a fiduciary relationship of utmost good faith to all Investors. The Directors and other related parties of the Responsible Entity may hold Units in the Fund from time to time. Where Directors and other related parties of the Responsible Entity acquire Units from time to time, they will be acquired on no more favourable terms as for any other Investor in the Fund.

9.11 Anti-Money Laundering and Counter Terrorism Financing

The AML Act and other applicable anti-money laundering and counter terrorism laws, regulations, rules and policies which apply to the Responsible Entity (AML Requirements), regulate financial services and transactions in a way that is designed to detect and prevent money laundering and terrorism financing.

9.12 Target Market Determination

The target market determination for Units in the Fund is available at the Responsible Entity's website, free of charge, located at www.blackwall.com.au/pyrmont-bridge-road-mortgage-fund.

9.13 Legal Proceedings

The Responsible Entity is not, and has not been during the 12 months preceding the date of this PDS, involved in any legal or arbitration proceedings that could have a significant effect on the financial position of the Fund or the Responsible Entity. As far as the Directors are aware, no such proceedings are threatened against the Fund or the Responsible Entity.

9.14 Directors' Authorisation

Each of the Directors has consented to, and has authorised the issue of, this PDS on behalf of the Responsible Entity.

9.15 Governing Law

This PDS and the contracts formed on acceptance of applications are governed by the laws in force in the state of New South Wales and each Applicant submits to the nonexclusive jurisdiction of the courts of New South Wales.

10 Taxation

10.1 Overview

There may be taxation implications arising from an investment in the Fund (e.g. receiving income, acquisition and redemption of Units in the Fund). The following summary of taxation considerations contains basic information of a general nature only and does not constitute tax advice.

This taxation summary assumes the relevant Investor:

- is not subject to the Taxation of Financial Arrangements (**TOFA**) regime in Division 230 of the Income Tax Assessment Act 1997 (Cth); and
- hold Units in the Fund on capital account (i.e. for investment purposes) and the Australian capital gains tax (**CGT**) rules apply to the Investor.

This summary does not apply to:

- Investors who will hold their Units as trading stock or revenue assets;
- financial institutions, insurance companies, partnerships, tax exempt organisations, or temporary residents;
- dealers in securities;
- Australian residents who hold their Units as part of an enterprise carried on at or through a permanent establishment in a foreign country or foreign residents who hold their Units as part of an enterprise carried on at or through a permanent establishment in Australia; or
- Investors who change their tax residence while holding Units.

This summary is based on the taxation laws in force applicable as at the date of this PDS.

The Australian taxation laws are subject to change and all investors are advised to seek their own professional advice on the taxation implications of investing in the Fund with respect to their individual circumstances.

10.2 AMIT Regime

The Tax Laws Amendment (New Tax System for Managed Investment Trusts) Act 2016 (Cth) governs the Attribution Managed Investment Trust (**AMIT**) regime. An AMIT, in broad terms, is a managed investment trust (**MIT**) whose unitholders have clearly defined interests in relation to the income and capital of the trust and the trustee or responsible entity of the MIT has made an irrevocable election to apply the regime.

The Responsible Entity may make the election for the Fund to be an AMIT where it meets the relevant requirements.

The AMIT rules contain several provisions that will impact on the taxation treatment of the Fund. The key features include:

- an attribution model for determining member tax liabilities, which also allows amounts to retain their tax character as they flow through an AMIT to its unitholders;
- the ability to carry forward understatements and overstatements of taxable income, instead of re-issuing investor statements;
- deemed fixed trust treatment under the income tax law;
- upwards cost base adjustments to units to address double taxation; and
- legislative certainty about the treatment of tax deferred distributions.

Reforms to the taxation of trusts are generally ongoing. Investors should seek their own advice and monitor the progress of announcements and proposed legislative changes on the potential impact.

10.3 Taxation of the Fund

The Fund should not be classified as a public trading trust under Division 6C of the Income Tax Assessment Act 1936 (Cth). Accordingly, the Fund should not be liable to Australian income tax, including CGT, provided Investors are presently entitled to, or – where the Fund is an AMIT – are attributed, all of the income of the Fund for each income year.

10.4 Taxation of Investors

(a) Income of the Fund

The Fund's income will generally consist of interest arising from the Fund's debt interest in Pyrmont Bridge Property Pty Ltd.

Australian resident Investors will be advised of their share of the net (taxable) income of the Fund that is required to be included in their assessable income each year.

For non-resident Investors, their share of interest income distributed by the Fund may be subject to interest withholding tax (generally 10%).

Where a distribution from the Fund exceeds the Investor's share of the net income of the Fund for tax purposes, the excess may not be immediately taxable but will reduce the cost base and reduced cost base of the units held by the Investor (this excess is often called the "tax deferred" component of the distribution).

For an Australian resident Investor, once the Investor exhausts the Investor's cost base in the units, the tax deferred component of distributions will give rise to an immediate capital gain. In calculating such capital gains, the tax deferred components of all distributions received during an income year are aggregated and the capital gain is taken to arise on the last day of the income year. Certain Investors (trusts, individuals and complying superannuation funds) may be eligible for the CGT discount in respect of such capital gains where they have held the units for at least 12 months.

A capital gain or loss arising in relation to a unit should be disregarded by non-resident Investors.

(b) Redemption of Units

Generally, on the redemption of units, a CGT event will occur and the Investor will need to determine whether a capital gain or capital loss is realised on the redemption.

An Investor will make a capital gain if the redemption proceeds exceeds the cost base of the Unit. If the redemption proceeds are less than the reduced cost base of the units, a capital loss will arise. Capital losses can only be offset against capital gains (before any available CGT discount) derived by an Investor in the same income year or subsequent income years.

In broad terms, the cost base of a unit is the amount the Investor paid for it (including incidental costs of acquisition and disposal) less any reductions for the tax deferred component of distributions received (see section 10.4(a) above).

The proceeds for the purposes of calculating the capital gain should be reduced by the amount of Fund income which forms part of the redemption proceeds. The income component of the redemption price will be advised by the Responsible Entity.

If, following the reduction in capital proceeds, a capital gain still arises, the capital gain may be eligible for the CGT discount for an Australian resident Investor (after offsetting any current year capital losses or carry forward net capital losses from previous years). If the Investor is an individual, a complying superannuation fund or a trustee and acquired (or is taken to have acquired) for CGT purposes units at least 12 months prior to the date of the redemption of their units, the amount of the Investor's capital gain is reduced by the relevant CGT discount. Individuals and trusts will be entitled to a 50 per cent discount and complying superannuation entities to a 33.33 per cent discount in respect of such gains. Companies are not entitled to discount capital gains.

A capital gain or loss arising in relation to a unit should be disregarded by non-resident Investors.

10.5 Goods and Services Tax (GST)

References to GST in this PDS are to GST payable in Australia.

No GST should generally be payable in respect of the acquisition of units. As these all involve dealings with securities, the various supplies will be input taxed (i.e. not subject to GST).

There may be an indirect GST cost as input tax credits will generally not be available for GST charged to the acquirer in respect of supplies relating to the dealings with the units (i.e. legal and other adviser fees).

10.6 Duty

Stamp duty is the responsibility of investors.

In the usual case, the issue and redemption units should not attract any duty but investors should confirm the duty consequences with their taxation adviser.

10.7 Tax File Numbers (TFNs) and Australian Business Numbers (ABNs)

It is not compulsory for an Investor to quote their TFN or ABN. However, if neither is quoted and unless information in relation to an exemption is provided, the Responsible Entity is required to withhold tax from income distributions to the Investor at the top marginal tax rate plus Medicare levy.

The Investor may be able to claim a credit in the Investor's tax return for any TFN/ABN tax withheld. By quoting their TFN or ABN to the Fund, the Investor authorises the Responsible Entity to apply it in respect of all of the Investor's investments in the Fund.

10.8 Foreign Account Tax Compliance Act (FATCA) & Common Reporting Standard (CRS)

The Foreign Account Tax Compliance Act implemented by the US aimed at ensuring US taxpayers do not avoid paying tax on income earned outside of the US.

The Fund is a Financial Institution under the intergovernmental agreement entered into between the Australian and U.S. governments in relation to FATCA on 28 April 2014 (**IGA**). The Fund is also a Financial Institution under the OECD Common Reporting Standard for Automatic Exchange of Financial Account Information (**CRS**).

The Responsible Entity is required to:

- conduct due diligence on investors in the Fund; and
- report information in respect of certain unitholders and their unit holdings in the Fund to the Australian Taxation Office (**ATO**). Broadly, the Responsible Entity will report to the ATO information in respect of unitholders who are:
 - U.S. citizens or residents,
 - certain types of U.S. entities, and
 - certain types of non-U.S. entities that are controlled by U.S. persons (pursuant to the IGA), or
 - foreign resident individuals, certain types of foreign resident entities, and certain types of Australian entities that are controlled by foreign residents (pursuant to the CRS).

Investors will be asked to provide information and/or documentation for FATCA and CRS purposes when investing in the Fund. The Responsible Entity may report information in respect of an Investor and their unit holding in the Fund to the ATO.

The ATO will share information reported to it by Australian financial institutions with the U.S. Internal Revenue Service or tax authorities of jurisdictions that have signed a relevant CRS Competent Authority Agreement.

For further information in relation to how our due diligence and reporting obligations under the IGA and CRS may affect you, please consult your tax adviser.

11 Applications and Withdrawals

11.1 Complete the Application Form

To invest in the Fund, please:

- complete the online Application Form available at www.blackwall.com.au/pyrmont-bridge-road-mortgage-fund or the hard copy Application Form in accordance with the instructions set out on the form;
- nominate the maximum Application Amount that you wish to apply for; and
- provide payment of \$1.00 per Unit.

If you complete a hard copy Application Form, please forward or deliver the completed form, to the following address:

By Mail:

Pyrmont Bridge Road Mortgage Fund Offer
PO Box 612
Neutral Bay NSW 2089

By Hand:

BlackWall Head Office
Level 1, 50 Yeo Street
Neutral Bay NSW 2089

11.2 Identification and verification requirements

The Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth) (AML/CTF Act) requires the collection and verification of specific information from Investors and where relevant, from beneficial owners. As well as completing the Application Form, you may also be required to provide identification. The actual documentation required will depend on what type of investor you are (for example, individual, sole trader, superannuation fund, trust or Australian company). The required identification documents are outlined in the Application Form.

Under relevant laws, we may be required to ask you for additional identity verification documents and/or information about you or anyone acting on your behalf, either when we are processing your investment request or at some stage after we have issued Units in the Fund. We may pass any information we collect and hold about you or your investment to relevant government authorities.

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 until we receive the required document(s). We will contact you as soon as possible if we require more information.

11.3 Payment

Applicants must pay the Issue Price for the number of Units applied for under the Offer in full.

Payment may be made by:

Electronic funds transfer

Bank: National Australia Bank
Reference: 'Investor surname/company or trust'
Account Name: BlackWall Applications
BSB: 082 057
Account Number: 155636601

Bpay

Bill code: 504191
Please contact info@blackwall.com.au to obtain your CRN.

11.4 Interest on Application Monies

Until Units are issued, Application Monies will be held on trust in a bank account. The account will be established and kept solely for the purpose of depositing Application Monies and retaining those funds for as long as required under the Corporations Act. Any interest accrued on Application Monies will be retained by the Responsible Entity. In this regard to the fullest extent permitted by law, each Applicant agrees that the Application Monies will not bear or earn interest for the Applicant, irrespective of whether or not all or any of the Units applied for by the Applicant are issued. The Responsible Entity will bear any bank charges payable with respect to the bank account in which Application Monies are held until the Application Monies are applied to the issue of Units.

11.5 Responsible Entity's Discretion

The Responsible Entity has the complete discretion to accept or reject an Application in whole or in part. Any Application money not accepted will be returned and no interest will be paid. The Responsible Entity may reject or scale back Applications at its discretion.

11.6 Your Cooling-Off Rights

If you are a retail investor (as defined in the Corporations Act), who invests directly in the Fund, you are entitled to a 14 day cooling-off period during which you may change your mind about your investment. During that time, you may exercise your cooling-off rights by requesting your money be returned. This cooling-off period commences on the earlier of either the date you receive confirmation of your investment or the end of five Business Days after the day on which your Units are issued. The realised market value of the Units will be refunded, less any taxes and reasonable transaction and administrative costs. This may result in you receiving back a lower amount than you originally invested. You may also have capital gain/loss tax implications if you happen to receive a higher or lower amount back than you originally invested.

If you wish to cancel your investment during the cooling-off period, you need to inform us in writing of your intention to exercise this right before the end of the cooling-off period (and before exercising any rights or powers you have in respect of your investment in the Fund).

Cooling-off rights will not apply to "wholesale clients" as defined by the Corporations Act.

11.7 Allocation and Allotment of Units

Allotment of Units will be made as soon as practicable after Application Monies are received. The Responsible Entity reserves the right to allot Units in full for any Application or to allot any lesser number and to decline any Application received. Application monies will be held in a separate bank account in trust for all Applicants until the allotment of Units occurs.

Where the number of Units allotted is less than the number applied for, the surplus Application Monies will be returned to the account from which it was received within 14 days after the Closing Date. Where no allotment is made, the amount tendered on application with the relevant Application Form will be returned in full to the account from which it was received within 14 days after the Closing Date. Interest will not be paid on monies refunded.

A completed and lodged Application Form, together with the Application Monies, constitutes a binding and irrevocable Application for the number of Units specified in the Application Form.

If the Application Form is not completed correctly, or if the accompanying payment of the Application Monies is for the wrong amount, it may still be treated as a valid Application.

The Responsible Entity's decision whether to treat the Application as valid and how to construe, amend or complete the Application Form is final. However, an Applicant will not be treated as having applied for more Units than is indicated by the amount of the Application Monies.

If, after the initial 20 million Units have been issued, further Applications are received, the Responsible Entity may redeem Units held by WOTSO Property and issue new Units to new Investors to satisfy those Applications.

11.8 Withdrawal Arrangements

Members have no right to withdraw from the Fund under the Constitution. This is because the Fund has a fixed term and Investors will realise their investment at the end of the Term in approximately 5 years (subject to early termination). Investors should consider an investment in the Fund as a long-term investment, however, Units may be transferred.

11.9 Enquiries

If you require assistance to complete the Application Form or for general enquiries regarding the PDS, please contact the Responsible Entity in one of the following ways:

By email: info@blackwall.com.au

By phone: 1800 789 141

12 Glossary

\$A or \$ or AUD or cents	Australian currency, being Australian dollars and cents.
Accrual Interest	Interest on any unpaid PBRMF Interest or Fund Management Fees calculated at the rate of 2% per annum.
Applicant	A person who makes an Application for Units under this PDS.
Application	An application under this PDS.
Application Form	The form for applying to make an initial investment in the Fund.
Application Money	Monies payable in connection with an Application.
BlackWall	BlackWall Limited ACN 146 935 131.
Business Day	A day, other than a Saturday, Sunday or public holiday in Sydney, Australia.
Cash Rate	The cash rate as determined and published by the Reserve Bank of Australia.
Commencement Date	The date on which the Fund commences and Units are allotted to Applicants, being 1 July 2022.
Distribution Accrual Interest	Interest on any unpaid distributions calculated at the rate of 2% per annum.
FATCA	Foreign Account Tax Compliance Act.
First Mortgage	The mortgage ranking in priority to the Fund Mortgage secured on the Property from time to time.
First Mortgagee	The holder of the First Mortgage from time to time and at the date of this PDS, National Australia Bank.
Fund	The Pymont Bridge Road Mortgage Fund (ARSN 120 024 713).
Fund Mortgage	The mortgage or mortgages, ranking behind the First Mortgage, over the Property between the Responsible Entity (as responsible entity of the Fund) and the Property Owner to be dated on or about the Commencement Date.
Funding Costs	Bank interest on the First Mortgage, Scheme Expenses, PBRMF Interest, and the Fund Management Fee.
Fund Capital	The total fully paid amount raised under the Offer.
Fund Management Fee	The fee payable quarterly in arrears to the Responsible Entity which is calculated by the GAV of the Fund from time to time multiplied by 0.50% p.a.
GAV	Gross asset value.
Gross Property Income	All revenue derived from the Property including but not limited to rental, licence fees and any revenue derived from merchandising and any additional borrowings on the Property that the Responsible Entity in its absolute discretion determines to be treated as revenue.
Investor	A person or entity that holds Units in the Fund from time to time.
Issue Price	\$1.00 per Unit.
LVR	The loan to value ratio, expressed as a percentage and calculated by dividing the total principal outstanding under the relevant debt facility by the value of the Property.
Net Property Income	Gross Property Income less Property Expenses.
Offer	The offer of Units in the Fund on terms and conditions contained in this PDS.
PBRMF Interest	The interest payable quarterly in arrears on the Fund Mortgage which is calculated at the rate of 6.50% per annum of Fund Capital.
Property	The property situated at 55 Pymont Bridge Road, Pymont New South Wales.

Property Expenses	The costs of holding the Property including but not limited to rates, taxes, insurance, capital and refurbishment costs and fees paid to the Property Manager.
Property Manager	BlackWall Management Services Pty Ltd ACN 099 411 855.
Property Owner	Pymont Bridge Property Pty Ltd ACN 602 201 445.
Property Value	\$148 million, based on the independent valuation dated January 2022.
PSNT	Pymont Subordinated Notes Trust.
Responsible Entity	BlackWall Fund Services Limited ACN 079 608 825.
Scheme Expenses	<p>The following costs and expenses in respect of and connected to the Fund but not limited to:</p> <ul style="list-style-type: none"> (a) the preparation, audit and lodgment of the taxation returns and accounts of the Fund including the auditor's fees; (b) the costs and expenses of the compliance committee established in connection with the Fund including any fees paid to or insurance premiums in respect of compliance committee members; (c) the implementation, amendment and audit of the Compliance Plan; (d) the engagement and provision of services by the Registry and Custodian (if engaged); (e) any insurance premium incurred by the Responsible Entity in relation to the Fund; (f) complying with any law, and any request or requirement of ASIC in respect of the Fund or the Fund Mortgage; and (g) the Responsible Entity's out of pocket expenses to carry out or in relation to (a) to (f) above.
Subordinated Notes	Notes, ranking behind the First Mortgage and Fund Mortgage, issued by the Property owner that may be repaid or converted to equity in the Property Owner.
Term	The term of the Fund, being 5 years from Commencement Date.
Units	A unit or units in the Fund.

BLACKWALL FUND SERVICES LIMITED

ACN 079 608 825 AFS Licence No. 220242

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Neutral Bay NSW 2089

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