



Sydney Wyde Mortgage Fund

PRODUCT DISCLOSURE STATEMENT

27 MARCH 2025

Issued by Sydney Wyde Mortgage Management Limited
ABN 19 090 567 150 | AFSL & ACL 245506

This document is a product disclosure statement (PDS). It contains important information for summarising the benefits, options, features and risks of the product.

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IMPORTANT INFORMATION

DESCRIPTION	SUMMARY
Responsible Entity and Issuer	The issuer of interests in the Sydney Wyde Mortgage Fund ARSN 108 342 123 (Fund) is Sydney Wyde Mortgage Management Limited (Sydney Wyde, Responsible Entity, we or us). Sydney Wyde holds Australian financial services licence no: 245506 and Australian credit licence no: 245506. Contact details for Sydney Wyde are set out in the <i>Corporate Directory</i> at Annexure A.
About this PDS	This Product Disclosure Statement (PDS) was prepared by Sydney Wyde on and is dated 27 March 2025. This PDS has not been lodged with the Australian Securities and Investments Commission (ASIC) and is not required by the <i>Corporations Act 2001</i> (Cth) (Corporations Act) to be lodged with ASIC. Sydney Wyde will notify ASIC that this PDS is in use in accordance with section 1015D of the Corporations Act. This PDS contains detailed information about the Fund, how it operates and how investments are made and managed in the Fund and to investing in mortgages generally. The details of an individual Mortgage Investment, including the property which is the subject of the mortgage, details about the valuation, the investment interest rate, the term and the fees will be contained in a supplementary product disclosure statement (Syndicate SPDS) that relates to the particular Mortgage Investment. The Syndicate SPDS will be forwarded free of charge upon request to a person who expresses an interest in that particular Mortgage Investment. You should consider the material below as to the information that you will find in this PDS and that which will be in each Syndicate SPDS.
Capital and Investment Risk	An investment in the Fund is an investment in a registered managed investment scheme. An investment in the Fund is not a bank deposit, bank security, bank liability, and is subject to investment risk, including the loss of, or delays in the payment of, income or capital. Neither Sydney Wyde, its related bodies corporate or any of their respective directors or officers, guarantee the repayment of capital from the Fund or the investment performance of the Fund. Investments in the Fund are not guaranteed or underwritten by Sydney Wyde, its related bodies corporate or any of their respective directors or officers.
Applications to Invest	The application form may only be distributed attached to a complete and unaltered copy of the PDS. The application form included with the PDS contains a declaration that the investor has personally received the complete and unaltered PDS prior to completing the application form and has considered the most recent relevant target market determinations (TMDs). Sydney Wyde will not accept an application form if it has reason to believe that the applicant has not received a complete paper copy or electronic copy of the PDS and the relevant TMDs, or if it has reason to believe that the

	application form or electronic copy of the PDS or a TMD has been altered or tampered with in any way not authorised by Sydney Wyde.
Use of this PDS	Sydney Wyde authorises the use of this PDS as a disclosure document for private clients, financial advisers and institutional investors as well as clients and prospective clients of an Investor Directed Portfolio Service (IDPS) or an IDPS-like service (commonly referred to as a master trust, wrap account, nominee or custody service). No person is authorised by us to give any information or to make any representation about the offer of units to you that is not contained in this PDS or in any updated information provided by us. Any information or representation not contained in this PDS or any updated information cannot be relied upon as having been authorised by us. The issue of this PDS is authorised solely by us and none of our subsidiaries or related bodies corporate are responsible for any statement or information contained in this PDS.
Updating information	The information in this PDS is up to date at the time of preparation. However, some information can change from time to time. Sydney Wyde may make available updated information in relation to the PDS. This may include matters that ASIC requires Sydney Wyde to tell you about on a regular basis. Investors will be provided this information by email, unless they have requested it by post. You may request a paper copy of the information, free of charge, by calling Sydney Wyde on (02) 9369 3175 or by contacting your financial adviser. During the currency of this PDS Sydney Wyde will also place this information on its website at www.sydneywyde.au. The information Sydney Wyde will make available by way of these updates will not be information that is materially adverse to Members of the Fund. This information will be contained in a supplementary or replacement product disclosure statement.
Overseas investors	This PDS does not constitute an offer in any jurisdiction other than in Australia. Applications from outside Australia will not be accepted through this PDS. For the avoidance of doubt, the interests in the Fund are not intended to be sold to US Persons as defined under Regulation S of the US federal securities laws.
Advice and investment decisions	In preparing this PDS and any supplementary product disclosure statement (Syndicate SPDS) (which relates to the relevant Mortgage Investment) Sydney Wyde has not taken into account your investment objectives, financial position or particular needs. Before making an investment decision on the basis of this PDS or any Syndicate SPDS, you need to read these and the relevant TMDs in their entirety and consider or obtain advice about whether the investment is suitable in the light of your personal circumstances. Important investment considerations and risks are set out in section 4 of this PDS. Investment in the Fund is subject to investment and other risks. These could result in delays in repayment of, or loss of, income or capital invested. Investment decisions are important. They often have long term consequences. You are urged to read this PDS, and the Syndicate SPDS relating to a particular Mortgage Investment, carefully consider it, ask questions, and seek independent advice.

Privacy	Please read the privacy statement in Section 7 of this PDS. By signing and returning the Application Form you consent to the matters outlined in that statement.
Further information	If after reading this PDS you require further information about the Fund you should contact your independent adviser or Sydney Wyde. The contact details of Sydney Wyde are set out in the <i>Corporate Directory</i> at Annexure A to this PDS.
Terms used	Certain words used in this PDS are given a particular meaning. A glossary of those terms is in <i>Section 10: Glossary of Terms</i> .

SECTION 1 – KEY FEATURES OF THE SYDNEY WYDE MORTGAGE FUND

DESCRIPTION	SUMMARY	ADDITIONAL INFORMATION
Investment strategy	The Fund seeks to provide Investors with regular returns secured by first and/or second registered mortgages and mortgages protected by caveats over real property. This is an objective and not a forecast. No returns are guaranteed and you risk capital loss.	
Fund structure	The Fund operates as a contributory mortgage scheme. It is not a pooled mortgage scheme or a debenture scheme. As a member of a contributory mortgage scheme you may select to invest in one or more Mortgage Investments offered to you. As a contributor to a particular Mortgage Investment you and the other Investors in that mortgage become the Syndicate Members in relation to that particular Mortgage Investment. You have no exposure to a Mortgage Investment in relation to which you are not a Syndicate Member.	
Mortgage investments	Members will be offered the opportunity to invest in a range of mortgages offered by Sydney Wyde under various Syndicate SPDSs. Each Mortgage Investment will be secured against property which may comprise a single residential, commercial industrial or rural property or vacant land for residential, commercial industrial or rural purposes, or more than one property of the same type or a combination of different types of property. Construction loans may be offered. The relevant security property or properties for any particular Mortgage Investment, and the nature of the loan, is detailed in the relevant Syndicate SPDS.	Section 6
Minimum application	\$1,000.00, and multiples of \$500.00 for any additional investment at a minimum.	
Entry fees	Nil	
Exit fees	There is generally no fee for withdrawals from the Fund after the term of any Mortgage Investment, save for where the member notifies that they wish to withdraw funds that have not been invested in a Mortgage Investment. Any withdrawal from a Mortgage Investment will be by way of a transfer.	See section 5: Fees and Other Costs. See section 7: Your Investment in the Fund.

Income distribution	Distributions of income to Members of a Syndicate are made monthly usually within 5 business days after the due date of the Borrower's interest repayment subject to it being received (and must be made within 30 days).	See section 7: Your Investment in the Fund and the relevant Syndicate SPDS for further details.
Distribution rates	Your distribution is paid directly into your nominated bank account with the interest rate applicable to a particular Mortgage Investment detailed in the relevant Syndicate SPDS.	
Management fees and costs	A management fee of between 1.25% and 3.3% per annum (inclusive of GST, less RITCs) as provided in the relevant Syndicate SPDS of the value of the Mortgage Investments, calculated and payable monthly in arrears is payable to Sydney Wyde. Other management costs may be incurred in certain circumstances. Sydney Wyde is also entitled to a fee equal to any fees or charges charged to a Borrower in connection with a Mortgage Investment. The fees payable in relation to a particular Mortgage Investment are specified in the relevant Syndicate SPDS. No brokerage is payable by investors on application. However, Sydney Wyde may pay brokerage, trail fees or commission from its own fee.	See section 5: Fees and Other Costs for details
Loan to valuation ratio (LVR)	A maximum LVR of 66.66% will apply if a first mortgage is given, and (when aggregated with prior or equal ranking mortgages) 80.00% if a second mortgage is given to Sydney Wyde over the property. The LVR of a particular mortgage is set out in the relevant Syndicate SPDS.	See section 6: Mortgage Investments for details of the LVRs as at 28 February 2025.
Term	The Constitutional maximum term is 7 years, but the term of the loan will usually be 12 or 24 months and may be up to 3 years. The term of a particular mortgage is as specified in the relevant Syndicate SPDS. The term of your investment in a Mortgage Investment is for the life of that Investment unless you transfer your interests in the Mortgage Investment at an earlier date.	
Investment risks	Investors should be aware that there are risks in investing in mortgages. Risk factors include the Borrower defaulting and the security property not selling for a sufficient amount to repay the debt. An investment in the Fund and in a particular Mortgage Investment is not an investment in a bank deposit. It is not capital guaranteed in any way. There is no guarantee of the investment result, the return of capital, or the amounts payable to investors.	See section 2: ASIC Benchmarks and Disclosure Principles and section 4: Benefits and Risks of Investing.

	Sydney Wyde does not provide any personal advice as to the suitability of an investment in the Fund. In addition to reading the PDS, the relevant Syndicate SPDS and the TMDs, investors should seek their own independent investment advice before making an investment in the Fund or in a Mortgage Investment.	
Reporting and investor communication	Members will receive a confirmation of investment, periodic statements and an annual taxation statement for taxation purposes. Members are also able to access the Fund's annual and half yearly reports at www.sydneywyde.au .	
Complaints	Sydney Wyde has a procedure to deal with complaints from Members. It is also a member of AFCA, which it has authority to hear certain complaints.	
Taxation advice	The application of tax law depends on your individual circumstances. This PDS is provided as a general statement of disclosure and does not take into consideration your personal circumstances. You should therefore consult your financial adviser or tax accountant, as to the likely taxation implications of an investment.	
Target market determination (TMD)	A TMD has been prepared for the Fund and for each Mortgage Investment type (construction loan or non-construction loan). Each TMD sets out the class of consumer for whom the relevant product, including its key attributes, would likely be consistent with the consumers' likely objectives, financial situation and needs.	
Cooling off	The Fund is not a liquid scheme and accordingly investors do not have any "cooling off" rights.	See section 3: Investing in the fund

Please note that this is a summary only of the important features of an investment in the Fund. You should read this PDS, the latest relevant TMDs and the current RG 45 Report in their entirety before deciding whether to invest in the Fund and the relevant Syndicate SPDS before you invest in a particular Mortgage Investment.

SECTION 2 – ASIC BENCHMARKS AND DISCLOSURE PRINCIPLES

ASIC benchmark / principle	Is the benchmark met?	Sydney Wyde response	Further information
Scheme borrowing			
Benchmark 2	Yes	Sydney Wyde does not have current borrowings and does not intend to borrow on behalf of the Fund.	-
Disclosure Principle 2	-		
Related party transactions			
Benchmark 4	No	The Fund has one related party loan. Refer to section 9. Sydney Wyde has not appointed an investment manager but if it were do so, Sydney Wyde would not make a loan to that person. Sydney Wyde has engaged the Administrator to provide certain administration services to the Fund. This includes services relating to the management of the Mortgage Investments. The Administrator is an associate of Sydney Wyde and the appointment under the Miscellaneous Services Agreement is a related party transaction. Details of this agreement, which is on arm's length terms, are given in the PDS.	Section 9
Disclosure Principle 4	-		
Valuation policy			
Benchmark 5	Yes	The Valuation Policy is available on the website at www.sydneywyde.au. A copy will be provided on request at no charge. Sydney Wyde relies on independent valuations to form a view on the value of the security property. The frequency with which a security property must be valued, and the times at which in may also be revalued are as stated in the Valuation Policy and in this PDS. Importantly, the security property must be valued: prior to loan approval; prior to the renewal of a loan; and within two months after the directors form a view that there is a likelihood that a decrease	Section 6
Disclosure Principle 5	-		

		in the value of security property may have caused a material breach of loan covenant. There are no material inconsistencies between any current valuations and the Valuation Policy.	
Lending principles and loan to valuation ratios			
Benchmark 6	Yes	The lending policies of the Manger include that: for all loans secured by a first mortgage, the loan to valuation ratio (LVR) must not exceed 66.66% of the valuation of the security property as at the date of the valuation report; and for all loans secured by a second mortgage, the amount of the loan, when aggregated with other prior or equal ranking mortgages, must not exceed 80.0% of the valuation of the security property as at the date of the valuation report. For further details see Disclosure principle 6: <i>Lending principles – Loan to valuation ratios</i> below.	Section 6
Disclosure Principle 6	-		
Distribution practices			
Benchmark 7	Yes	Sydney Wyde will not pay current distributions from scheme borrowings. All distributions of monthly returns to the members of a Mortgage Syndicate are made solely from the income received from Borrowers from the Fund in respect of that Mortgage Investment. Sydney Wyde does not anticipate that this will change in the future. Sydney Wyde has no present intention to borrow or otherwise obtain funds from which it will make income distributions to Investors.	Section 7

SECTION 3 – INVESTING IN THE FUND

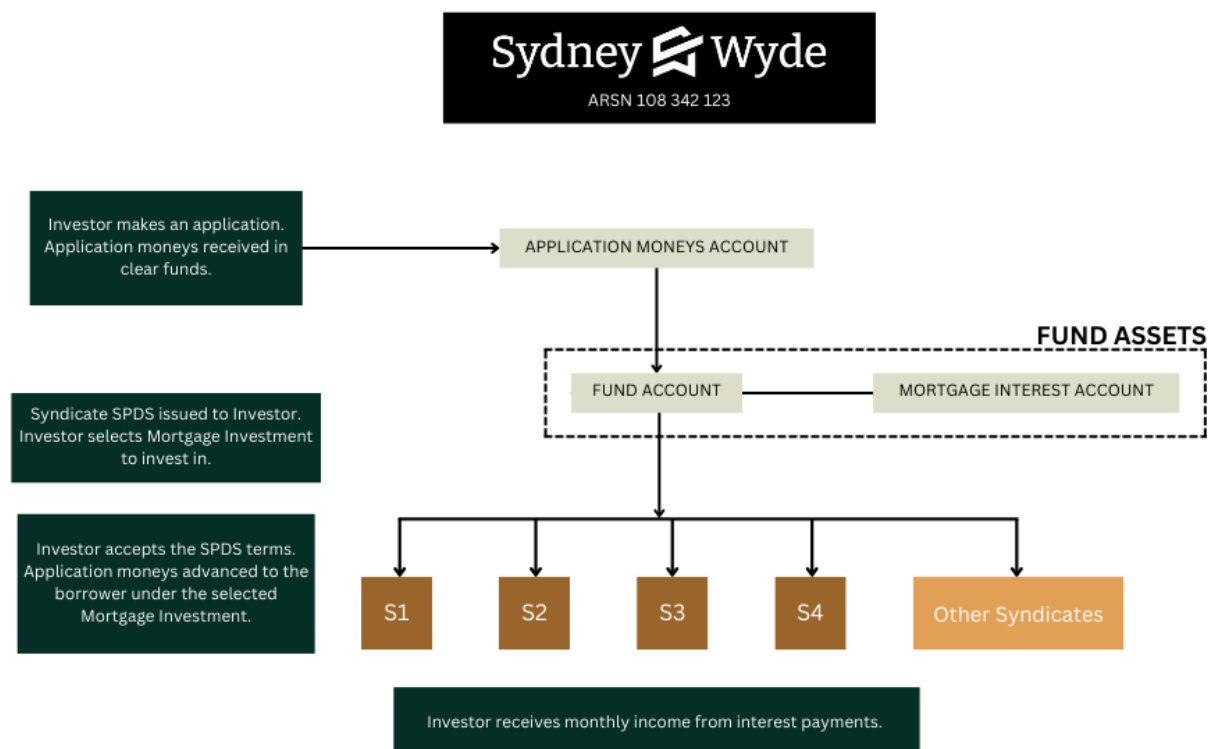
Overview of the fund

The Sydney Wyde Mortgage Fund (**Fund**) is managed by Sydney Wyde Mortgage Management Limited (**Sydney Wyde**). The Fund is a unit trust established by the Constitution and is a managed investment scheme which has been registered with ASIC. The Fund seeks to provide investors with a selection of Mortgage Investments offered through the Fund in order to provide regular income from the interest payments received from the Borrower under the relevant mortgage.

The Fund operates as a contributory mortgage scheme where the Member or investor is able to choose the Mortgage Investments in which they wish to invest out of a range of Mortgage Investments. Investors receive the investment outcome which includes a rate of return, duration and capital security, relating to the specific Mortgage Investments to which they invest in. Each of the Mortgage Investments are held in a Syndicate by Sydney Wyde which means that each investor in a particular Mortgage Investment is not affected by the investment performance of the other Mortgage Investment Syndicates. Importantly, investors do not invest in a pool of mortgages.

The following is a diagram that demonstrates the structure of the Fund:

1



¹ Members get redeemed following their exit from a relevant Syndicate.

Overview of the fund (cont)	Under a managed investment scheme, investors' funds become pooled with those of the other investors to allow for large-scale investments. Investors hold units in the scheme which represent a proportional entitlement in the assets of the scheme based on the amount they have invested and the Fund. In a contributory mortgage fund which holds each of the loans it makes within the Syndicates, investors receive a class of unit which relates to the relevant Syndicate that holds the relevant Mortgage Investment in which they have chosen to invest. The unit price reflects the value of the assets in the Syndicate and accordingly may fluctuate over time. When you redeem your investment, the units you hold in the scheme are redeemed by the responsible entity.			
Operation of the Fund	The operation of the Fund is governed by the requirements of the Corporations Act, the Constitution and the Compliance Plan. The Fund operates an 'umbrella mortgage fund' under which an investor will, in two separate stages, become: ▪ a Member of the Fund; and ▪ a Member of a Syndicate.			
	<table border="1"> <thead> <tr> <th data-bbox="472 887 906 913">Stage I – Membership of the Fund</th><th data-bbox="912 887 1390 913">Stage II – Membership of the Syndicate</th></tr> </thead> <tbody> <tr> <td data-bbox="472 949 906 1966"> When Sydney Wyde accepts the application, receives the Application Moneys in clear funds and has all of the identification information and declarations that it needs, the applicant has an interest in, and becomes a Member of, the Fund. This process is described below. The rights that attach to this interest are set out in the Constitution and are summarised in section 7: <i>Your investment in the Fund – Rights of Members</i> of this PDS. </td><td data-bbox="912 949 1390 1966"> After the investor becomes a member of the Fund, the Member will then be offered the opportunity to invest in a Mortgage Investment through a separate Syndicate SPDS. Each Syndicate SPDS is issued as a supplementary document to this PDS and will set out details of the particular Mortgage Investment, such as: ▪ the amount that is to be advanced; ▪ the property offered as the mortgage security; ▪ the nature of the loan where it is a construction and development loan; ▪ the amount at which the property has been valued; and ▪ the term of the mortgage and the rate of interest payable. It will also set out the aggregate amount to be contributed by Members wishing to be part of the relevant Syndicate. The decision to invest in a particular Mortgage Investment is made by the investor, not Sydney Wyde. </td></tr> </tbody> </table>	Stage I – Membership of the Fund	Stage II – Membership of the Syndicate	When Sydney Wyde accepts the application, receives the Application Moneys in clear funds and has all of the identification information and declarations that it needs, the applicant has an interest in, and becomes a Member of, the Fund. This process is described below. The rights that attach to this interest are set out in the Constitution and are summarised in section 7: <i>Your investment in the Fund – Rights of Members</i> of this PDS.
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		There may be: ▪ only a single Member of a Syndicate in the case where a single Member contributes the entire amount of the Mortgage Investment; or ▪ a number of Members who contribute to the same Mortgage Investment. The number of Syndicates established under the Fund will be equal to the number of Mortgage Investments. Each Mortgage Investment is legally separate from all others in the Fund and if a loan is in default, it is not shared by all Members in the Fund but only those Members in the relevant Syndicate Mortgage Investment in default. Investors in each Syndicate Mortgage Investment do not have any right to the property and income of the property held in other Mortgage Investments. The process of becoming a member of a Syndicate is described below.
Making an Investment in the Fund	<i>How do you apply</i> If after reading this PDS you wish to invest in the Fund you should: ▪ complete the application form that accompanies this PDS in accordance with the instructions in section 11: <i>How to Invest</i> of this PDS; and ▪ send the application form to Sydney Wyde with your Application Moneys together with any additional documentation required as set out in the application form or this PDS, as described in section 11: <i>How to Invest</i>. If you are already a member of the Fund, and wish to make an additional investment, you should use the additional application form that is available from Sydney Wyde. See <i>Additional Investments</i> below.	
	<i>How much do you pay</i> The minimum initial investment is \$1,000 and additional investments may be made in multiples of \$500.00. There is no maximum amount set by Sydney Wyde. There are no entry fees payable by the investor.	
	<i>How do you pay</i> You should pay your Application Moneys by electronic funds transfer (EFT) or by cheque. You should first contact Sydney Wyde if you reasonably wish to make payment by any other means.	

	Any interest in the Fund issued against Application Moneys paid other than in cleared funds, is void if the funds are not subsequently cleared within 1 month after the receipt of the application.
Becoming a member of the fund	Sydney Wyde has the right to accept or reject your application in whole or in part. If Sydney Wyde accepts your application, in whole or in part: • you will become a Member of the Fund; and • Sydney Wyde will send you written confirmation of your application. If your Application Moneys are received by Sydney Wyde but there is a delay in their acceptance for any reason, Sydney Wyde must nevertheless deposit the Application Moneys in a trust account, in accordance with the Corporations Act, on trust for you. This account is called the Application Moneys Account. Any interest earned on the funds in the Application Moneys Account: • if the application is accepted, the interest forms part of the Fund Account; • if the Application Moneys are returned to you, the interest is sent to you, less any fees and charges that the bank charges in accordance with its standard terms and conditions (which can vary over time) relating to these moneys. Sydney Wyde will issue you with a written confirmation of your transactions. If Sydney Wyde rejects all or part of your application it will return the relevant part of your Application Moneys as soon as is practicable and reasonable in the circumstances.
Cooling off	Under the Corporations Act, retail investors have the right to a “cooling off” period of 14 days during which they may request the repayment of their Application Moneys, unless those provisions do not apply. Investors should note that they do not have any “cooling off” rights DO NOT apply to them as the Fund is not a liquid scheme.
Investment of Application Moneys	Application Moneys paid by a Member of the Fund and accepted by Sydney Wyde must either be applied to a Syndicate Mortgage Investment or returned to the relevant investor within 90 days after the receipt of those Application Moneys by Sydney Wyde. The process for selecting a Mortgage Investment is prescribed below. A Member’s Application Moneys become an asset of the Fund for the period between its acceptance and its application to the chosen Mortgage Investment. During the period between its acceptance and its application, a Member’s Application Moneys are held on trust for the Members by Sydney Wyde in the Fund Account. Sydney Wyde may invest the Application Moneys in investments authorised by the Constitution before the money is applied to the chosen Mortgage Investment. The Member is entitled to any interest that may be earned on the Application Moneys held for the Member in the Fund Account operated by Sydney Wyde after deduction of any fees payable to Sydney Wyde. For further details of the fees payable to Sydney Wyde see section 5: <i>Fees and Other Costs</i> of this PDS.

Additional Investments	If you are a current member of the Fund and want to make an additional investment you must complete an additional investment form that you may obtain from Sydney Wyde. If you are a current Member of the Fund and a Member of a Syndicate, you may wish to invest in a new Mortgage Investment. To do this you will need to sign the relevant Syndicate SPDS. To ensure you have up to date information about the Fund when making an additional investment, Sydney Wyde will ensure you receive or have access to the current PDS and each supplemental PDS. You should keep your copy of the current PDS and any supplemental PDS, as well as any reports that Sydney Wyde provides to you, so that you may refer to these when deciding to make a further investment through the Fund.
Target Market Determinations	In accordance with the 'design and distribution' obligations under Part 7.8A of the Corporations Act, Sydney Wyde has considered the design of the Fund and each Mortgage Investment type (including the key attributes) and determined an appropriate target market for the Fund and each Mortgage Investment type. These considerations are documented in a target market determination (TMD) which sets out the class of consumers for whom the relevant product, including its key attributes, would likely be consistent with the consumers' likely objectives, financial situation and needs. In addition, the TMD outlines the triggers to review the target market and certain other information. A TMD has been prepared for membership of the Fund together with separate TMDs for each of the following Mortgage Investment types: • construction loan; and • non construction loan. The current TMDs are available on the website www.sydneywyde.au. A copy of each of the current TMDs is available free of charge from Sydney Wyde. Sydney Wyde may from time to time seek information from individual investors to ensure that the Fund and each Mortgage Investment type is distributed in accordance with its TMD or to otherwise fulfil our obligations under the design and distribution obligations regime. It is important to note that a TMD is not a product disclosure statement and is not a summary of the product features or terms. The TMD does not take into account any person's individual objectives, financial situation or needs.
Fund Property	The assets of the Fund, as distinct from the assets of Members, comprise: ▪ the Application Moneys of Members of the Fund, pending investment in the relevant Mortgage Investment; and ▪ income derived from the investment of the Application Moneys, as permitted under the Constitution, not applied to a Mortgage Investment. All Fund assets are held on trust by Sydney Wyde for the Members in accordance with the Corporations Act and the Constitution. Sydney Wyde is responsible for keeping records of, tracing and identifying the interest of each Member in the Fund assets. Fund assets, being cash, are held in one 'umbrella' account for the Fund, which comprises two separate sub-accounts, <i>vitae</i> the Fund Account and the Mortgage Interest Account. The account earns interest at the then prevailing

	interest rates offered by the bank. This interest rate will vary from time to time in accordance with changes in the official interest rates. The account will be held by and in the name of The Trust Company (PTAL) Limited, as Custodian.
Becoming a Member of a Syndicate	A Member of the Fund becomes a Member of a Syndicate (Syndicate Member) by lodging with Sydney Wyde the application form that accompanies the Syndicate SPDS relevant to the Mortgage Investment that is described in the Syndicate SPDS. Upon acceptance by the Member of the terms of the Syndicate SPDS, the Member's Application Moneys will be advanced to the Borrower under the Mortgage Investment selected by the Member.
Syndicate Property	The Fund does not own the Property of a Syndicate, being a Mortgage Investment, nor does Sydney Wyde hold the property on trust for its Members. Each Mortgage Investment acquired under the umbrella of the Fund is held by a Syndicate of those Members who apply to have their Application Money invested in that particular Mortgage Investment. The Syndicate Members hold the legal and beneficial interest in the Syndicate Mortgage Investment as tenants in common. The Mortgage Investment is an asset of the Syndicate Members, not an asset of the Fund. The Custodian, The Trust Company (PTAL) Limited, will be registered on the title to the mortgage property as agent for Sydney Wyde. Sydney Wyde is appointed as nominee for the relevant Syndicate Members, unless otherwise specified in the relevant Syndicate SPDS. The title documents relating to the mortgaged property in respect of which the Mortgage Investment is made will be held in safe custody by the Custodian for Sydney Wyde. It is not the role of the Custodian to protect the rights and interests of the Fund's investors.

SECTION 4 – BENEFITS AND RISKS OF INVESTING

The key benefits of investment in the Fund can be described as follows:

Benefit	Commentary
Fixed income	The Fund seeks to provide to its investors a regular and fixed income , for a fixed period , with the payment of both income and capital being secured by way of a registered mortgage
Choice and control	The structure of the Fund also gives an investor the opportunity to make its own choice as to whether its application moneys are applied to a particular loan secured over a particular property . The performance or characteristics of other Mortgage Investments made through the Fund, which may be of a nature that does not fit the investor's particular objectives or tolerance for risk, do not impact on the investors in any other Mortgage Investment .
Understandable	The Mortgage Investments are easily understandable as most people have had a mortgage themselves.
Short term	Investors funds are invested for a relatively short term (generally, the term of a loan ranges from 12 to 24 months).
Power of sale	If a Borrower is unable to pay the loan, we can seek to sell the secured property .
Fixed interest	Once you have invested in a Mortgage Investment, the interest rate payable by the Borrower and your income Distribution (assuming the Borrower is not in default) is fixed .
Experienced manager	Members of the Fund have the benefit of Sydney Wyde's experienced team which has been managing mortgages over a considerable period of time.
Personal service	We pride ourselves on providing a personal service to both our Investors and Borrowers. We are keen to get to know the people who trust Us to invest their funds and take this responsibility seriously. You have direct access to each member of the Team and can interact with us in the manner that best suits you, whether that be in person, over the phone, via email or mail.
Manageable investment sums	You may invest in the Fund with a minimum investment amount of \$1,000 and in multiples of \$500 thereafter. Additional investment sums may be invested in Loans You may be already invested in, if there is availability, or other available Loans that You consent to, based on availability at the time of further investment.

We do not guarantee your investment or the interest payment by the Borrower. To appreciate the risks associated with an investment in the Fund and a Loan, this PDS and any SPDS must be read in conjunction with each other.

Risk Management

In managing risk to investors, Sydney Wyde has the following procedures in place:

1. Borrower assessment and loan approval process;
2. Risk Management Strategy and Framework, with regular monitoring of key risks;
3. Independent and qualified panel of valuers, quantity surveyors and engineers;
4. Dedicated management of loan portfolio;
5. A thorough and registered Constitution and Compliance Plan;
6. Independent compliance plan auditor in place; and
7. Annual Responsible Entity Audit.

Notwithstanding the risk management procedures Sydney Wyde has in place, there are still risks to investors. The key risks of investment in the Fund can be described as follows:

Risk	Sydney Wyde Commentary
General Mortgage Lending Risks – those that relate to the lending on mortgages generally	
Default risk	If a Borrower is an individual and becomes bankrupt or passes away, or is a company and becomes insolvent or enters external administration, the loan will go into default. In this case, distribution payments may cease and the recoverability of the loan will depend on the funds that can be realised from selling the security property and pursuing the Borrower or any guarantors.
Borrower risk	The Fund intends to arrange for the Members to lend to persons involved in a wide variety of industries and activities. As at the date of this PDS, there is no one type of typical Borrower. By way of example, Borrowers may include those who have had or are experiencing credit difficulties with other financial institutions, or be individuals who operate their own business or who wish to borrow for investment purposes, or are those who seek non-bank financing, but are experienced Borrowers who can offer security that meets Sydney Wyde's lending criteria.
External risk	Changes to the regulatory environment relating to financial services, taxation and other regimes may adversely affect investors in the Fund. Government policies can affect the Fund in a number of ways that could be detrimental or beneficial to investors. Similarly, changes in the health (such as a pandemic like COVID-19) or social environment can impact the investors, Borrowers and the Fund and cause short term or long-term market disruption to Mortgage Investments that could be detrimental to Syndicate Members and Members of the Fund. There can be no guarantee that investor confidence in credit or mortgage investments will not change in a manner adverse to investors in the Fund. The general economic, health, social and political climates in which the Fund operates or other like events are outside the control of Sydney Wyde.

Specific Mortgage Lending Risks – those that may apply to a particular Mortgage Investment

Default risk	If the Borrower has defaulted and (with the Syndicate Members holding and exercising the power of sale through the registered mortgage over the secured property) the mortgaged property is sold, there may be a delay in the repayment of the capital, even if no loss is sustained. There is also a risk that the Borrower does not repay the loan (or the interest) and the sale of the property secured by the mortgage does not realise sufficient funds to repay the mortgage and the Borrower is unable to, or fails, to make sufficient further payment. Further, given that the underlying security is property that is relatively illiquid, or changes in economic conditions or the creditworthiness of the Borrower pose refinancing difficulties, there is a risk that substantial delays could occur between the loan going into default and the sale of the property. This delay could be increased should the Borrower elect to contest the sale through the courts. Notwithstanding that interest, at the higher rate would continue to accrue during the above process, interest may not be paid to Sydney Wyde and in these circumstances would not be available for distribution to Syndicate Members. Defaults are managed in accordance with the procedures described in section 6: <i>Mortgage Investments</i>. The level of defaults as at 28 February 2025 is also stated in that section of the PDS. There may also be delays in receiving interest payments if the Borrower does not pay within the time provided by the mortgage. As indicated above, the failure of the Borrower to pay interest on a timely basis, or at all, may arise from a number of reasons. These may include a refusal to pay. Sydney Wyde's policy as to the assessment of the creditworthiness of a Borrower is set out in section 6: <i>Mortgage Investments</i>. Investors should note that it is not the normal practice of Sydney Wyde to obtain credit checks of Borrowers. However, if the Borrower does not pay within the time provided by the mortgage, the Borrower is required to pay interest at a higher rate. If Sydney Wyde receives payment at the higher rate of interest, Sydney Wyde will pay 66.66% of the higher rate of interest to the Members of a Syndicate.
Capital Loss Risk	Further, if a Borrower defaults on the payment of interest required under the Mortgage Investment, and the Syndicate Members direct Sydney Wyde to enforce the Mortgage Investment, the Members of a Syndicate could incur a capital loss if the property value has significantly decreased since the date of the valuation of the property taken for the purposes of the Mortgage Investment. The costs of enforcement must be met from the proceeds of sale, and other amounts, such as outstanding or accruing land tax, council rates, and water rates, may be payable from the sale proceeds in priority to any registered mortgage, thus reducing the sale proceeds available to Syndicate Members. This risk of capital loss is minimised by the policy referred to in the Constitution that money lent to a Borrower on a first mortgage must not exceed 66.66% of the value of the mortgaged property at the valuation date as required under the Constitution for the purpose of making the Mortgage Investment. In the case of a second mortgage, the amount advanced to the Borrower, when taken with the amounts of any prior or equal ranking mortgage, must not exceed 80.0% of the value of the

	mortgaged property at the valuation date. These are referred to below as the loan to valuation ratios or the LVRs.
Valuation risk	If a Borrower defaults on the payment of interest required under the Mortgage Investment, and the Syndicate Members direct Sydney Wyde to enforce the Mortgage Investment, the Members of a Syndicate could incur a capital loss not only if the property value has significantly decreased since the date of the valuation of the property taken for the purposes of the Mortgage Investment, but also if the valuation on which Sydney Wyde relied in calculating the amount that was able to be advanced within the applicable LVR was defective in some way and attributed too high a value to the property. Investors should always bear in mind that while Sydney Wyde has a stringent policy as to the obtaining of valuations, and as to ensuring that the valuer has professional indemnity insurance, it cannot give investors any guarantee that a valuer may not have been negligent in providing a valuation on which Sydney Wyde has relied. Further, there is always the risk that an insurer may deny a claim under the valuer's insurance policy.
Priority risk	Investors should also be aware that in general terms an investment in a second mortgage may carry risks higher than an investment in a first mortgage. Usually, the capital risk associated with a Mortgage Investment which is secured by a second or subsequent ranking mortgage is higher than a Mortgage Investment which is secured by a first ranking mortgage. This is because: - the amount of the loan, when added to the amounts secured by other prior or equally ranking mortgages, will usually represent a high percentage of the value of the property securing the Mortgage Investment; and - usually all monies owing to the holder of any prior ranking mortgage (including accrued interest and costs of enforcement) must be paid from the proceeds of the sale of the security property before any amounts are paid to the investors in a Mortgage Investment where the mortgage securing that investment is a second or subsequent ranking mortgage. In other words, the first lender's rights of repayment take priority over those of the second lenders. Second mortgages usually carry higher interest rates than first mortgages. It is important to keep in mind one of the main rules of investing: the higher the potential reward, the higher the risk of losing money. Sydney Wyde seeks to reduce any higher risk for a second Mortgage Investment by requiring that the aggregate of the amounts lent on both the first and the second mortgages does not exceed 80.0% of the valuation of the security property.
Construction and development lending risk	Construction loans include additional risks when compared to loans over existing security property. These additional risks can include: decline in the value of the security property during the construction phase;

	• construction or rectification costs being greater than budgeted; • delays in the construction resulting in additional interest or other costs; • default or insolvency of the builder; • insufficient materials or expertise available to complete the construction; • deterioration in the market conditions resulting in delay of the sale of the completed construction project; • the construction project not being completed; • the 'as is' or 'as if complete' value attributed at the beginning of the loan never being achieved; and • delays associated with frustration caused by ongoing negotiations with local councils or other local government bodies. If the security property declines in value during the course of construction project and exceeds the maximum LVR or the loan-to-cost (LTC) ratio exceeds the projected cost to complete, the Borrower will be asked to provide additional contributions towards the cost of construction. There is the risk that the Borrower will not have sufficient resources available to provide the equity required and the default will not be rectified. Sydney Wyde endeavours to mitigate such risks by ensuring that project costs are independently assessed by a suitably qualified valuer and quantity surveyor. It also only advances funds progressively as building works are completed.
Inadequate insurance risk	There may be a shortfall in the repayment of the moneys lent to a Borrower if the improvements on the property that provides the security are damaged or destroyed if no insurance cover is held over the improvements to the security or where insurance cover is held but proves to be insufficient to recover the full amount invested in the Syndicate. Sydney Wyde will ensure that there is adequate insurance held over the improvements to the security prior to settlement of the loan to the Borrower and will monitor the currency of the insurance to ensure that the Borrower keeps it in place and current for the life of the Mortgage Investment. The onus is on the Borrower to maintain the currency of the insurance during the full term of the loan. Sydney Wyde may itself insure the security property, at the cost of the Borrower, if the Borrower fails to do so during the full term of the loan. This may not always be able to be achieved for instance because of the refusal by insurers to provide insurance in such circumstances or on terms that are acceptable to the Responsible Entity, acting in the interests of the unit holders. Loans made to Borrowers through the Fund are not mortgage insured. Investors should note that this means that no mortgage insurance policy proceeds are available to meet any shortfall in the payment of interest or the repayment of the loan principal.

Property market risk

The following is a schedule which breaks down some examples of market conditions which may affect the property market, and over which Sydney Wyde has no control that may affect various sectors of the property market from time to time as set out in the following table:

Market Sector	Market Conditions
Residential	• General interest rate changes • Unemployment rate • Changes in government policy • Two tier markets
Commercial	• Changes in taxation • Vacancy levels in the property or generally in the market. • Provision of infrastructure in the vicinity of the property • Changing yield requirements of investors in the property market • Mix of tenancies in the property
Development sites and vacant land	• Changes in government policy • Changes in zoning • Approval or refusal of development applications • Changes in taxation • Changes in building and professional costs and statutory fees • Changes in the residential or commercial sectors of the property market • General changes in interest rates • Provision of infrastructure in the vicinity of the property • Contamination and other environmental issues • Level of foreign investment in Australia
Rural	• Effect of drought • Changes in commodity prices • General changes in interest rates • Water rights • Changes in government policy • Environmental issues

As at the date of this PDS Sydney Wyde's policy is that it does not make specialty loans, such as in respect of nursing homes, hospitals, caravan parks, hotels, and the like, unless they meet more stringent requirements as to the required LVR and the Borrower's financial capacity to make interest payments that Sydney Wyde adopts on a case by case basis, to identify and assess the potentially higher risks that the Members may face in making loans on that security. Any such loan requires Board approval in addition to the approval of the Lending Committee.

The above are some of the market conditions that affect various sectors of the property market. There may be other market conditions that affect property values from time to time and there may be market conditions that specifically affect a particular property or type of property. In addition to the factors as set out in this PDS you should refer to the Syndicate SPDS that applies to the Mortgage Investment and the valuation report that is referred to in it or accompanies it for any further market conditions which Sydney Wyde or the valuer has identified in relation to the property which secures a Mortgage Investment.

Disputes risk	This is the risk that any lender faces when it takes legal action to enforce the mortgage by the sale of the security property. Borrowers may defend the enforcement proceedings successfully in whole or in part, in light of judicial interpretation of the borrowing and enforcement arrangements, which may vary over time. In addition, Courts are vested with wide discretionary powers, and these may be exercised in favour of the Borrower. Sydney Wyde is a member of AFCA, an ASIC approved external dispute resolution scheme, which is available to Borrowers as well as Members. There is an additional risk that either during the course of a loan, or more typically when Sydney Wyde seeks to enforce the loan, the Borrower lodges a complaint with AFCA that has the effect of “freezing” any enforcement action that is being taken or delaying any enforcement action that may be taken, while AFCA considers the complaint.
Documentation risk	There is a risk of deficiency in the accuracy of documentation, including the mortgage documentation entered into for the Syndicate, which could, in certain circumstances, adversely affect the recoverability of moneys invested by the Syndicate Members and reduce the value of your investment. Sydney Wyde endeavours to mitigate this risk by ensuring that all template loan and security documents are reviewed by a suitably qualified solicitor periodically. Sydney Wyde has a comprehensive documentation review and due diligence process in place to ensure all loan and security documents are reviewed by a suitably qualified person prior to their issuance. Furthermore, solicitors acting for Sydney Wyde are required to maintain professional indemnity insurance.
Regulatory risk	Sydney Wyde is licensed to make loans regulated under the NCCPA. If a loan is a regulated loan, this will be stated in the relevant Syndicate SPDS and it will set out risks associated with it, particularly should the loan go into default. In general terms there are limits on the amount of default interest that may be charged, and the actions that Sydney Wyde may have to take in enforcing a regulated loan are more demanding and may take longer to implement. In addition, the terms of the loan may be changed if the Borrower is having or will have trouble making payments by reason of financial hardship caused by illness, unemployment or other reasonable cause.
Fund Risks – those that are specific to the Fund	
Operational risk	Operational risk includes the possibility of fraud, systems failure, regulatory requirements, documentation risk, legal issues and other unforeseen circumstances.
Technology and cyber attack risks	Sydney Wyde uses a variety of technologies to manage the Fund and to protect the Fund from malicious cyber activity including that directed at computer systems or the commission of traditional crimes such as fraud and forgery, identity and data theft or the disclosure of personal information. A cyber-attack is an attempted or actual incident and a successful cyber-attack may result in the commission of crimes such, as fraud and

	forgery, and the significant disruption of services or data and privacy breaches.
Personnel risk	Changes in personnel within Sydney Wyde could potentially adversely affect the level of expertise and experience of the key persons who are primarily responsible for the operation of the Fund and the management of the Mortgage Investments. However, Sydney Wyde considers that it has a team that is in a position at all times to meet all of its legal and operational obligations at the highest level despite periodic or unforeseen changes in personnel.
Conflicts of interest	Sydney Wyde does not make loans to itself or to any person associated with it. However, Sydney Wyde or persons related to it or its associates may, however, be a member of a particular Mortgage Investment. Sydney Wyde also engages the services of parties that are associated with it. Any potential or perceived conflict of interest is addressed in accordance with Sydney Wyde's management of conflict of interest policy. Investors are referred to the information in 'Management of Conflicts of Interest' in section 9: <i>Parties involved in the Fund</i> of this PDS:
Investor Risks – those that are specific to an investor	
Diversification	An investment in one Syndicate is entirely separate from an investment in another Syndicate. Accordingly, a default by a Borrower under its loan will only impact on the Members of this Syndicate. Investors may diversify their risk by investing in a range of mortgage investments.
No right of withdrawal	A Syndicate Member's funds advanced to a Borrower are not generally available during the term of a specific loan, although the interest in a Syndicate may be transferred to another potential investor with the consent of Sydney Wyde. Investors should take this into account before deciding to become a Member of a Syndicate of the Fund.

SECTION 5 – FEES AND OTHER COSTS

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

Taxes are set out in another part of this document.

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

CONSUMER ADVISORY WARNING²

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 contribution fees and management costs where applicable. Ask the fund or your financial adviser.

TO FIND OUT MORE

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

² The consumer advisory warning set out above is in the form that is required by the Corporations Regulations. The warning aims to alert investors of the importance of value for money and the compounding value of fees and costs and their impact over time on end benefits. The example given is not intended to represent an investment in the Fund offered through this PDS or any specific Mortgage Investment offered through any Syndicate SPDS. This is particularly so, given that distributions to you can never be more than the interest rate applicable to your selected Mortgage Investment. For an additional description of the fees and other costs charged by the Fund, please read the section below.

Sydney Wyde Mortgage Fund		
Type of fee or cost	Amount	How and when paid
Ongoing annual fees and costs		
<i>Management fees and costs</i> The fees and costs for managing your investment.	2.11% (inclusive of GST, less RITCs) per annum of the aggregate of the value of the Mortgage Investments. ^[Note 1]	Paid from the interest payments that are made by Borrowers and from interest earned on the Fund Account and the Mortgage Interest Account. Calculated as at the last day of each month and payable, in arrears, within 5 business days after each month end date. Indirect costs are received from the Borrower at the times provided in the loan documentation.
<i>Performance fees</i> Amounts deducted from your investment in relation to the performance of the product	Nil	Not applicable
<i>Transaction costs</i> The costs incurred by the Fund when buying or selling assets	Nil	Not applicable
Member activity related fees and costs (fees for services or when your money moves in or out of the Fund) ^[Note 2]		
<i>Establishment fee</i> The fee to open your investment.	Nil	Not applicable
<i>Contribution fee</i> The fee on each amount contributed to your investment.	Nil	Not applicable
<i>Buy-sell spread</i> An amount deducted from your investment representing costs incurred in transactions by the Fund	Nil	Not applicable
<i>Withdrawal fee</i> The fee on each amount you take out of your investment for exiting the Fund.	0.5% of the amount withdrawn (inclusive of GST, less RITCs) ^[Note 3]	If withdrawing from Fund account before investment into a Mortgage Investment, paid from the withdrawal amount at the time of payment of that amount.

<i>Switching fee</i> The fee for changing investment options	Nil	Not applicable
<i>Exit fee</i> The fee to close your investment.	Nil	Not applicable

Please refer to the footnotes for extra commentary on the above schedule.^{3 4 5}

³ The basis of calculation of the various components of the fees and costs charged are referred to 'Management fees and costs' under the heading 'Additional Explanation of Fees and Costs'. This fee includes an amount payable to the Administrator. (See 'Fees payable to the Administrator' under the heading 'Additional Explanation of Fees and Costs').

⁴ For the position of commissions or other fees payable to advisers, mortgage brokers or others see 'Brokerage and Commissions' under the heading 'Additional Explanation of Fees and Costs')

⁵ There are no withdrawal fees associated with an exit from the Fund. However, if an early withdrawal is sought and granted in respect of funds that have not been invested in a Mortgage Investment, this early withdrawal fee is payable.

There are no withdrawal fees associated with an exit from a Syndicate as this is not permitted. Any such withdrawal would be required to be by way of a transfer. The transferor may be required to pay associated transfer fees. (See 'Fees Payable to Responsible Entity for Transfer' under the heading 'Additional Explanation of Fees and Costs').

Example of annual Fees and Costs

The following table gives an example of how fees and costs on this product can affect your investment over a 1 year period. You should use this table to compare this product with other managed investment products.

Example – Sydney Wyde Mortgage Fund ⁶		Balance of \$50,000 with a contribution of \$5,000 during year
Management fees and costs	2.11%	For every \$50,000 you have in the Fund, you will be charged \$1,055.00 each year
PLUS Performance fees	NIL	N/A
PLUS Transaction costs	NIL	N/A
EQUALS Cost of 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 of \$1,055.00 ⁷

Additional Explanation of Fees and Costs

Cost	Sydney Wyde Commentary
Management fees and costs	There are a number of components of the management fees and costs charged by Sydney Wyde: These are: • <i>Base management fee</i> - between 1.25% and 3.3% (inclusive of GST, less RITCs) per annum of the aggregate of the value of the Mortgage Investments. • <i>Fund account fee</i> – not more than 10.0% (GST free) of any interest that is credited to the Fund Account. The amount of this fee received by Sydney Wyde (inclusive of GST, less RITCs) is included in the base management fee. • <i>Default interest fee</i> - Not more than 33.33% of any default interest received from Borrowers. The amount of this fee received by Sydney Wyde (inclusive of GST, less RITCs) is included in the base management fee. • <i>Indirect costs</i> - Fees, costs and expenses paid by the Borrowers to the Manager. These vary from loan to loan and are set out in the relevant Syndicate SPDS (for further information see 'Indirect costs' below).

⁶ This table is in the form specified by the Corporations Regulations. It assumes that you put in the additional \$5,000 on the last day of the year. It therefore does not take account of any management costs referable to the additional \$5,000 you put in during the year.

⁷ Additional fees may apply.

	Management costs do not include transactional and operational costs or costs that an investor would incur if he or she invested directly in the asset, in this case made the loan. Each specific SPDS will clearly indicate the interest rate payable for the relevant loan. No deductions are made from interest payable to investors for management costs or expenses. Sydney Wyde meets all of the day to day operating expenses of the Fund from its own resources. Abnormal expenses, such as litigation expenses, are reimbursable from the Fund. For further information see 'Expenses' below.
Indirect Costs – Fees Payable by Borrower	For the purpose of disclosing the Indirect Costs component of the management fees and costs in the both the 'Fees and Costs Summary' and the 'Example of annual fees and costs' above Sydney Wyde has calculated the fees and charges it received during the last financial year and has shown these as a percentage of the Fund's net asset value during that year. The Indirect Costs for that year were 1.14% of average aggregate net value of the Fund property and the Mortgage Investments. Sydney Wyde is entitled to be paid fees for each Mortgage Investment made by the Fund in relation to the work it carries out in the management and administration of the Mortgage Investments. These fees are payable to Sydney Wyde within 5 business days after it receives the payment. Sydney Wyde will meet certain expenses from these payments. As at the date of this PDS, Sydney Wyde charges the following fees: • a minimum borrowing fee of \$3,300 (inclusive of GST inclusive) or up to 2.20% of the loan amount (inclusive of GST); • a settlement fee of \$110 (inclusive of GST); and • a funds transfer fee of \$55 (inclusive of GST). These fees may change for a particular Mortgage Investment. Each Syndicate SPDS will disclose the amount of the fee charged to the Borrower and will itemise the expenses to be met by Sydney Wyde from the payment. The Syndicate SPDS will also state whether the fees payable are paid from the loan that is made to the Borrower. Important Note: <i>The fees and charges payable by a Borrower in respect of any Mortgage Investment and the fees and expenses of Sydney Wyde will be set out in the relevant Syndicate SPDS.</i>

Fees Payable to Responsible Entity for Transfer	Under the Constitution, Sydney Wyde may charge the Member who wishes to transfer its interest in the Fund or in a Syndicate. The fee may be up to 0.5%, inclusive of GST, of the value of the interest transferred. Sydney Wyde may also receive any administrative costs and expenses from the transferor in processing the transfer. For example, a Member wants to transfer \$100,000 of Mortgage Investment to another Member of the Fund. In this instance, Sydney Wyde may decide to charge a fee for its costs and expenses as well as an additional transfer fee. The total costs for transfer may be as follows: <table border="1" data-bbox="608 645 1385 875"> <thead> <tr> <th>Cost</th><th>\$AUD</th></tr> </thead> <tbody> <tr> <td>Responsible Entity's costs and expenses (based on 1.5 hours at \$100.00 per hour)</td><td>\$150</td></tr> <tr> <td>Transfer fee (calculated at 0.5% of \$100,000)</td><td>\$500.00</td></tr> <tr> <td>Administrative costs and expenses</td><td>\$150.00</td></tr> <tr> <td>Total transfer costs</td><td>\$700.00</td></tr> </tbody> </table> Please note that the example is for illustrative purposes only, and actual costs associated with such a transfer may be substantially different from the costs disclosed in the example.	Cost	\$AUD	Responsible Entity's costs and expenses (based on 1.5 hours at \$100.00 per hour)	\$150	Transfer fee (calculated at 0.5% of \$100,000)	\$500.00	Administrative costs and expenses	\$150.00	Total transfer costs	\$700.00
Cost	\$AUD										
Responsible Entity's costs and expenses (based on 1.5 hours at \$100.00 per hour)	\$150										
Transfer fee (calculated at 0.5% of \$100,000)	\$500.00										
Administrative costs and expenses	\$150.00										
Total transfer costs	\$700.00										
Loan Brokerage, Commissions and Fees	Where a Borrower is introduced to the Fund by a mortgage broker, that broker may be entitled to receive a brokerage fee. This is paid by the Borrower unless specified otherwise in the loan documentation. Mortgage brokerage fees vary from broker to broker but are usually calculated as a percentage per annum of the amount of the loan. The amount of any brokerage payable in respect of a particular Mortgage Investment will be stated in the relevant Syndicate SPDS. Sydney Wyde pays these out of the interest it receives from the Borrowers. Such brokerage and commissions are therefore met by the Borrowers and not by the Members of the Fund or the Syndicate Members. Sydney Wyde may also pay mortgage brokers initial and trail commissions in addition to those above, for referring a Borrower to the Fund. It will pay any such commissions from its own funds (including from its management fees). These commissions are not paid by the Fund, any Syndicate Member or any Borrower. Any commission paid or payable to a mortgage broker will be disclosed in the relevant SPDS.										
Adviser payments	i) Payments to financial advisers and intermediaries The laws commonly known as the Future of Financial Advice (FoFA) legislation contains provisions that regulate, and in some circumstances prohibit, payments to financial advisers and intermediaries by product issuers. Any arrangements made by Sydney Wyde to make payments, such as commissions, or provide incentives to financial advisers and intermediaries will be entered into in compliance with the FoFA legislation. Any such payment is										

	paid by Sydney Wyde from its own funds and not by the Members of the Fund or the Syndicate Members. ii) Payments to your financial adviser Your adviser may charge you fees and costs for providing you with initial and ongoing advice in connection with your investment in the Fund or in a particular Mortgage Investment. These fees and costs are payable separately by the investor and are not paid out of the Fund. Advice fees apply on an individually negotiated basis, so you should speak to your financial adviser about any advice fee that applies. Details of the fees and costs charged by your financial adviser, as well as the manner in which an advice fee will be paid by you, will be in the financial services guide and statement of advice which your financial adviser will give you. Always discuss fees with your financial adviser.
Variation and Waiver of Fees	Fees may be varied within the maximum range allowable in the Constitution, by notice in writing to Fund Members at least 30 days before any increase. Sydney Wyde reserves its right to waive, rebate or refund any entitlement it may have to fees under the Constitution, this PDS or any Syndicate SPDS. The Constitution provides that the maximum Management Fee that Sydney Wyde may charge is 5.00% per annum (exclusive of GST, less RITCs) of the value of the Mortgage Investments. The fee charged will usually be 1.25% (inclusive of GST, less RITCs) per annum but may be greater, up to a maximum of 3.3% (inclusive of GST, less RITCs) per annum, during the currency of this PDS. The actual fee charged will be stated in the relevant Syndicate SPDS. A rate higher than 1.25% (up to the cap of 3.3%) will be charged, if this is charged, as commission, by the mortgage broker which has introduced the Borrower to the Fund.
GST	All fees and charges referred to above are GST inclusive. Where Sydney Wyde, in its capacity as responsible entity of the Fund, becomes liable to pay GST in respect of its services in relation to the Fund, it may, in the future, recover that amount from the Fund, after deducting any refund of 'reduced input tax credits' for goods and services tax paid. This recovery is by way of distribution of that amount, as income, to Sydney Wyde as the holder of Sydney Wyde's Interest, and not by way of remuneration.
Expenses	Other than as referred to below, all expenses incurred by Sydney Wyde in relation to the day to day performance of its duties in respect of the Fund are payable by Sydney Wyde in respect of the Fund or a Syndicate from its own funds. These include, for example, expenses relating to the following: the preparation, review and distribution and promotion of any PDS or Syndicate SPDS in respect of the interest in each Mortgage Investment or any other promotion of the Fund;

- the administration or management of the Fund or its assets;
- the convening and holding meetings of Members and (subject to exceptions) the implementation of any resolutions;
- communications with Members;
- the engagement of agents, valuers, contractors and advisers (including legal advisers) whether or not the agents, contractors or advisers or associates of Sydney Wyde, including overheads and expenses payable to related to the body corporate of Sydney Wyde for staff, equipment and leased premises;
- preparation, audit and lodgement of taxation returns and accounts of the Fund including the Fund auditor's fees.
- preparing, printing and posting accounts, cheques and all other documents or making payments to Members;
- establishing and maintaining the register, the accounting and investment recording systems of the Fund; and
- development and operation of computer facilities, salaries and costs relating to the matters set out in the sub-paragraphs above.

Subject to the Corporations Act, all other expenses incurred by Sydney Wyde, for example, taxes or government charges:

- in relation to Sydney Wyde's proper performance of its duties in respect of the Fund, are payable from the Fund; and
- in relation to Sydney Wyde's proper performance of its duties in respect of a Syndicate, are payable from the relevant Mortgage Investment.

Investors must note that:

- if the Syndicate Members direct Sydney Wyde to take or not take any particular action in relation to the relevant Mortgage Investment, Sydney Wyde is entitled to payment of any costs and expenses it may incur in complying with the direction; and
- any costs and expenses incurred by Sydney Wyde in enforcing the rights of the Syndicate Members in relation to the relevant Mortgage Investment on a default by the Borrower are payable by the Borrower in accordance with the mortgage documentation and Sydney Wyde may deduct these from the proceeds of sale.

SECTION 6 – MORTGAGE INVESTMENT

What is a Mortgage Investment?

A Mortgage Investment through the Fund is any loan or debt, secured by a legal mortgage over real property.

The mortgage is registered with the Land and Property Information of New South Wales or the relevant authority in any other State or Territory, as determined by the location of the security taken, and provides the investor with a power of sale over the property and with priority over subsequent registered and unregistered mortgages and any other non-secured creditors of the Borrower.

What Mortgage Investments are made available?

Sydney Wyde envisages that Members will be offered the opportunity to invest in a range of Mortgage Investments secured against property which may comprise:

- residential properties;
- commercial properties;
- industrial properties;
- construction and development properties;
- rural properties; or
- vacant land for residential, commercial, industrial or rural purposes.

While the details of a Mortgage Investment will be in the relevant Syndicate SPDS a mortgage will generally have the following characteristics:

Security:	registered mortgage over real property or in the case of company title by a mortgage over shares
Location:	predominantly New South Wales
Purpose:	predominantly business purposes
Due date for interest payments:	within 3 calendar days after the last day of the calendar month
Interest rate:	fixed for the period of the loan
Standard term:	12 or 24 months
LVR:	not exceeding 66.66% if a first mortgage is given and 80% (when aggregated with other prior or equal ranking securities) if a second mortgage is given as security.

If appropriate to the nature of the property, Sydney Wyde requires and has monitoring systems in place to ensure that:

- the property is adequately insured before the loan is made; and
- the insurance is renewed before each expiry date.
- Sydney Wyde will not make available to Members of the Fund any loan where:
- the Borrower is not at arm's length without disclosing this in the relevant Syndicate SPDS; or
- the Borrower is not independently advised.

Labour Standards and Ethical Considerations	Sydney Wyde does not take into account labour standards, environmental, social or ethical considerations when selecting, retaining or realising a Mortgage Investment.																				
Summary of Mortgage Investments	The information below provides an overview of the 63 Mortgage Investments made through the Fund as at 28 February 2025. <table><tr><th>Mortgage Ranking</th><th>No.</th><th>% of total number</th><th>Value \$</th><th>% of total value</th></tr><tr><td>First</td><td>61</td><td>96.83</td><td>459,499,000</td><td>99.93</td></tr><tr><td>Second</td><td>2</td><td>3.17</td><td>295,000</td><td>0.07</td></tr><tr><td>Total</td><td>63</td><td>100.00%</td><td>45,794,000</td><td>100.00%</td></tr></table> An in-depth breakdown of first and second ranking mortgages can be found further below in Addendum 6A.	Mortgage Ranking	No.	% of total number	Value \$	% of total value	First	61	96.83	459,499,000	99.93	Second	2	3.17	295,000	0.07	Total	63	100.00%	45,794,000	100.00%
Mortgage Ranking	No.	% of total number	Value \$	% of total value																	
First	61	96.83	459,499,000	99.93																	
Second	2	3.17	295,000	0.07																	
Total	63	100.00%	45,794,000	100.00%																	
Mortgage Investments made to Related Parties	As at 28 February 2025 and the date of this PDS there is one that has been made to a related entity of Sydney Wyde. The loan was made to assist Sydney Wyde with recovery of an existing loan which had gone into default. The terms of loan were unanimously approved by the relevant Syndicate Members and by the board of Sydney Wyde.																				
Borrowers and Lending	Persons seeking to borrow money will, from time to time, approach Sydney Wyde and submit an application to Sydney Wyde for funding. These applications will be submitted to the Lending Committee of Sydney Wyde for consideration and possible approval. The Lending Committee has the primary responsibility to ensure that: • a credit bureau reference check is undertaken in relation to the Borrower; • Sydney Wyde has the benefit of a valuation of the security; • the type, quality and value of the security provided complies with the Constitution; and • legal title to the Mortgage Investment is vested in the Syndicate Members’ nominee.																				
Credit worthiness of Borrowers	The creditworthiness of the Borrower is considered by the Lending Committee in accordance with the lending criteria in the Compliance Plan and Sydney Wyde’s operations manual. Each Syndicate SPDS will disclose whether, and if so, the basis on which the Lending Committee has assessed the creditworthiness of the relevant Borrower. If so directed by the board of Sydney Wyde, in any particular case or in respect of any application Borrower or guarantor, Sydney Wyde’s Lending Committee must ensure that a credit reference check by a credit reference organisation or bureau is undertaken in relation to the Borrower and any guarantor. It is not the normal practice of Sydney Wyde to obtain credit checks of Borrowers or guarantors. The Lending Committee may also (but has no obligation to) consider the capacity of the Borrower to service the loan in accordance with the proposed mortgage conditions in terms of timing and amount. If the Lending Committee has not considered such capacity of the Borrower, it must notify the compliance officer.																				

	The Lending Committee may require that the loan application be accompanied by such documentary and other evidence as to the statement of financial position of a corporate Borrower or guarantor, or as to the assets, liabilities and income of an individual Borrower or guarantor, as prescribed by the board of Sydney Wyde from time to time. The Lending Committee usually requires Sydney Wyde to obtain a statement from the Borrower's accountant as to the Borrower's ability to service the loan. The ability of the Borrower to service the loan is assessed on an individual basis and takes into account the strength of each Borrower's overall financial position as disclosed in the loan application form.
National Consumer Credit Protection Act Regulated loans	Sydney Wyde holds an Australian Credit Licence no. 245506. This enables Sydney Wyde to consider loan proposals and offer them as investments to Members where the borrowing entity is an individual, the security for the loan is residential and the loan is predominantly for personal, domestic or household purposes or the loan is to be used for to investment in residential property. Sydney Wyde will, of course, only offer such loans where the security is real property and the application otherwise meets its lending requirements. Sydney Wyde has also adopted a lending policy and 'Fact Find' procedure designed to ensure it meets best industry practice and that it complies with the 'Responsible Lending' guidelines as required by law for loans regulated by the NCCP Act. These lending guidelines will be further described in the relevant Syndicate SPDS for each particular Mortgage Investment that is a regulated loan. The interest calculation is also different for regulated loans compared with unregulated loans. The interest is calculated on the Borrower's daily residual balance with distributions to be made to Members monthly as calculated on the last business or repayment date each month. If a regulated loan goes into default during the term of the loan the higher rate may only be applied to the arrears interest on the loan. Once the loan term has expired and if the loan is unpaid then the higher rate can be applied to the entire principal and interest outstanding. The action Sydney Wyde would have to take to enforce a mortgage regulated by the NCCP Act can be more demanding and may take longer to implement than in respect of unregulated loans due to procedures that must be adopted and certain rights a Borrower has to request that the loan terms be changed if the Borrower is experiencing financial hardship caused by illness, or unemployment or other reasonable causes.
Valuation policy	Sydney Wyde will only accept valuations that meet its valuer and valuation report requirements. These are described briefly below. A copy of the Valuation Policy of Sydney Wyde is available on the website at www.sydneywyde.au. A paper copy will also be sent by Sydney Wyde to applicants and Members on request. The policy also discloses the processes that Sydney Wyde uses to form its view on the value of the security properties.
Valuers	All borrowing applications that are approved are subject to a valuation by a property valuer who is approved and appointed as a Panel Valuer of Sydney Wyde.

	In respect of any valuation, the Panel Valuer must: • be independent of Sydney Wyde • be a member of an appropriate professional body in the State or Territory in which the security property is situated • have current and adequate professional indemnity insurance • not provide more than 3 consecutive valuations unless provided otherwise in the Syndicate SPDS, and • as far as possible, not have provided more than 50% of the current valuations by number and by value. All procedures for dealing with any conflict of interest must have been followed.
Loan to Valuation Ratios	It is the policy of Sydney Wyde that the amount of the loan for a first Mortgage Investment will not exceed 66.66% of the valuation of the security property. In the case of a second mortgage, the amount of the loan must not, when aggregated with the amount secured under a prior or equal ranking mortgage, exceed 80.0% of the valuation. The Syndicate SPDS will disclose the LVR applicable to the relevant Mortgage Investment. If the loan is a development and construction loan, funds are provided to the Borrower in stages based on independent evidence of the progress of the development. The loan will not be for more than 66.66% on the basis of the latest 'as if complete' valuation of property over which security is provided; If the loan is a development and construction loan, the valuation must also be on an 'as if complete' basis.
Insurance	Before settling a loan, Sydney Wyde must also ensure that the property is adequately insured. Its policy is that the insurance must be for an amount not less than the amount that the valuer recommends as the replacement value of the improvements for insurance purposes. For each loan, this amount will be set out in the relevant Syndicate SPDS.
Variation of the Mortgage Investment	If the terms of the loan are to be changed, such as by the extension of the term, Sydney Wyde must ensure that this is agreed to be each of the Syndicate Members. A new valuation must be obtained as at a date not more than 3 months before the extension of the term. Where the Syndicate Members do not all agree to the extension the Borrower must repay the loan in accordance with the existing arrangements. If the loan is to be discharged, for this or any other reason, and is to be replaced by a new loan, Sydney Wyde will issue a new Syndicate SPDS that applies to the new loan.
Development and construction loans	In assessing whether to offer a development and construction loan, the Lending Committee will assess the project and its valuation on completion, with a view to ensuring the LVR is maintained within the Lending Committee's guidelines during the course of construction. The maximum LVR will not exceed 66.66% on an 'as is' and on an 'as if complete' basis at the time of the initial advance of the loan. The 'as if complete' value assumes that at the date of the valuation the construction project is already complete and reflects the market at that date. The valuer assesses the 'as if complete' value from the plans and specifications having regard to the market at the date of inspection.

	The Lending Committee will also assess the 'loan to cost' (LTC) ratio, which considers the amount that it will take to complete the development and the total loan amount. This takes into account the value of the land on which the development is to be built, and is different from the loan to valuation ratio. The LTC ratio is to be no more than 80%. The Syndicate SPDS relating to the loan will disclose the LVR and the LTC for the loan.
Management of Mortgage Investment	The loans will be managed by Sydney Wyde and Members of a Syndicate are paid interest in the proportion in which those Syndicate Members have contributed to the relevant Syndicate. Any loss of interest or capital is shared by the Members of that relevant Syndicate – not by other Members of the Fund. Sydney Wyde must manage the Syndicate in accordance with the requirements of the Constitution, this PDS, the relevant Syndicate SPDS and the Corporations Act. On becoming a Member of a Syndicate, each Syndicate Member appoints and authorises Sydney Wyde to manage the Member's Syndicate interest in the Mortgage Investment as the agent for that Member. That appointment cannot be revoked by the Syndicate Member but ceases on the termination of the Syndicate. The Syndicate Members, for the convenience of management and administration, give to each of Sydney Wyde, and any director of Sydney Wyde, attorney or substitute nominated by Sydney Wyde (each severally an "attorney") an irrevocable power of attorney to execute on behalf of the Syndicate Member from time to time documents relating to the registration, discharge and enforcement of the Mortgage Investment and any other dealing the attorney reasonably considers necessary, including the granting of any consent. Each Syndicate Member indemnifies and must keep the attorney indemnified against any liability, loss, cost, expense or damage arising from the lawful exercise of any right by the attorney under the power of attorney granted by that Syndicate Member. Each Syndicate Member must execute and deliver such further instruments and do such further acts and things as may be reasonably required by Sydney Wyde to carry out its duties and functions under the Constitution, this PDS and the relevant Syndicate SPDS. As part of its management functions Sydney Wyde must: • collect and receive all money arising from the Mortgage Investment; and • also collect and receive the proceeds of the realisation of any Mortgage Investment on or before the maturity date of that investment. Sydney Wyde has engaged Sydney Wyde Mortgage Corporation Pty Limited (Administrator) to provide certain administration services to the Fund. This includes services relating to the management of the Mortgage Investments. The Administrator has the necessary systems in place to provide real time reporting to Sydney Wyde, the Members of the Fund and Syndicate Members, regarding the status of any Mortgage Investment, including mortgage interest and repayment receipts, property insurance cover and arrears.

Default Management

On occasion, Borrowers may be late in paying interest or in meeting their repayment obligations, or may be unable to do so. Sydney Wyde has a policy of pursuing defaults and arrears and for instituting appropriate recovery action. These include:

- **monitoring** all due dates for payments and billing any overdue payments;
- **following up** overdue payments in writing (and usually within 3 business days after the due date for payment);
- **issuing notices** if payments remain in arrears for 14 days. In most cases the solicitors to the Fund will be instructed to prepare and issue the appropriate notices;
- **instituting legal proceedings** for possession of the security property if the Borrower fails to comply with the issued notices;
- **selling** the security property once a possession order has been obtained.

For the purpose of the information below, a loan is considered to be in "default" if the payment of interest is in arrears for more than 14 days or in the absence of an agreement to extend or refinance the loan, satisfactory to the Lending Committee, the principal of the loan has not been repaid on the due date for payment. If a loan is in default for more than 14 days Sydney Wyde will notify the relevant Syndicate Members. It will also notify them within 14 days after the commencement of any enforcement action and of the outcome of those proceedings.

Position as to defaults

- **1st mortgages**

As at 28 February 2025 there were 3 mortgage loans in default (more than 14 days in arrears). The position was as follows:

Days in arrears	No of Loans in default	% Default Rate by No of loans	Value of loans in default \$	% Default Rate by Value
14-30	1	1.64	22,500,000	4.90
30-60	0	0	0	0
60+	1	1.64	3,750,000	0.82
90+	1	1.64	1,656,000	0.36
Total	3	4.92	27,906,000	6.08

- **2nd mortgages**

As at 28 February 2025 there were no 2nd mortgage loan in default (more than 14 days in arrears). The position was as follows:

Days in arrears	No of Loans in default	% Default Rate by No of loans	Value of loans in default \$	% Default Rate by Value
14-30	0	0	0	0
30-60	0	0	0	0
60+	0	0	0	0
Total	0	0	0	0

Sydney Wyde is communicating with Syndicate Members affected by the defaults. Recovery proceedings have been instituted in all cases. While

	Sydney Wyde anticipates the full repayment of principal and interest entitlements to the Syndicate Members in due course it is not in a current position to state the outcome of these recovery proceedings in respect of any of these loans. Furthermore, past performance as to the rate of recovery of outstanding loan principal is not an indication of any future performance in this regard and must not be treated as such by investors. All applicants must be aware that any loss that may occur by reason of a default under the Mortgage Investment is borne by the Members of that Syndicate only and not by other Members.
Realisation and Enforcement of Mortgage Investments	Where an enforcement right in respect of a Mortgage Investment becomes exercisable by Syndicate Members, whether by the default of the Borrower or the occurrence of an event that constitutes a default, the Syndicate Members are entitled to exercise that right subject to the general power of management of the Mortgage Investment conferred on Sydney Wyde and the power of attorney granted by each Syndicate Member to Sydney Wyde. Sydney Wyde may call a meeting of all Syndicate Members before it exercises a right or power of enforcement and those Syndicate Members may direct Sydney Wyde by special resolution to exercise its powers in a particular manner. If the Syndicate Members do direct Sydney Wyde to exercise a power in a particular way, Sydney Wyde must be indemnified against any losses, costs, expenses, claims or liabilities which Sydney Wyde may incur in following that direction. Since each Syndicate is separate from any other Syndicate, a default under one Mortgage Investment is borne by the relevant Syndicate Members and is not shared by the members of any other Syndicate.
Termination of Syndicate	The Syndicate is terminated and each Syndicate Member ceases to be a Syndicate Member where the proceeds of realisation of the Mortgage Investment are distributed to the Members of that Syndicate.

Addendum 6A – Summary of Mortgage Investments

First ranking mortgages:

- loans by class of activity

Loan Type	No.	% of total No.	Value \$	% of total value
Residential	49	80.32	345,054,000	75.09
Rural	0	0.00	0	0.00
Commercial	6	9.84	83,120,000	18.09
Industrial	6	9.84	31,325,000	6.82
Total	61	100.00	459,499,000	100.00

- maturity profile of loans

Term of mortgage	No.	% of total No.	Value \$	% of total value
Less than 12 months	48	78.69	356,594,000	77.60
More than 12 months less than 24 months	13	21.31	102,905,000	22.40
More than 24 months	0	0.00	0	0.00
Total	611	100.00	459,499,000	100.00

- LVR ranges

Range of LVR	No.	% of total No.	Value \$	% of total value
Less than 50%	13	21.31	122,250,000	26.61
50% - 59%	7	11.48	46,450,000	10.11
60% - 66.66%	41	67.21	290,799,000	63.28
Total	61	100.00	459,499,000	100.00

- distribution rate ranges

Interest rate*	No.	% of total No.	Value \$	% of total value
Less than 7.99%	0	0	0	0.00
8.00% - 8.99%	9	14.75	109,110,000	23.75
9.00% - 9.99%	45	73.77	237,209,000	51.62
10.00% or more	7	11.48	113,180,000	24.63
Total	611	100.00	459,499,000	100.00

- loans by location

Location	No.	% of total No.	Value \$	% of total value
Greater Sydney Area	55	90.16	438,299,000	95.35
Regional NSW	6	9.84	21,200,000	4.65
Total	61	100.00	459,499,000	100.00

- Other characteristics of first mortgages

The average Mortgage Investment held on first mortgage security at 28 February 2025 was \$7,532,770 and the average LVR was approximately 57.88% (calculated on the basis of the total of the LVRs divided by the total number of loans). The amount of the total of the loans as a percentage of the total security value was approximately 47.40%. The largest separate loan represented about 11.97% of the total loans secured by first mortgages and the highest aggregate loan to any Borrower was \$129,355,000. The median loan size was \$4,725,000.

* This is the rate net of management fees and taxes. Past performance is not indicative of future performance. The above figures exclude additional higher interest that may apply from time to time by reason of default of the Borrower and are based on the lower rate in the mortgage contract and the relevant Syndicate SPDS.

Second ranking mortgages:

- loans by class of activity

Loan Type	No.	% of total No.	Vale \$	% of total value
Residential	2	100.00	295,000	100.00
Rural	0	0	0	0
Commercial	0	0	0	0
Industrial	0	0	0	0
Total	2	100.00	295,000	100.00

- maturity profile of loans

Term of mortgage	No.	% of total No.	Value \$	% of total value
Less than 6 months	2	100.00	295,000	100.00
More than 6 less than 12 months	0	0	0	0
More than 12 less than 24 months	0	0	0	0
Total	2	100.00	295,000	100.00

- LVR ranges

Range of LVR	No.	% of total No.	Value \$	% of Value
Less than 66.66%	1	50.00	135,000	45.76
66.66% - 70%	0	0	0	0
More than 70%	1	50.00	160,000	54.24
Total	2	100.00	295,000	100.00

- distribution rate ranges

Interest rate*	No.	% of total No.	Value \$	% of value
Less than 15%	1	50.00	135,000 160,000	45.76
15% - 18%	1	50.00	160,000	54.24
More than 18%	0	0	0	0
Total	2	100.00	295,000	100.00

- Other characteristics of second mortgages

The average Mortgage Investment held on second mortgage security at 28 February 2025 was \$145,000 and the average LVR was approximately 55.20% (calculated on the basis of the total of the LVRs divided by the total number of loans). The amount of the total of the loans as a percentage of the total security value was approximately 55.20%. The largest separate loan represented about 45.24% of the total loans secured by second mortgages and the highest aggregate loan to any Borrower was \$160,000. The median loan size was \$145,000.

* This is the rate net of management fees and taxes. Past performance is not indicative of future performance. The above figures exclude additional higher interest that may apply from time to time by reason of default of the Borrower and are based on the lower rate in the mortgage contract and the relevant Syndicate SPDSBorrower.

SECTION 7 – YOUR INVESTMENT IN THE FUND

Investment Objectives	Sydney Wyde seeks to provide a regular income stream for a fixed term and the repayment of the capital at the maturity of the investment term. To achieve this objective it lends to Borrowers with the loan secured by a registered mortgage over the relevant property or in the case of company title by a mortgage over shares. The mortgage requires interest to be paid by the Borrower on a monthly basis, unless the relevant Syndicate SPDS provides for a different period.
Interest rates	The interest rate payable by a Borrower is fixed for the term of the Mortgage Investment and is specified in the relevant Syndicate SPDS. So too is the rate of return to the members of the Syndicate. You should note that both the lending rates payable by Borrowers and the distribution rates payable to the Syndicate Members vary over time and depend on the type of loan, security and other parameters. The interest rates for investments held other than in Mortgage Investments, such as in the bank accounts for the Fund, generally reflect movements in the official interest rates.
Payment of Income	Interest, calculated at the rate disclosed in the relevant Syndicate SPDS, is payable monthly in arrears to Sydney Wyde by the Borrower. The due date for payment is within 3 calendar days after the last day of the calendar month. Mortgage interest when paid by the Borrower is credited to the Mortgage Interest Account held by Sydney Wyde for Members of the relevant Syndicate. Each Syndicate Member has an immediate beneficial interest vested absolutely in the net income to the extent of the Member's present entitlement to that share of the net income. In accordance with the Constitution, Sydney Wyde must distribute the income to which the Member is presently entitled within 30 days after the date of receipt. However, Sydney Wyde anticipates that distributions will occur after the due date and then usually within 5 business days after the interest payments are received from the Borrower. Under the Constitution, Syndicate Members are entitled to receive 50% of "default" interest payments received by Sydney Wyde from a Borrower, who must pay an additional amount if an interest payment is not paid when due. This amount will be as provided in the relevant Syndicate SPDS. As at the date of this PDS, Syndicate Members receive 66.66% of the default interest. In certain situations, Members of the Fund may be entitled to other income: ▪ if interest is earned on the Application Moneys Account, and the application for an interest in the Fund is not accepted, the relevant Member is entitled to that interest, after the deduction of fees. For further details see section 3: <i>Investing in the Fund</i> of this PDS; and ▪ if interest is earned on the Fund Account (during the period between the acceptance of the application moneys and its application to a Mortgage Investment) the Members are entitled to that interest pro rata according to their interest in the Fund

	Account. Distributions of that income, if any, must be made to the Members entitled to it within 30 days after the date of its receipt by Sydney Wyde.
Repayment of Investment	The Fund's Constitution provides that a Mortgage Investment must be repayable no later than 5 years after the investment date unless repayable on demand or payable at a later date as specified in the relevant Syndicate SPDS. As indicated above, the term of each loan will be stated in the Syndicate SPDS, and will usually be for 12 or 24 months.
Rights of Members	An interest in the Fund entitles a Member to: ▪ attend and vote at meetings of Members. A Member has 1 vote for each \$1 paid by way of application moneys; ▪ receive the Member's proportionate share of the net income (if any) of the Fund Account after deduction of fees to which Sydney Wyde is entitled; ▪ receive a Syndicate Member's proportionate share of the net income of the Mortgage Interest Account; ▪ subject to the Syndicate SPDS, participate with other Members of a Syndicate in the division of proceeds of the realisation or repayment of any Mortgage Investment as a tenant in common with each other Member of the Syndicate; and ▪ participate in the division of any surplus of assets or profits of the Fund if the Fund is terminated.
Withdrawal Rights	No Member of a Syndicate has a right to withdraw from the Fund or a Syndicate. Sydney Wyde may, however, repay a Member all or part of the application moneys where they have not yet been applied to a Syndicate. Sydney Wyde may charge a fee set out in section 5: <i>Fees and Other Costs</i> of this PDS.
Transfer Rights	A Member of a Syndicate may transfer its interest to another person only with the approval of Sydney Wyde. A transfer of any interest is not effective until Sydney Wyde registers it in the register of Fund interests. Sydney Wyde may refuse to register a transfer without giving any reason for refusal. Sydney Wyde may charge a fee and its administrative costs and expenses, as set out in section 5: <i>Fees and Other Costs</i> of this PDS.
Liability of Members	The liability of a Member under the Constitution is limited to the amount paid as its application moneys. The Member must, however, meet any tax liability arising from a Member's action or inaction, or its liability for payments due and payable to Sydney Wyde. The Member need not indemnify Sydney Wyde if there is a deficiency in the assets of the Fund and is not liable for the claim of any creditor of Sydney Wyde in relation to the Fund. However, you should be aware that no complete assurance can be given with regard to the above as the ultimate liability of an investor as a Member of a scheme has not been determined by the courts.

	Where Sydney Wyde acts as the attorney for the Member of a Syndicate, the Member of a Syndicate must keep Sydney Wyde indemnified against any liability, loss, cost, expense or damage arising from the lawful exercise by Sydney Wyde of its power of attorney for the Member of a Syndicate.
Limitation on Members	As a Member you may not: ▪ interfere with the rights or powers of Sydney Wyde in its dealings with the assets and the Fund; ▪ exercise any rights, powers or privileges in respect of any part of the assets; ▪ lodge a caveat in respect of any property comprised in the assets; or ▪ require the transfer of any property comprised in the assets of the Fund.
Reporting to Members	▪ Sydney Wyde will provide to Members a receipt for the application moneys and such written transaction confirmations as are required by the Corporations Act. ▪ When your application moneys are applied to a specific Mortgage Investment, you will receive an Advice of Mortgage – Lender Notice of the mortgage which will confirm the terms on which the loan has been advanced to a Borrower and of the registration of the mortgage. ▪ Syndicate Members will be notified monthly as to mortgage interest received and distributed. ▪ If a Borrower is in default Sydney Wyde will advise the relevant Syndicate Members and of the action it has taken, as their agent, in enforcing the terms of the mortgage and if necessary the realisation of the security. ▪ In accordance with the Constitution and the Corporations Act, Members will receive periodic financial statements as to the Fund and in relation to the Syndicate. A Member may check the status of its investment at any time during business hours by contacting Sydney Wyde. The contact details are set out in the <i>Corporate Directory</i> at Annexure A of this PDS.
Continuous Disclosure	The Fund is a disclosing entity under the Corporations Act. As such it is subject to regular reporting and continuous disclosure obligations under the Corporations Act. This information is likely to be: ● information that Members and their professional advisers reasonably require to make an informed investment decision; and ● information that might reasonably be expected to have a material influence on the investment decision of a reasonable person, as a retail client.

	As at the date of this PDS, if that information is relevant to all Members Sydney Wyde will make this available on the website. Any new material information that is relevant to the Members of a particular Mortgage Investment will be sent to the Members of that Syndicate, irrespective of whether it is placed on the website or not. Copies of documents lodged with ASIC in relation to the Fund may be obtained from, or inspected at, any ASIC office. They may also be obtained from Sydney Wyde. The contact details are in the <i>Corporate Directory</i> at Annexure A of this PDS.
Updated benchmarks and disclosures	As stated in section 2: <i>ASIC Benchmarks and Disclosure Principles</i> Sydney Wyde anticipates that it will update the information as to the extent to which the benchmarks are met at any time, and if not, why not, on a regular basis, and at least every 6 months. This information will be made available to both the Members of the Fund and applicants under this PDS. It will also be made available on the website at www.sydneywyde.au.
Meetings of Members	Sydney Wyde may at any time convene a meeting of Members. It will also convene a meeting of Members if requisitioned by the lesser of at least 100 or 5% of the Members. Each Member is entitled to attend and vote at a meeting unless prohibited from doing so under the Corporations Act. All Members are entitled to receive notices of all meetings.
Complaints and Dispute Resolution	Sydney Wyde seeks to deliver to investors an optimal level of client service and is committed to handling any complaint quickly, fairly and in strictest confidence. It welcomes suggestions for service improvements. If a Member does have a complaint regarding any aspect of Sydney Wyde's services the Member should contact Sydney Wyde. Any complaint, whether oral or in writing, is handled in accordance with the internal policy and procedures that Sydney Wyde has adopted. A copy of the policy and procedures may be obtained from Sydney Wyde. On receipt of a complaint, Sydney Wyde aims to resolve a complaint as quickly as possible, and unless it has been resolved within 5 business days, will provide you with a written "IDR response" setting out the final outcome. Other than in limited circumstances, including where the complaint is particularly complex, Sydney Wyde will provide the IDR response within 30 calendar days after receipt of the complaint. If there is to be a delay, it will advise you of the reasons for the delay and your further rights. If an issue is not resolved to the Member's satisfaction in accordance with the policy and procedures the Member can lodge a complaint with the Australian Financial Complaints Authority (AFCA) of which Sydney Wyde is a member. AFCA provides fair and independent financial services complaint resolution that is free to consumers. AFCA has authority to hear certain complaints. Contact AFCA to confirm if they can assist you. Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

	The Contact details for AFCA are in the <i>Corporate Directory</i> at Annexure A of this PDS. The Member may also contact ASIC on 1300 780 885.
Privacy and personal information	By applying to invest in the Fund or a Syndicate, the applicant consents to information about them being used by Sydney Wyde for the purposes for which it was provided, being the provision of investment services by Sydney Wyde. Sydney Wyde is committed to protecting the privacy of applicants and Members. Sydney Wyde is bound by the <i>Privacy Act 1988 (Privacy Act)</i> as amended from time to time and the principles and procedures to be adopted under the legislation. The <i>Privacy Act</i> regulates, among other things, the collection, storage and security, quality, management, correction, use and disclosure of and access to personal information. The application form accompanying this PDS requires you to provide personal information. Sydney Wyde, and any service providers to Sydney Wyde or the Fund, may collect, hold and use your personal information in order to assess your application, service your needs as a client or investor, provide facilities and services to you, Sydney Wyde or the Fund and for other purposes permitted under the <i>Privacy Act</i>. Taxation (Australian and international), company, anti-money laundering and other laws also require some of the information to be collected in connection with your application. If you do not provide the information requested or provide us with incomplete or inaccurate information, your application may not be able to be processed efficiently, or at all.
Disclosing your personal information	Under various laws and regulatory requirements Sydney Wyde may have to pass on your information (or parts of it) to government agencies who may lawfully request it, such as the Australian Taxation Office (ATO) and the Australian Transaction and Reports Analysis Centre. Information may also be disclosed to external parties on your behalf, such as your financial adviser, unless you have instructed Sydney Wyde in writing to do otherwise. Sydney Wyde may also disclose your personal information to its service providers (lawyers and others) to enable the printing, distribution and administration of documents relevant to the Mortgage Investment and for other administration of your investment purposes. Your personal information may also be used by Sydney Wyde to administer, monitor and evaluate products and services, gather, aggregate and report statistical information, assist you with any queries and take measures to detect and prevent fraud and other illegal activity. It may also be allowed or obliged to disclose information by law and to report on risk management matters. It is not anticipated that it will ever need to disclose your personal information to overseas recipients.

Accessing and correcting your personal information	Members are entitled to access, correct and update all personal information which Sydney Wyde holds about them. This information held may be obtained by contacting Sydney Wyde. You should contact Sydney Wyde if you have concerns about the completeness or accuracy of the information we have about you or would like to access or amend your personal information held by Sydney Wyde (or its service providers). Please advise Sydney Wyde of any changes to such information you have provided. If you have any complaint about the way in which Sydney Wyde complies with the <i>Privacy Act</i> or if you have any questions relating to Sydney Wyde's privacy policy or anything else found in this PDS or the Syndicate SPDS, please contact Sydney Wyde by e-mail, fax or phone during normal business hours. The contact details are set out in the <i>Corporate Directory</i> at Annexure A of this PDS. Important Note: You should also check the website at www.sydneywyde.au for the current version of the Privacy Policy of Sydney Wyde. Changes will be made to the policy from time to time to reflect changes in the law, including the <i>Privacy Act</i>.
Anti-Money Laundering and Counter-Terrorism Financing Act	Sydney Wyde is required to comply with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and associated regulations (AML/CTF law). Sydney Wyde will require you to provide personal information and documentation in relation to your identity and that of any controlling person, beneficial owner, or beneficiary when you invest in the Fund. Sydney Wyde may need to obtain additional information and documentation from you to process your application or subsequent transactions or at other times during your investment. The obtaining of information will be pursuant to the AML/CTF Program that has been adopted. Sydney Wyde may need to identify: • transferees of your interest in the Fund or in a Syndicate. Sydney Wyde will not register a transfer until all relevant information has been received and your or your transferee's identity or that of its beneficial owners has been satisfactorily verified; • your estate. If you die while you are the owner of an interest in the Fund or a Syndicate, Sydney Wyde may need to identify your legal personal representative prior to transferring ownership or making any payments; and • anyone acting on your behalf, including under your power of attorney. In some circumstances, Sydney Wyde may need to re-verify this information and may request additional information. By applying to become a Member of the Fund and invest in a Mortgage Investment, you also acknowledge that Sydney Wyde may decide to delay or refuse any request or transaction, if it is concerned that the request or transaction may breach any obligation of, or cause Sydney Wyde to commit or participate in an offence under, any AML/CTF law, and Sydney Wyde or any of its related bodies

	corporate, affiliates, associates or officers will incur no liability to you if it does so. Investors should also note the following requirements: <i>Beneficial owners</i> To comply with AML/CTF law Sydney Wyde also requires you to disclose beneficial owners. 'Beneficial owner' means an individual who ultimately owns or controls, directly or indirectly, the applicant investor. 'Control' includes control as a result of, or by means of, a trust, agreements, arrangements, understandings and practices, whether or not having legal or equitable force and whether or not based on legal or equitable rights, and includes exercising and control through the capacity to determine decisions about financial and operating policies. 'Owns' means ownership, either directly or indirectly, of 25% or more of the applicant. <i>Source of funds</i> As part of the obligation to 'know your customer' and to assess money laundering and terrorism financing risk under its AML/CTF program, the AML/CTF law requires Sydney Wyde to ask about the applicant's (and of their beneficial owners') income and assets available for investment and the sources of funds, including their origin.
Foreign Tax Compliance Disclosure	Each investor agrees to provide, and it is a condition of becoming a Member of the Fund, certain information that Sydney Wyde or the Custodian requires in order for it and the Custodian to comply with any applicable law, including any foreign law. <i>Foreign Account Tax Compliance Act (FATCA)</i> is tax legislation that enables the Internal Revenue Service of the United States of America (USA) to identify and collect tax from USA residents that invest in assets through non-US entities. The OECD <i>Common Reporting Standards for Automatic Exchange of Financial Account information (CRS)</i> is a similar global regime aimed at collecting and reporting on investor's tax status. If you are a foreign resident for tax purposes, then you should note that the Trust will comply with its FATCA and CRS obligations by collecting, retaining and reporting about certain investors to the ATO. In order for the Fund to comply with its FACTA and CRS obligations, Sydney Wyde may require potential investors to provide certain information about themselves including their country of tax residence, and may include providing their US Taxpayer Identification Number (TIN) or CRS status as appropriate. Further information is provided in the application form. If you require further information or details as to the completion of the form or relating to the implementation of FATCA and CRS, please refer to the Australian Taxation Office's guidance material link: https://www.ato.gov.au/General/International-tax-agreements/In-detail/International-arrangements/Automatic-exchange-of-information---guidance-material/.

Taxation	Investing in an investment product such as the Fund is likely to have taxation consequences. Sydney Wyde cannot give tax advice on obtaining, retaining or disposing of investments in the Fund or in any Mortgage Investment. Australian tax laws are complex and subject to change. The tax comments below are only in respect of Australian tax and are based on the current law in Australia as at the date of this PDS. Further, the tax comments in this section are only relevant for Australian resident investors in respect of their investment in the Fund. In particular, the comments may not be relevant to investors that are subject to special tax rules such as banks, insurance companies, financial intermediaries, managed investment trusts, tax exempt organisations and dealers in securities. Sydney Wyde advises you to seek professional tax advice on your proposed investment in the Fund before making a decision to invest. By making an investment in the Fund, you will legally and beneficially own an interest in the underlying Mortgage Investment, together with other Syndicate Members. In this way, for Australian tax purposes, Mortgage Investments will be treated as a loan that is made directly by you and the other Syndicate Members. Further, the income received by you will be in the form of interest received directly from the Mortgage Investment. The rules in relation to the taxation of beneficiaries in a trust should not be applicable. The loan will qualify as a financial arrangement for the purposes of the Taxation of Financial Arrangement (TOFA) provisions in the Australian income tax law. Accordingly, if you are subject to the TOFA regime, or have elected for this regime to apply to you, then you should be subject to tax on the interest on the loan on a compounding accruals basis over the term of the Mortgage Investment. Under the compounding accruals method, the gain or loss may be spread over the term of the Mortgage Investment pursuant to the effective interest method allowable in AASB 139. If you are not subject to the TOFA regime, and have also not elected for this regime to be applicable to you, then you should be subject to tax on the interest on the loan when received by you. In this respect, the accruals taxation provisions in the income tax law should not be applicable to you on the basis that the only return on the Mortgage Investment will be in the form of periodic interest payments and there is no inherent discount or premium on the investment. On termination of the Mortgage Investment, you should receive any accrued interest and a repayment of the outstanding loan principal. Any gain that is made by you on termination should be assessable to you at the time of termination. Any loss that is made by you on termination may be allowable to you as a deduction at the time of termination. However, there are certain circumstances when a loss is not allowable as a deduction but rather gives rise to a capital loss for the Syndicate Member. Sydney Wyde recommends that you seek your own professional tax advice to determine whether such a circumstance may be applicable to you.
Goods and Services Tax	Fees and expenses incurred by the Fund, such as management costs, will generally attract Goods and Services Tax (GST) at the rate of

10%. Given the nature of the Fund's activities, the Fund will generally not be entitled to claim input tax credits for the full amount of the GST incurred. However, Reduced Input Tax Credits (**RITCs**) should be available for the GST paid on the expenses incurred by the Fund. Where RITCs are available, the prescribed rate is currently 55% or 75% depending on the nature of the fee or cost incurred.

No GST obligations arise for investors on the application, withdrawal or transfer of interests in the Fund.

Distributions made by the Fund will also not be subject to GST.

Stamp duty may also apply on the transfer of the Mortgage Investments in certain circumstances.

SECTION 8 – THE FUND DOCUMENTS

The Constitution	The Fund is established under a Constitution made by Sydney Wyde by a deed poll dated 4 March 2004, as amended. It is the Constitution that primarily governs the powers and duties of Sydney Wyde, the rights and obligations of the Members and the structure of the Fund. The Constitution binds Sydney Wyde and each Member of the Fund. In addition to those matters set out elsewhere in this PDS (such as the rights of Members, the liability of Members, withdrawal rights, applications for interests, the investment and return of application moneys, the making, management, realisation and enforcement of Mortgage Investments) the Constitution also contains provisions as to: • the powers of Sydney Wyde • the liability of Sydney Wyde and its rights to indemnity • the termination of the Fund • the retirement of Sydney Wyde • the amendment of the Constitution • the meetings of Members. Any Member or adviser wishing to gain full knowledge of the contents of the Constitution should inspect it. It is available for inspection at the registered office of Sydney Wyde during normal business hours. Sydney Wyde will provide a copy of the Constitution to any person upon written request.
Amendment or Replacement of Constitution	Sydney Wyde's right to amend, replace or repeal the Constitution are specified in the Corporations Act. Generally, the Constitution may be amended by special resolution of Members or by Sydney Wyde alone if Sydney Wyde reasonably believes that the change will not adversely affect the rights of Members. Sydney Wyde must lodge with ASIC a copy of any modification or amendment of the Constitution or the new Constitution. Where the Corporations Act or any relief granted by ASIC requires certain provisions to be included in the Constitution, then those provisions are taken to be in the Constitution.
The Compliance Plan	Sydney Wyde has adopted a Compliance Plan for the Fund as required by the Corporations Act. The Compliance Plan sets out the key criteria that Sydney Wyde will follow to ensure that it is complying with the Corporations Act and the Constitution. Each year, the Compliance Plan is to be audited, as required by the Corporations Act and the auditor's report is lodged with ASIC. A copy may be obtained from ASIC upon payment of the prescribed fee.
The Miscellaneous Services Agreement	Certain services relating to the administration of the Fund are provided to Sydney Wyde by the Administrator under a Miscellaneous Services Agreement. These services must be provided diligently and in a proper, business-like and skilful manner and in accordance with the performance criteria set out in the Miscellaneous Services Agreement. These include the

times and manner in which various activities must be carried out and the reports that are to be provided. Either party has a right to terminate the agreement by giving notice or for breach.

Under the agreement, Sydney Wyde is to pay to the Administrator a fee for the services provided. The fee is payable by Sydney Wyde from its own fees, and is not payable by the Fund or by any Member of the Fund or Syndicate Members.

While the agreement provides for no set fee, the total amount of the fees charged by the Administrator will at no time exceed the total amount of fees paid to Sydney Wyde from the Fund.

SECTION 9 – PARTIES INVOLVED IN THE FUND

Sydney Wyde	The Fund is a registered managed investment scheme for the purposes of Chapter 5C of the Corporations Act and Sydney Wyde, is the responsible entity of the Fund. Sydney Wyde is the holder of an Australian financial services licence no. 245506 issued by ASIC on 5 February 2004. This licenses Sydney Wyde to act as the responsible entity. <i>Background history</i> Sydney Wyde has a close relationship with the Administrator, a family owned and run mortgage management business which has operated since 1991. The executive director of Sydney Wyde is also a director and shareholder of the Administrator. The Administrator is a member of the Mortgage & Finance Association of Australia (MFAA) specialising in mortgage origination and management and is dedicated to providing personalised and professional services to customers and strategic business partners. <i>Disclosure</i> Sydney Wyde in its own capacity, and not in its capacity as the responsible entity of the Fund, may from time to time, make investments in mortgages other than through the Fund. Where it decides to make those investments on its own behalf it does not offer that investment to Members of the Fund.			
Directors of Sydney Wyde	Tim Stoyles Bachelor Business (UTS) major accounting/banking Diploma Financial Services (Financial Planning) Diploma Mortgage Lending MFAA Membership Finsia – Senior Associate Tim is the business development manager and managing director of Sydney Wyde Mortgage Management Limited. Tim has over 25 years' experience in mortgage origination, management and mortgage broking. Tim is responsible for assessment of mortgage proposals	Michael Bray SAB Law Michael is a Non-executive Director and chairman of the board of Sydney Wyde. Michael has held his solicitor's practising certificate for over 45 years operating a law practice in Double Bay for the majority of that time. Michael operated a solicitors mortgage lending practice prior to the introduction of the FSRA Act. Michael is very experienced in the preparation	Derek Martin Derek is a Non-executive director on the board of Sydney Wyde. He is currently the Head of Claims, Australasia, for Munich Re (Sydney based) where he holds the responsibility for claims across the non-life reinsurance business. Through this and in previous roles held in insurance over the past 25 years Derek brings to Sydney Wyde a solid understanding of the regulatory environment as well as strong knowledge in the areas of strategy,	Thomas Bignill Tom is a non-executive director on the board of Sydney Wyde. He is the Managing Director of Tribeca Private, a private investment advisory firm. Tom has over 25 years' experience in wealth management. Over the last two decades Tom has advised a substantial number of clients and worked closely with advisory groups on managing investments across all asset classes. Through his current and previous executive roles Tom brings to Sydney Wyde his vast knowledge and

	to be assessed for suitability by the Lending Committee and compliance with the scheme lending guidelines. He has been a responsible manager for Sydney Wyde's AFSL since the inception of the Fund in 2004.	and enforcement of mortgage agreements and mortgage law.	growth and distribution.	experience gained from operating in the funds management industry.
Powers of Sydney Wyde	Subject to any express limitation in the Constitution Sydney Wyde has all the powers in respect of the Fund and the assets, including using the assets and credit of the Fund and doing anything else on behalf of the Fund which it could exercise or do if it were the absolute and beneficial owner of the Fund and the assets. While Sydney Wyde has not exercised this power and has no current intention to do so, Sydney Wyde in its capacity as trustee of the Fund has power to borrow (whether or not on security) and to incur all types of obligations and liabilities. Sydney Wyde may also authorise any person to act as its agent or delegate. Every discretion and power vested in Sydney Wyde is absolute and uncontrolled. In addition to any right of Sydney Wyde under the general law to refuse disclosure of any document or matter, Sydney Wyde is not required to disclose to any person or Member documents relating to its deliberations or the exercise of any power or discretion, or the non-exercise of such power or discretion, other than where this is required by law or by the Constitution. A related body corporate of Sydney Wyde and any person being a director or shareholder of Sydney Wyde or a related body corporate may be directly or indirectly interested in the exercise of powers and discretions under the Constitution without affecting the validity of the exercise of such powers or discretions.			
Liability of Responsible Entity	If Sydney Wyde acts in good faith and without negligence, it is not liable in contract, tort, or otherwise to Members or any loss suffered in any way relating to the Fund or a Syndicate, including any Mortgage Investment. Sydney Wyde is otherwise liable only to the extent of the value of assets vested in it or received by it under the Constitution. The liability of Sydney Wyde to any person, other than a Member, including any contracts entered into as the responsible entity of the Fund or in relation to the assets, is limited to Sydney Wyde's ability to be indemnified from the assets. Sydney Wyde is not liable for any loss or damage to the assets or the Fund or to any person caused by: ▪ the exercise of any discretion or power conferred by the Constitution or by law on Sydney Wyde or any failure to exercise the discretion or power; ▪ any breach of duty or trust, unless it is proved that Sydney Wyde acted, or failed to act, in bad faith; or ▪ any disclosure by Sydney Wyde of any document, matter or thing relating to the Fund or any Member. Sydney Wyde is not liable for anything done, suffered or omitted by it in good faith and in reliance upon the opinion or advice of counsel or solicitors, whether			

	or not instructed by Sydney Wyde, in relation to the interpretation of the Constitution or any other document (whether statutory or otherwise) or generally in connect with the Fund.
Indemnity of Responsible Entity	Sydney Wyde acting in good faith is entitled to be indemnified out of the assets or, where appropriate, the proceeds of the realisation of a Mortgage Investment in respect of all liabilities, costs and expenses incurred by Sydney Wyde in relation to the operation of the Fund or the enforcement of the Mortgage Investment. The right of Sydney Wyde to be indemnified is limited to the assets and does not extend to enable Sydney Wyde to recover from any Member of a Syndicate or other person beneficially entitled to any interest or Mortgage Investment any loss or liability incurred by Sydney Wyde.
Compliance Committee	Sydney Wyde has appointed a compliance committee in accordance with the requirements of the Corporations Act to oversee compliance by Sydney Wyde with the requirements of the Corporations Act, the Constitution and the Fund's Compliance Plan. The role of the Compliance Committee is to: ▪ monitor Sydney Wyde's compliance with the Compliance Plan and report to Sydney Wyde; ▪ report to the ASIC where the Compliance Committee forms the view that Sydney Wyde is not taking steps to remedy matters reported to it by the committee; and ▪ regularly review the adequacy of the Compliance Plan and where necessary recommended changes to the plan.
The Custodian	The Trust Company (PTAL) Limited has been engaged by Sydney Wyde as its Custodian. The Custodian is remunerated by Sydney Wyde and not the Fund, by way of custodian fees stipulated in the Custody Agreement with Sydney Wyde. The Custodian holds scheme property as directed by Sydney Wyde which is registered in its name for each Mortgage Investment on behalf of Sydney Wyde as responsible entity of the Fund. It is not the role of the Custodian to protect the rights and interests of the Fund's investors. The Custodian does not guarantee the return of any investment or the performance of the Fund. The Custodian has given and has not, before the issue of this PDS, withdrawn its written consent to be named in this PDS with the information and references included in the form and context in which they appear. The Custodian has relied upon Sydney Wyde for the truth and accuracy of the contents and is not to be taken to have authorised or caused the issue of this PDS.
The Administrator	Sydney Wyde has engaged the Administrator to provide to it certain administration services in relation to its management of the Fund and of each Mortgage Investment, under the Miscellaneous Services Agreement, described in section 8: <i>The Fund Documents</i> of this PDS.
Management of Conflicts of Interest and Related Party Transactions	As indicated, the Administrator is associated with Sydney Wyde. The Fund has one related party loan. The loan is for \$2,279,000 and is secured by a first ranking mortgage over a retirement village at Cooranbong in NSW. The loan had been in default for more than 9 months and the property had failed to sell with offers received being substantially less than the full amount of the

loan. The Manager then took possession of the security and foreclosed on the property. In an arm's length transaction the Manager transferred ownership of the property along with an assignment of the first mortgage debt owed to the Fund to a new entity in which the Manager has a minority financial interest. The term of the loan now expires on 30 June 2026, paying monthly interest at 9.95% per annum. The Manager is not charging a fee on this loan.

Also, Sydney Wyde or any of its related parties may, from its or their own resources, invest in a Mortgage Investment or make a loan to a Syndicate. Any such investment in a Mortgage Syndicate must be made, and maintained, on identical terms to the investment made by the other Members of the relevant Syndicate.

In accordance with its obligations under its AFS Licence and the Compliance Plan for the Fund, Sydney Wyde identifies and manages any perceived or potential conflict of interest that may arise in the manner identified in the management of conflicts of interest and related party transactions policies. Those policies and the related procedures require, among other things:

- the identification of any actual or potential conflicts and the reporting of these to Sydney Wyde's compliance officer and the board;
- the establishment and maintenance of a register of conflicts and related parties;
- the consideration of the register by the Compliance Committee on a quarterly basis;
- the approval by the board to the entering into of any related party transaction, even if it is on arm's length terms; and
- the requirement that the Administrator effect and maintain professional indemnity insurance.

Compliance with these policies is monitored primarily by Sydney Wyde's compliance officer. In addition, the Compliance Committee members may obtain such independent advice on related party transactions as they and the board determine is reasonably necessary.

In accordance with its obligations under its AFS Licence and the Compliance Plan for the Fund, Sydney Wyde identifies and manages any perceived or potential conflict of interest that may arise in the manner identified in the management of conflicts of interest and related party transactions policies. Those policies and the related procedures require, among other things:

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- the requirement that the Administrator effect and maintain professional indemnity insurance.

Compliance with these policies is monitored primarily by Sydney Wyde's compliance officer. In addition, the Compliance Committee members may obtain such independent advice on related party transactions as they and the board determine is reasonably necessary.

SECTION 10 – HOW TO INVEST

Applications	Applications may only be made on the application form accompanying this PDS or on the application form supplied by Sydney Wyde where the investor already holds a current PDS. You become a member of the Fund only: • on receipt of: ○ a fully completed application form; ○ verification of the applicant's identity and any beneficial owner's identity; ○ payment in full in cleared funds; • and acceptance of your application. If you are a current Member of the Fund and want to make an additional investment, you should use the additional application form that is available from Sydney Wyde. To invest in a specific Mortgage Investment you must use the form that accompanies the relevant Syndicate SPDS. You must also complete the separate Tax Status Declaration Form. If you are in any doubt as to how to what form to use, how to complete a form or what information must be provided with a form, please contact Sydney Wyde on 02 9369 3175. Please complete the form using a black ballpoint pen and CAPITAL LETTERS. Please read the application form carefully and ask questions if there is something that you do not understand.
Entity type	Please ensure: • You complete the FULL name of all applicants. Your name must match your drivers licence, passport or other document you are using as proof of identity. • Company applicants include a contact name and ACN, ABN or ARBN as applicable. • Individual applicants are to be 18 years of age or over. • We cannot accept your referring agent or financial adviser's address or a PO Box (except for postal address). • For company investors we require the full address of the registered office, plus principal place of business. Tax File Number (TFN) • Enter your TFN, exemption category or ABN if applicable. You are not obliged to provide your TFN, or claim an exemption. However, if you do not do so we are required to deduct Australian tax from distributions of income made to you at the highest marginal rate, plus Medicare Levy (if you are an Australian resident) and forward to the Australian Taxation Office. If you hold your interest in the Fund or Syndicate in the course of furtherance of an enterprise, you may quote your ABN instead of your TFN.

	• TFNs for minors will not be accepted. • If you are claiming an exemption, write the full name of the benefit you receive e.g. age pension, service pension, special benefit pension etc. If you have more than two individual applicants or beneficiaries, you will need to obtain a second copy of the PDS and complete a second original application for the additional applicants or download another copy of the application form from the website. Photocopies of the application form will not be accepted. See also <i>Examples of Correct Names and Account Designations</i> following. AML/CTF identification documents At the end of each of Part 1, 2 and 3 there is a list of the identification documents that need to be provided. For further information please see the end of this section 11 and under the heading 'Anti-money laundering and counter-terrorism financing' in section 7: <i>Your investment in the Fund</i>. This contains material as to politically exposed persons and beneficial owners.
Investor Contact Details	• (OPTIONAL) Enter account designation, eg, name of minor. • You may only elect one postal address for all notices and correspondence. • Please ensure that you complete this Part, if different from the information provided in Parts 1, 2 or 3, as this will allow Sydney Wyde to contact you if there are any issues with your application or it needs to contact you during the term of your membership of the Fund or of a Syndicate.
Investment Details	Section A: Details • The minimum application amount is \$1,000 and thereafter in multiples of \$500. • Only Australian currency will be accepted. • Application for membership of the Fund will only be issued on receipt of the full application amount in clear funds and receipt of the required documentation and original completed application form, issued together with the PDS dated 27 March 2025. Payment of application moneys by ETF or by cheque: • Sydney Wyde does NOT accept cash or third party cheques in any circumstances. • Details for electronic payment are in the application form. Please ensure that you provide your name in the reference field. • If paying by cheque, make it payable to "The Trust Company (PTAL) Limited" and cross your cheque "not negotiable". Source of funds and investment purpose: • The information as to source of investment funds and purpose of your investment must be completed. For further information see the material under the heading 'Anti-money laundering and counter-terrorism financing' in section 7: <i>Your investment in the Fund</i>. Section B: What financial advice have you received • These questions must be answered so as to determine to what extent Section C applies.

	Section C: Target Market for Membership of the Fund and of Mortgage Syndicates • <i>The answers you provide will be used to determine whether you are within the target market as set out in the TMD for the Fund.</i> • <i>The TMDs for Membership of the Fund and each of the Mortgage Investment types are available on the website at www.sydneyywyde.au.</i>
Bank Account Details	The bank account you elect on the application form will be used by us to pay out any distributions and repayments of your investment. The account must be in the name of the investor. The account must be an Australian resident bank, building society or credit union. You may change these details at any time by contacting Sydney Wyde.
Operating Authority	When giving instructions to us about your investment please indicate who has authority to operate your account.
Request for Annual Accounts	It is very costly to print and post annual accounts to investors. You are taken to have agreed to access this from the website if you do not indicate on the application form that you wish to receive a copy from Sydney Wyde by mail or by email. We request that investors leave all boxes blank, or tick the box “email notify” box. If this is done, we will send you a copy of the accounts by email. Please think of the environment before requesting a printed copy.
Privacy	Sydney Wyde may wish to contact you from time to time about future investment opportunities. You can elect to receive this information by ticking the box. Any electronic commercial messages sent to you will be sent in accordance with the requirements of the <i>Spam Act 2003</i> (Cth).
Declarations and Signatures	▪ <i>Declarations:</i> by completing the application form to invest, you are declaring that you have read and understood the PDS along with a number of other declarations, acknowledgements and consents. Please ensure you read these. ▪ <i>Signatures:</i> you should ensure that you have read the attached PDS before signing the application. Joint applications must be signed by all persons. ○ Applications which are not signed or not signed correctly may be rejected. ▪ Joint Applications – all applicants must sign. ▪ Signature under Power of Attorney – a certified copy of the Power of Attorney must accompany this application form. Where this application form is signed under a Power of Attorney, the Attorney declares that the Attorney has no notice of revocation. ▪ Company – this application form must be signed by 2 directors or a director and company secretary, or a sole director in the case of companies with a sole director who is also sole company secretary. Titles of all signatories should indicate and inapplicable titles deleted.

	If signed under company seal, the directors and/or secretary attest that the common seal was affixed in accordance with the company's constitution. If not executed under company seal, the persons authorised to sign must be authorised to do so in accordance with the company's constitution.
Financial Adviser details and Customer identification declaration	If you are investing in the Fund through your financial adviser this Part is to be completed by your adviser. Both you and adviser must sign this Part. As detailed in section 6: <i>Fees and Other Costs</i> any fees payable to your adviser by us will be paid by Sydney Wyde from its own funds and/or management fee. They are not deducted from your investment. Your adviser may charge you other fees. You should obtain the details from your adviser.
Tax Status Declaration Form	Please ensure that this separate form is completed for each applicant and EACH Controlling Person. For further information please see the material under the heading 'Foreign Tax Compliance Disclosure' in section 8: <i>Your investment in the Fund</i>. Tax File Number (TFN) or TIN or Controlling Persons: Enter the TFN, exemption category or ABN if applicable. Collection of your TFN or ABN is authorised and its use and disclosure are strictly regulated by the tax laws and <i>Privacy Act</i>.
Lodging the application	Please mail the completed application form to: Sydney Wyde Mortgage Management Limited PO Box 840, Bondi Junction NSW 1355 Please remember to attach your cheque to the application form if your funds have not been electronically transferred and provide the other documentation required.
Anti-Money Laundering and Counter-Terrorism Financing	<i>Forms of Identification required from Investors</i> The application form states the form of identification documents that Sydney Wyde will collect from you. Sydney Wyde will usually collect these documents before processing the application, but may request additional information at a later date. If you do not provide the documents and information we may not be able to process your application. Alternative forms of documents may be acceptable under certain circumstances permitted by law. Non-English documents must be accompanied by a translation prepared by an accredited translator. It is not compulsory for applicants to provide the information requested by Sydney Wyde. However, if not all the requested information is provided Sydney Wyde may not be able to process an applicant's application, administer their investment or comply with any of their instructions. If you are in any doubt as to what information must be provided with the application form, please contact Sydney Wyde. Its contact details are set out in the Corporate Directory at Annexure A of this PDS.

Certification of documents	The certification of your documents must be completed in Australia by a person in one of the positions below and who is not related to you (i.e. a parent, spouse, de facto partner or child). When having copies of documents certified, you should show both the original document and copy to the eligible certifier. There is a wide range of persons who may certify your documents. They include those persons in the following list: • Judge • Lawyer • Notary Public • Magistrate • Justice of the Peace • Police Officer • Finance company officer * • Full-time employee of a bank * • Accountant with CPA or NIA membership * • Full-time employee of a post office * • Authorised representative of a holder of an Australian financial services licence * * Must have two or more years of continuous service or membership. A full list of the persons who may certify documents is available on request from Sydney Wyde. Contact us through tim@sydneywyde.au.
Certified copies	Please ensure you send a certified copy only and not the original.
Information requirements	It is not compulsory for you to provide certain information requested by us. However, if some of the information is not provided by you, Sydney Wyde may not be able to process your application, administer your investment in the Fund or comply with any investment or instructions that you may provide.
Correspondence	All correspondence should be addressed to: Sydney Wyde Mortgage Management Limited PO Box 840, Bondi Junction NSW 1355

Examples of correct names and account designations

Individual	Correct: Luke John Smith, Susan Mary Smith Not: Luke J Smith, Susan M Smith Signature(s) required: Each applicant
Company	Correct: ZYX Pty Ltd Not: ZYX inc, ZYX Co, ZYX p/l

	Signature(s) required: two directors; OR one director and company secretary; OR a single director provided that the applicant is a single director company
Minors	Correct: Susan Mary Smith a/c designation <John Smith> Not: Josh Smith Signature(s) required: Each applicant (not minor)
Superannuation funds/trusts for individual(s)	Correct: Susan Mary Smith a/c designation <SMS Trust>, <SMS Super Fund> Not: SMS Trust, SMS Super Fund Signature(s) required: Each Trustee
Superannuation funds/trusts for companies	Correct: ZYX Pty Ltd <ZYX Trust. <ZYX Super Fund> Not: ZYX Trust, ZYX Super Fund Signature(s) required: Each Trustee (as per company holding above)

The following is a guide as to the form of the certification.

Document Type	Sample wording	Certification requirements
Single page	I, [full name], certify that this is a true and correct copy of the original.	Certified within the last 12 months • Signed and dated • Includes name, occupation and any licence number of the certifier
Multiple page document (with certification on every page)	I, [full name], certify that this is a true and correct copy of the original.	
Multiple page document (with certification on front page only)	I, [full name], certify that this page and the following 'x pages' are a true and correct copy of the original.	

SECTION 11 – DICTIONARY

Term	Definition
Administrator	means Sydney Wyde Mortgage Corporation Pty Ltd.
AFCA	means the Australian Financial Complaints Authority which is the external dispute resolution scheme approved by ASIC and of which Sydney Wyde is a member.
Application Money	means the amount specified in an application to become a Member of the Fund (minimum \$1,000.00).
Application Money Account	means before the approval of an application, the amount specified in the application becomes part of this account, held on trust by Sydney Wyde.
ASIC	means the Australian Securities and Investments Commission.
Borrower	means the person(s) who apply for, and are granted, a loan by Sydney Wyde.
Compliance Committee	means the body appointed by Sydney Wyde to ensure it complies with the requirements of the Corporations Act, the Constitution and the Fund's Compliance Plan.
Compliance Plan	means the document adopted by Sydney Wyde that sets out the key criteria and procedures that Sydney Wyde is to follow to ensure that it complies with the requirements of the Corporations Act and the Constitution.
Constitution	means the deed poll entered into by Sydney Wyde establishing the Fund dated 4 March 2004, as amended.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).
Corporations Regulations	means the <i>Corporations Regulations 2001</i> (Cth).
CRS	means the OECD Common Reporting Standards for Automatic Exchange of Financial Account information which has been implemented in Australia commencing from 1 July 2017 and imposes certain due diligence and reporting obligations on financial institutions and other financial intermediaries, including the Fund, in respect of foreign investors from participating jurisdictions.
FATCA	means the <i>Foreign Account Tax Compliance Act</i> which is a United States tax law imposing certain due diligence and reporting obligations on foreign (non-US) financial institutions and other financial intermediaries, including the Fund, to prevent tax evasion by US citizens and US tax residents through the use of non-US domiciled investments or accounts.
Fund	means Sydney Wyde Mortgage Fund ARSN 108 342 123.
Fund Account	means after approval of an application, the amount specified in the application becomes part of this account, held on trust by Sydney Wyde.
GST	means the goods and services tax within the meaning of the <i>A New Tax System (Goods and Services Tax) Act 1999</i> .
Indirect Costs	means any amount that Sydney Wyde knows, reasonably ought to know; or, where this is not the case, may reasonably estimate will directly or indirectly reduce the

	return on the product that is paid from, or the amount or value of, the income of or property attributable to the investment, or an 'interposed vehicle' in or through which the property attributable to the investment is invested These cover amounts that Sydney Wyde receives by way of fees and charges from Borrowers that it retains for its own benefit. Sydney Wyde must tell you about these and will do so, in respect of any particular Mortgage Investment in the relevant Syndicate SPDS.
LTC	means loan to cost ratio, calculated as the amount of the loan to the cost to build the project as a percentage of the cost to complete the construction and development.
LVR	means loan to valuation ratio, percentage of the total value of the security property Sydney Wyde is willing to lend to the Borrower (a maximum of 80%).
Manager's Interest	means the interest in the Fund of Sydney Wyde, entitling it to the receipt by way of income an amount equal to the reduced input tax credits refunded as a result of the GST payable by Sydney Wyde for its services provided to the Fund.
Member(s)	means the successful applicants who have an interest in the Fund by way of investment.
Miscellaneous Services Agreement	means the agreement, dated 20 February 2004, between Sydney Wyde and the Administrator, under which the Administrator is to provide certain administration services to Sydney Wyde.
Mortgage Interest Account	means the account maintained by Sydney Wyde into which all payments of interest and repayments of principal are held by Sydney Wyde on trust for the Members of the relevant Syndicate pending distribution.
Mortgage Investment	means any loan or debt secured by a legal mortgage over real property, by a Syndicate.
PDS	means either i) a Product Disclosure Statement as required under the relevant provisions of the Corporations Act; or ii) this Product Disclosure Statement.
Responsible Entity	means Sydney Wyde Mortgage Management Limited.
SPDS	means a Supplementary Product Disclosure Statement.
Syndicate	means a conglomerate of Members of the Fund who elect to invest in a particular Mortgage Investment through the relevant Syndicate SPDS.
Syndicate SPDS	means a SPDS which outlines details of a Mortgage Investment and is to be used by Member(s) of the Fund to invest into a Syndicate.
TMD	means a Target Market Determination which describes the key features and attributes of a product that affect whether it is likely to be consistent with the objectives, financial situation and needs of consumers in the target market.

ANNEXURE A – CORPORATE DIRECTORY

Responsible Entity	Sydney Wyde Mortgage Management Limited ABN 19 090 567 150 Suite 506, Level 5 35 Spring Street BONDI JUNCTION NSW 2022 Telephone: (02) 9369 3175 Facsimile: (02) 9369 2037 Email: tim@sydneywyde.au
Registered Office	Suite 506, Level 5 35 Spring Street BONDI JUNCTION NSW 2022
Directors	Timothy Richard Stoyles Michael John Bray Derek Ranier Martin Thomas Mason Bignill
Auditor of Responsible Entity, the Fund and the Compliance Plan	BDO Audit Pty Limited ACN 134 022 870 Level 11, 1 Margaret Street SYDNEY NSW 2000 Telephone: (02) 9251 4100 Facsimile: (02) 9240 9821
Lawyers for the Fund	Piper Alderman Level 23, Governor Macquarie Tower 1 Farrer Place, Sydney NSW 2000 Telephone: +61 2 9253 9999 Facsimile: +61 2 9253 9900
Custodian for the Fund	The Trust Company (PTAL) Limited ACN 008 412 913 Level 13, 123 Pitt St SYDNEY NSW 2000 Telephone: (02) 8295 8221 Facsimile: (02) 8295 8655
Complaints Resolution Scheme	Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001 Free call: 1800 931 678 Email: info@afca.org.au Website: www.afca.org.au

Sydney Wyde Mortgage Fund Application Form

ARSN 108 342 123

It is important that you read and acknowledge the terms of the Product Disclosure Statement (PDS) dated 27 March 2025.

To invest in a particular Mortgage Investment Syndicate, please use the form that accompanies the relevant Syndicate Statement.

Investments are able to be made by completing this form.

Please note that by completing this application, a certified copy of identification will need to be provided for all individuals identified in Section A and B.

SECTION A – Individual Investor Details

- Please note details of company directors, individuals trustees or partners (as is relevant) are required below if completing on behalf of corporation/organisation/partnership as per Section B.
- If there are more than two (2) applicants including trustees, company directors or partners (as is relevant), please provide their details on a separate page in the form prescribed below.
- Do not complete 'Tax Residence' when the applicant is a company director, trustee or partner if completing this form on behalf of a body corporate applicant.

Applicant 1

Investor Type:

- | | | | |
|-------------------------------------|---|----------------------------------|--|
| ☐ Individual | ☐ Agent | ☐ Trustee | ☐ Parent/Guardian |
| ☐ Joint | ☐ Company Director | ☐ Partner | |

Title: Surname:

Given Name (s):

Other names known by: DOB / /

Countr(y/ies) of citizenship:

TFN or Exemption Reason:

Tax Residence: ☐ Resident of Australia ☐ Resident of another country outside Australia

Address and contact detailsResidential street address: City: State: Postcode: Country (if not Australia): Postal address (if different): Telephone: Email: **Applicant 2****Investor Type:**

☐ Individual	☐ Agent	☐ Trustee	☐ Parent/Guardian
☐ Joint	☐ Company Director	☐ Partner	

Title: Surname: Given Name (s): Other names known by: DOB / / Country(ies) of citizenship: TFN or Exemption Reason: **Tax Residence:** ☐ Resident of Australia ☐ Resident of another country outside Australia**Address and contact details**Residential street address: City: State: Postcode: Country (if not Australia): Postal address (if different): Telephone: Email: **SECTION B – Company / Trust / Self-Managed Super Funds (SMSF) / Associations / Partnerships**

- Section A is to be completed for individual trustees/company directors/partners.
- For the questions related specifically to trusts, please mark the answer as 'N/A' if not applicable.
- If you answer 'None of the above' in the question marked 'Tax Resident Country' you must complete a separate Tax Status Declaration Form available at www.sydneywyde.au.

If investing in the name of a company, trust, partnership or other entity, please complete the following:

Entity:

☐ Company	☐ SMSF	☐ Sole Trader ABN	☐ Custodian
☐ Trust	☐ Partnership	☐ Association	
☐ Other (please specify):			

Full name of entity:

Trustee name (if applicable):

Trust type:

Trust Settlor:

ACN/ARBN: ABN:

Tax residence country:

☐	Australian superannuation fund
☐	Australian Financial Institution (FATCA and CRS)
☐	Listed public company regularly traded on an established market
☐	Tax resident in Australia only, non financial institution (investment earnings <50% of revenues in previous reporting period and income generating assets <50% of total assets)
☐	None of the above

Country of incorporation or registration:

Registration identification number:

Type of government body, level of government and jurisdiction:

Control

- Any individuals who hold more than 25% ownership of the entity, please insert the name in this section below. Section A is required to be completed for all individuals below.
- Certified copies of Trust Deeds (and any Deeds of Variation in relation to those Deeds) must be annexed to this application.
- Certified copies of authorities for agents to act on behalf of the entity must also be supplied.

Name of individual:

Name of individual:

Name of individual:

Name of individual:

Registered address and principal place of business

- Only complete the principal place of business cell if different from registered office.

Registered office street address:

City:

State:

Postcode:

Country (if not Australia):

Principal place of business street address:

City:

State:

Postcode:

Country (if not Australia):

Associations

- Full names and addresses of chairperson, secretary and treasurer

Name of chair:

Registered office street address:

City:

State:

Postcode:

Country (if not Australia):

Name of secretary:

Registered office street address:

City:

State:

Postcode:

Country (if not Australia):

Name of treasure:

Registered office street address:

City:

State:

Postcode:

Country (if not Australia):

SECTION C – Operating Authority

- Authorisation for account changes

☐

One signatory

☐

All signatories

☐

Other (please provide details)

SECTION D – Investment

- The minimum initial investment is \$1,000.00 (and thereafter in multiples of \$500.00)
- If paying by EFT or direct deposit, please transfer your payment electronically to the following account:

Westpac Banking Corporation
The Trust Company (PTAL) Limited
BSB 032 000
Account 301 774

Investment Amount

I/We apply to invest \$ in the Sydney Wyde Mortgage Fund.

Investment Method

☐ EFT ☐ Cheque

Source of Investment Funds

☐ Gainful employment ☐ Inheritance/gift ☐ Superannuation ☐ Business Activities
☐ Financial investments ☐ Other

Purpose of Investment

☐ Savings ☐ Growth ☐ Income ☐ Retirement
☐ Business account ☐ Other

What financial advice have you received?

- ☐ I have received personal financial product advice in relation to my/our investment in the Fund. Have your adviser complete Section F. Note also that you do not need to complete Section G in this circumstance.
- ☐ I have received general advice in relation to my/our investment in the Fund. Please complete Section G. Failure to do so may result in your application being rejected.
- ☐ I have not received any advice in relation to my/our investment in the Fund. Please complete Section G. Failure to do so may result in your application being rejected

SECTION E – Nominated bank account

- Must be in the name of the investor

Account Name
BSB Account Number
Bank Branch

SECTION F – Financial adviser details and declarations

- If a new adviser, please annex a copy of your employment / representative authority to this application form
- Street address cannot be a postal address

Adviser to complete

Identity verification declaration

In accordance with the Financial Services Council/Financial Planning Association Industry Guidance Note 24, I confirm that customer identification has taken place under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) (Act) and that I will provide Sydney Wyde with access to the records as required, or that the industry agreed 'Customer Identification Form' confirming compliance is attached. I also agree to forward these documents to Sydney Wyde if I ever become unable to retain the documents. I understand and agree that Sydney Wyde is authorised to conduct random audits of these records in accordance with its obligations under the Act.

Advice confirmation

I confirm that in relation to the investor's investment in the Fund, I:

have ☐ / have not ☐ provided the investor with personal financial product advice;

have ☐ / have not ☐ provided the investor with general financial product advice;

have ☐ / have not ☐ reviewed and considered the Target Market Determination in providing the financial product advice indicated above to the investor.

Financial Adviser Name

Business name

Adviser number

AFSL #

ABN

Name of regulator

Dealer group name

Street address

Suburb/Town

State

Postcode

Country (if not Australia)

Postal address

Suburb/Town

State

Postcode

Country (if not Australia)

Telephone

Mobile

Email

Signature of Financial Advisor

Date

Investor to complete

☐ I wish / ☐ do not wish for my financial adviser to have access to information and/or to receive copies of all transaction confirmations.

☐ I wish / ☐ do not wish to receive information from Sydney Wyde regarding future investment opportunities.

You may change your election at any time by contacting Sydney Wyde.

The accounts for the Fund will be posted on the website at www.sydneywyde.au

You may also make the following elections as to how to receive the accounts from us:

☐ Please send the copy of the accounts by email

☐ Please post a copy of the accounts to the mailing address

☐ I/we do not want to receive a copy of the accounts by post or by email.

SECTION G – Target market for fund membership

- Acceptance of an application is not confirmation by Sydney Wyde that an investment in the Fund is, or is likely, to be consistent with your intentions, objectives and needs.
- When completing the sections below, you should refer to the TMD (including the terms defined in that TMD and used below).

My/our primary investment objective in investing in the Fund is (select more than one):

☐ Regular income distribution ☐ Preservation of capital ☐ Capital growth ☐ Capital guarantee
☐ Other (please specify)

My intended use of the Fund in my investment portfolio is (select one):

☐ Large/standalone (>80% of investment portfolio) ☐ Core component (25%-80% of investment portfolio)
☐ Satellite/small (<25% of investment portfolio)

My intended time in which I plan to hold an investment in the Fund is: (select one):

☐ Short term (<2 years) ☐ Medium term (between 2-5 years) ☐ Long term (>5 years)

My risk tolerance (appetite to lose invested capital) is (select one):

☐ Low ☐ Medium ☐ High ☐ Very High

I will need to gain access to my invested capital (select one):

☐ Daily ☐ Weekly ☐ Monthly ☐ Quarterly ☐ Annually or longer

SECTION H – Identification documents required

- To comply with Australia's Anti-Money Laundering and Counter-Terrorism Financing legislation, Sydney Wyde must collect certain information from prospective individual investors (and beneficial owners) supported by ORIGINAL CERTIFIED COPIES of relevant identification documents for all investors (and beneficial owners).

- Investments are unable to be made until the verification of identity process has been completed.

☐ **Certified copy of identification:** Certified copy of identification for each Applicant (Section A) or individual (Section B) MUST be attached to the application if this method is selected.

- Please note that by signing this application form, you will be consenting to Sydney Wyde collecting information about you for the purposes of verifying you. This may include sending your information to credit reporting agencies for the purpose of verification.
- For trusts, we also require to be annexed either: i) the full trust deed; or ii) an extract of the trust deed containing the cover page, full names of trustees, recitals, names of members and signature page; or iii) an original letter from a solicitor or qualified accountant confirming the name of the trust and its settlor.

Applicants

Individual 1

☐ Australian Drivers Licence # Card #

State Expiry

☐ Australian Passport # OR ☐ Certified copy of documents

Individual 2

☐ Australian Drivers Licence # Card #

State Expiry

☐ Australian Passport # OR ☐ Certified copy of documents

Individual 3

☐ Australian Drivers Licence # Card #

State Expiry

☐ Australian Passport # OR ☐ Certified copy of documents

Individual 4

☐ Australian Drivers Licence # Card #

State Expiry

☐ Australian Passport # OR ☐ Certified copy of documents

SECTION I – Declaration and Signature

1. I/we have read and understood the PDS to which this application form applies, including any supplemental information, and the current TMD for the Fund (and the relevant Mortgage Investment type);
2. I/we have received this PDS personally, or a printout of it, accompanied by or attached to the application form before signing the form;
3. If I/we have received the PDS from the internet or other electronic means, that it was received either personally or a printout accompanied the application form before making an application for membership of the Fund;
4. I/we are a resident of Australia, or of another country to whom it is lawful to make the offer and acknowledge that this PDS does not constitute an offer in any jurisdiction in which, or to any person to whom, it would be unlawful to make the offer;
5. I/we have received and accepted the offer to invest in Australia;
6. I/we declare that the information provided in my/our application form or any other information provided in support of the application is true, correct and complete in all respects;
7. I/we agree to be bound by the provisions of the Constitution governing the Fund and the terms and conditions of the PDS, each as amended from time to time;
8. I/we acknowledge that none of Sydney Wyde, its related entities, directors or officers has guaranteed or made any representation as to the performance or success of the Fund, or the repayment of capital from the Fund. Investments in the Fund are subject to investment risk, including delays in repayment and loss of income or principal invested. Investments in the Fund are not deposits with or other liabilities of Sydney Wyde or any of its related bodies corporate or associates;
9. I/we acknowledge Sydney Wyde reserves the right to reject any application or scale back an application in its absolute discretion;
10. If applicable, after assessing any of my/our circumstances, I/we have obtained my/our own independent financial advice prior to investing in the Fund;
11. If this application form is signed under Power of Attorney, each Attorney declares he/she has not received notice of revocation of that power (a certified copy of the Power of Attorney should be submitted with this application form);
12. I am/we are over 18 years of age and I/we are eligible to invest in the Fund and in a Syndicate;
13. I/we have all requisite power and authority to execute and perform the obligations under the PDS and this application form;
14. I/we acknowledge that application monies will be held in a trust account until invested in the Fund or returned to me/us. Interest will not be paid to applicants in respect of their application monies if their application is not accepted and their monies are returned;
15. I/we agree that the method of the payment to me/us of any return on my/our investment in the Fund will be in accordance with my/our instructions given in the application form accompanying the PDS and that unless I/we otherwise direct, no separate written confirmation of the transactions comprised of those payments need be made;
16. I/we have read the information on privacy and personal information contained in the PDS and consent to my/our personal information being used and disclosed as set out in the PDS and acknowledge and agree to the terms of Sydney Wyde's privacy policy as amended from time to time;

17. I/we acknowledge that Sydney Wyde may deliver and make reports, statements and other communications available in electronic form, such as e-mail or by posting on a website;
18. I/we acknowledge that that neither Sydney Wyde nor any of its directors or associates guarantees the repayment of moneys invested or any particular rate of return;
19. I/we acknowledge that an investment in the Fund is subject to investment and other risks including possible delays in receipt of distributions and possible loss of capital invested;
20. I/we indemnify Sydney Wyde and each of its related bodies corporate, directors and other officers, shareholders, servants, employees, agents and permitted delegates (together, the Indemnified Parties) and to hold each of them harmless from and against any loss, damage, liability, cost or expense, including reasonable legal fees (collectively, a Loss) due to or arising out of a breach of representation, warranty, covenant or agreement by me/us contained in any document provided by me/us to Sydney Wyde, its agents or other parties in connection with my/our investment in the Fund. The indemnification obligations provided herein survive the execution and delivery of this application form, any investigation at any time made by Sydney Wyde and the issue and/or sale of the investment;
21. To the extent permitted by law, I/we release each of the Indemnified Parties from all claims, actions, suits or demands whatsoever and howsoever arising that I/we may have against any Indemnified Party in connection with the PDS or my/our investment;
22. Other than as disclosed in this application form, no person or entity controlling, owning or otherwise holding an interest in me/us is a United States citizen or resident of the United States for taxation purposes (US Person);
23. I/we will promptly notify Sydney Wyde of any change to the information I/we have previously provided to Sydney Wyde, including any changes which result in a person or entity controlling, owning or otherwise holding an interest in me/us who is a US Person;
24. I/we consent to Sydney Wyde disclosing any information it has in compliance with its obligations under the U.S. Foreign Account Tax Compliance Act (FATCA) and the OECD *Common Reporting Standards for Automatic Exchange of Financial Account Information* (CRS) and any related Australian law and guidance implementing the same. This may include disclosing information to the Australian Taxation Office, which may in turn report that information to the relevant tax authorities as required;
25. I/we acknowledge that the collection of my/our personal information may be required by the *Financial Transaction Reports Act 1988*, the *Corporations Act 2001*, the *Income Tax Assessment Act 1936*, the *Income Tax Assessment Act 1997*, the *Taxation Administration Act 1953*, the FATCA and CRS (which for these purposes includes any related Australian law and guidance) and the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*. Otherwise, the collection of information is not required by law, but I/we acknowledge that if I/we do not provide personal information, Sydney Wyde may not allow me/us to invest in the Fund;
26. I am/we are not aware and have no reason to suspect that the monies used to fund my/our investment in the Fund have been or will be derived from or related to any money laundering, terrorism financing or similar or other activities illegal under applicable laws or regulations or otherwise prohibited under any international convention or agreement (AML/CTF Law);
27. I/we will provide Sydney Wyde with all additional information and assistance that Sydney Wyde may request in order for Sydney Wyde to comply with any AML/CTF Law, FATCA and CRS;
28. I/we acknowledge that Sydney Wyde may decide to delay or refuse any request or transaction, including by suspending the issue or redemption of investment in the Fund, if Sydney Wyde is concerned that the request or transaction may breach any obligation of, or cause Sydney Wyde to commit or participate in an offence, including under any AML/CTF Law, FATCA and CRS;

29. I/we acknowledge Sydney Wyde reserves the right to accept any application regardless of whether or not Sections D and G of the application form are fully completed;
30. I/we confirm that my/our answers to the design and distribution obligations filtering questions in Section G of this application form are correct; and
31. I/we wish to proceed with this investment notwithstanding how/we may have answered some or all of the filtering questions or am/are investing more of my/our available assets than are indicated with the TMDs that are issued by Sydney Wyde.

Signing

Applicant 1 Signature

Applicant 1 Print Name

Date

Capacity (mandatory for companies):

☐

Sole Director

☐

Director

☐

Company Secretary

Applicant 2 Signature

Applicant 2 Print Name

Date

Capacity (mandatory for companies):

☐

Sole Director

☐

Director

☐

Company Secretary