

Unikorn Property Fund

ARSN 643 742 367

Product Disclosure Statement

7 June 2024

Responsible Entity

Vasco Responsible Entity Services Limited
ACN 160 969 120 | AFSL No. 434533

Investment Manager

Unikorn Capital Pty Limited
ACN 645 627 621

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IMPORTANT INFORMATION

This Product Disclosure Statement (**PDS**) is dated 7 June 2024.

This PDS details the features, benefits, risks and general information about the Unikorn Property Fund ARSN 643 742 367 (**Fund**).

The Responsible Entity for the Fund and issuer of this PDS is Vasco Responsible Entity Services Limited ACN 160 969 120 AFSL 434533 (**Responsible Entity**).

The Responsible Entity has appointed Unikorn Capital Pty Limited ACN 645 627 621 (**Investment Manager**) as the investment manager of the Fund.

The Investment Manager is a corporate authorised representative (No. 001284614) of DHF Investment Managers Pty Ltd ACN 607 120 570 AFSL 509932 (**DHFIM**). The Investment Manager has been authorised by DHFIM only to provide the financial services required in its role as investment manager of the Fund and not in relation to any other fund or financial services.

The Responsible Entity has appointed Perpetual Corporate Trust Limited ACN 000 341 533 AFSL 392673 (**Perpetual Corporate Trust or Custodian**) as the Fund's custodian.

DHF Investment Services Pty Ltd ACN 644 231 158 (**Trustee**) is the Trustee of the Sub-Funds (Section 8.5).

The Responsible Entity has also appointed Vasco Fund Services Pty Limited ACN 610 512 331 (**Administration Manager**) as the administration manager of the Fund. Whilst the Trustee has appointed Vasco Fund Services Pty Limited ACN 610 512 331 (**Administration Manager**) as the administration manager of the Sub-Funds.

By investing under this PDS, the recipient agrees to be bound by the terms and conditions set out in this PDS.

Questions

Any questions regarding this PDS should be directed to either

- the Investment Manager on +61 2 8806 3714 or at info@unikorn.com.au or at 20 Wolfe Road, East Ryde NSW 2113; or

the Responsible Entity on +61 3 8352 7120 or at info@vascofm.com or at Level 4, 99 William Street, Melbourne VIC 3000, Australia.

Images

Any images in this PDS do not depict assets of the Fund unless otherwise indicated.

Updated information

Information in this PDS may change. Updated information that is not considered materially adverse to Investors is subject to change from time to time and will be made available on the Responsible Entity's website. In accordance with the Responsible Entity's obligations under the Corporations Act, the Responsible Entity may issue a replacement or supplementary PDS published on the Responsible Entity's website at www.vascofm.com. You can also find this information on the Investment Manager's website at www.unikorncapital.com.au. You should read any replacement or supplementary disclosures made in conjunction with this PDS prior to making any investment decision.

ASIC

ASIC takes no responsibility for the contents of this PDS.

Restrictions on distribution

The Offer is only available to persons receiving this PDS within Australia and does not constitute an offer of interests in any jurisdiction where, or to any persons to whom, it would be unlawful to make the Offer.

It is the responsibility of any overseas Applicant to ensure compliance with all laws of any country relevant to the Offer. The return of a duly completed Application Form will be taken to constitute a representation and warranty that there has been no breach of such laws and that all approvals and consents have been obtained.

Target Market Determination

A Target Market Determination (**TMD**) for each Unit Class offered by the Fund has been made available by the Responsible Entity, at the Responsible Entity's website www.vascofm.com.

A TMD sets out a class of consumers for whom the product, including its key attributes, would likely be consistent with their likely objectives, financial situation, and needs. The TMDs additionally outline the distribution conditions and information related to review and monitoring as well as certain other information.

A consumer should consider and read the relevant TMD carefully prior to making any investment decision in relation to the Fund.

Not regulated by APRA

The Responsible Entity is not authorised under the Banking Act and is not supervised by the Australian Prudential Regulation Authority (APRA), and investments in the Fund are not covered by the deposit or protection provisions available to depositors that make a deposit with an Australian authorised deposit-taking institution (ADI).

Investor to undertake own due diligence

Information contained in this PDS has been provided to prospective Investors to assist them to make an assessment of whether or not to invest in the Fund.

Prospective investors should read this PDS in its entirety and seek independent professional advice as to the financial, taxation and other implications of investing in the Fund and the information contained in this PDS before making a decision to invest.

IMPORTANT WARNING STATEMENTS

No performance guarantees

None of the Investment Manager, the Responsible Entity, Trustee, Administration Manager, nor their associates or directors or any other person guarantees the performance or success of the Fund, the repayment of capital invested in the Fund or any particular rate of return on investments in the Fund.

There can be no assurance that the Fund will achieve results that are comparable to the track record of the Responsible Entity or Investment Manager and their advisers or that the Fund's investment objectives will be achieved.

An investment in the Fund does not represent a deposit with, or a liability of, the Investment Manager, the Responsible Entity, the Administration Manager, or any of their associates.

An investment in the Fund is subject to investment risks which are described in Section 9 of this PDS, including possible delays in repayment and loss of some or all of your income or capital invested. The risks associated with an investment in the Fund are different to a cash deposit or investment in an ADI.

Prospective Investors should read the whole of this PDS before making a decision about whether to invest in the Fund. The information contained in this PDS is general information only and not personal financial product advice and therefore does not take into account the individual objectives, financial situation, needs or circumstances of investors.

Past performance should not be perceived as an indication of future performance as returns are variable and may be lower than expected.

Prospective Investors should not construe the contents of this PDS as tax or investment advice.

Should it be required to protect all investments in the Fund, the Responsible Entity may use its discretion to delay or suspend withdrawals from the Fund.

Investors should refer to Section 6 under the heading "How to withdraw" for details of the withdrawal rights.

No representation other than this PDS

Except where expressly disclosed, the information contained in the PDS has not been independently verified or audited.

No person is authorised to give any information or to make any representation in connection with the Offer described in this PDS, which is not in this PDS. This PDS supersedes any prior PDS or

marketing materials given prior to the issue of the PDS to the extent of any inconsistency. Any information or representation in relation to the Offer described in this PDS not contained in this PDS may not be relied upon as having been authorised by the Responsible Entity, the Investment Manager or their advisers.

Responsible Entity limitation of liability

Except in certain circumstances (including fraud, gross negligence or default by the Responsible Entity), the Responsible Entity enters into transactions for the Fund in its capacity as responsible entity of the Fund only, not in its own capacity, and its liability in relation to those transactions is limited to the assets of the Fund.

Forward looking statements

Certain information contained in this PDS constitutes "forward-looking statements" that can be identified by the use of forward-looking terminology such as "may," "will," "should," "expect," "anticipate," "estimate," "target", "intend," "continue," or "believe" or the negatives thereof or other variations thereon or comparable terminology.

Furthermore, any projections or other estimates in this PDS, including estimates of returns or performance, are "forward-looking statements" and are based upon certain assumptions that may change.

Due to various risks and uncertainties, including those set forth under "Risks" in Section 9, actual events or results or the actual performance of the Fund may differ materially from those reflected or contemplated in such forward-looking statements.

The forward-looking statements included in this PDS involve subjective judgment and analysis and are subject to uncertainties, risks and contingencies, many of which are outside the control of, and are unknown to, the Responsible Entity and Investment Manager. Actual future events may vary materially from the forward-looking statements and the assumptions on which those statements are based. Given these uncertainties, prospective Investors are cautioned to not place undue reliance on such forward-looking statements.

Any estimate, forecast, projection, feasibility, cash flow or words of a similar nature or meaning in this PDS are forward-looking statements and subject to this disclaimer.

Summary of key documents only

This PDS contains a summary of the terms of the Fund and certain other documents. However, prospective investors should refer to the complete legal documentation for the Fund (available upon request from the Responsible Entity). Investments in the Fund are governed by the Constitution and associated documents and nothing in this PDS limits or qualifies the powers and discretions conferred upon the Responsible Entity and the Investment Manager under those documents. This PDS should be read in conjunction with the Constitution and associated documents for the Fund. In the event of any inconsistency between the Constitution and associated documents and this PDS, then the Constitution and associated documents will prevail to the extent of the inconsistency.

Independent financial advice

You should obtain independent professional advice specific to your circumstances and requirements from a licensed investment advisor.

Letter from the Investment Manager

Dear Investor

As directors of Unikorn Capital Pty Limited (**Unikorn Capital**), we are delighted to present you with this opportunity to participate in the Unikorn Property Fund (**Fund**).

The Fund will have a number of diverse investment opportunities which should increase as new opportunities emerge. The current opportunities include:

- The Unikorn St Martins Village Blacktown Development Unit Class
- The Unikorn Cashflow Growth Unit Class

The Fund is looking to offer the below opportunity in the future:

- Unikorn Mortgage Unit Class (Details will be provided in a separate Supplementary Product Disclosure Statement)

Unikorn St Martins Village Blacktown Development Unit Class

This Unit Class of the Fund will purchase a shopping centre in Blacktown and look to maximise the potential of the site by demolishing and rebuilding the property, thereby looking to enhance both rental yields and capital growth.

The Unit Class is seeking to purchase this property and manage the tenant lease terminations, whilst concurrently seeking development approval from Blacktown Council to enable the site to be redeveloped.

The establishment of this Unit Class will give Investors an opportunity to directly benefit from Unikorn Capital's experience and participate in a fund managed by the team at Unikorn Capital, the Investment Manager of the Fund.

Unikorn Cashflow Growth Unit Class

The Unikorn Cashflow Growth Unit Class is seeking to initially invest in high-yield commercial properties in both regional and metropolitan centres throughout Australia. While the objective will be predominantly to generate rental returns from quality tenants, our experience in commercial property investment will also bring to bear value add opportunities through refurbishments and strategic capital investment.

Unikorn Mortgage Unit Class

The Unikorn Mortgage Unit Class will lend money invested to approved borrowers, predominantly secured by first mortgage security.

In order to enhance returns, there will be a small percentage of the funds lent to developers and a smaller percentage lent to borrowers based on second mortgage type security, also known as mezzanine borrowers. The Unikorn Mortgage Unit Class may consider a small percentage of unsecured loans.

The Fund's Responsible Entity is Vasco Responsible Entity Services Limited (**Vasco**). Vasco is part of an investment services group that provides responsible entity, trustee and fund administration services to Australian and international investment managers. The Vasco team have significant experience in the Asia Pacific region in the management of equity funds, fixed income funds, REITs, private equity real estate funds, real estate securities funds, and mortgage and real estate debt funds. Some of the funds Vasco's executives have developed include the \$3 billion Australian Unity Healthcare Property Trust and the \$1.5 billion AIMS Industrial REIT listed on the Singapore Stock Exchange (**SGX**).

We strongly recommend you read this Product Disclosure Statement (especially Section 9 entitled "Risks") and TMDs (Section 12.2) before making a decision to invest in the Fund and consult a suitably qualified professional adviser to ensure that an investment in the Fund suits your individual requirements.

On behalf of the Investment Manager, we look forward to your participation with us in this investment opportunity.

Regards

Helen Tarrant & Stephen Johnson
Directors
Unikorn Capital Pty Limited

1. Key Features of the Fund

The table below is a summary of the key features of an investment in the Fund and is not intended to be exhaustive. You must read the whole of this PDS to obtain more detailed information before making a decision to invest in the Fund.

Key feature	Summary	Details
Roles and Responsibilities		
Investment Manager	Unikorn Capital Pty Limited	8.1
Responsible Entity	Vasco Responsible Entity Services Limited	8.2
Custodian	Perpetual Corporate Trust Limited	8.3
Administration Manager	Vasco Fund Services Pty Limited	8.4
Trustee of the Sub-Funds	DHF Investment Services Pty Ltd	8.5
Auditor	Grant Thornton Audit Pty Ltd	8.6
Investment Strategy and Offer Terms		
Investment Strategy (Overview)	<p>The Investment Strategy is to identify and secure property development opportunities including but not limited to; Retail property and Commercial developments.</p> <p>The Investment Manager will manage the development of these projects and aim to provide a capital return to investors on the completion of each project.</p> <p>Each project will be segregated from each other, offering Investors exposure to a singular project of their choosing through different Unit Classes. The first Unit Class (Unikorn St Martins Village Blacktown Development Unit Class) is a property development Unit Class with a singular development project located in Blacktown, NSW. The second Unit Class (Unikorn Cashflow Growth Unit Class) is a passive property owning, rental generating Unit Class, and the third Unit Class is a Mortgage Unit Class. The Unikorn Mortgage Unit Class will have a Supplementary Product Disclosure Statement (SPDS) containing details of the specific assets and will outline the various features and investment criteria of those investments and the rights, obligations, term and investment strategy of that Unit Class.</p> <p>Included in this PDS are the risks, returns and details of both the Unikorn St Martins Village Blacktown Development Unit Class and the Unikorn Cashflow Growth Unit Class.</p> <p>Unit Class 1 – Unikorn St Martins Village Blacktown Development Unit Class</p> <p>This Unit Class aims to generate the Target Return by investing in an undervalued shopping centre in Blacktown. The Investment Manager will seek to finance the purchase of property through monies raised from Investors as well as monies from a bank or other suitable third-party financiers, seeking to leverage the portfolio up to 55%. The Investment Manager is seeking a minimum target raise of \$7.5m.</p> <p>The Investment Manager will seek to manage the property (via a suitable property manager) whilst obtaining a development approval for redevelopment of the centre.</p> <p>The project will be divided into 2 parts: acquisition and redevelopment. The Sub-Fund may borrow up to 55% during the acquisition phase by raising additional capital. During the redevelopment / construction phase the Investment Manager will seek to borrow funds for the construction costs. The Investment Manager will limit borrowing to 65% of gross realisation value during this redevelopment phase.</p> <p>Unit Class 2 – Unikorn Cashflow Growth Unit Class</p> <p>This Unit Class aims to generate the Target Return by investing in a portfolio of commercial real-estate in regional and metropolitan centres in Australia selected and managed by the Investment Manager.</p>	3 & 4

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	<p>The Investment Manager will seek to finance the purchase of property through monies raised from Investors as well as monies from a bank or other suitable third-party financiers, seeking to leverage the portfolio up to 55%.</p> <p>The Investment Manager will seek to generate predominantly rental income through leases to quality tenants. Potential for capital growth could come from strategic investment in growth markets and strategic capital expenditure (such as refurbishments) from time to time.</p> <p>In some instances, the Unit Class may fund the purchase of properties which include existing businesses, or scope to create businesses, which the Investment Manager may either lease (or licence) to an operator or sell separately. The operator may be a related party of the Investment Manager subject to meeting the Trustee's arms-length considerations.</p> <p>The Investment Manager will look to hold each property in the Fund's portfolio over the medium-to-long term.</p>	
ASIC Benchmark and Disclosure Principles	<p>The Australian Securities & Investments Commission (ASIC) requires responsible entities of unlisted property schemes in which retail investors invest to provide a statement addressing ASIC's six benchmarks and eight disclosure principles as set out in 'Regulatory Guide 46: Unlisted Property Schemes – improving disclosure for retail investors' (RG 46).</p> <p>Furthermore, ASIC requires responsible entities of unlisted mortgage schemes in which retail investors invest to provide a statement addressing ASIC's eight benchmarks and eight disclosure principles as set out in 'Regulatory Guide 45: Mortgage schemes – improving disclosure for retail investors' (RG 45).</p> <p>These benchmarks and disclosure principles aim to help retail investors compare risks, assess the rewards being offered and decide whether the investments are suitable to them.</p> <p>Applicability of RG 45, and the Fund's compliance with the associated benchmarks and principles will be detailed in the SPDS for the Unikorn Mortgage Unit Class.</p> <p>For information purposes only, please see section 5 for an outline of the Fund's compliance with these benchmarks and principles.</p>	5
Fund Structure	<p>The Fund is an open-ended unlisted registered managed investment scheme structured as a unit trust established by the Responsible Entity pursuant to the Constitution and is governed by Australian law.</p> <p>The Fund provides Investors an opportunity to acquire Units in the Fund which entitles them to returns generated by the Fund.</p>	5
Target Return	<p>Unit Class 1 – Unikorn St Martins Village Blacktown Development Unit Class</p> <p>The Investment Manager is targeting a return to Investors of 8% to 10% per annum over a period of 3 years, calculated from 3 months after the date of this document. This Target Return is pre-tax, after fees and expenses but before withholding tax payable if any.</p> <p>Unit Class 2 – Unikorn Cashflow Growth Unit Class</p> <p>The Investment Manager is looking to acquire properties with the aim of generating a medium to long term return of 6.5% to 7.5% p.a.</p> <p>This is a target return only and is not a forecast or a guaranteed return.</p>	-
Minimum Term	<p>There is a Minimum Term of 3 years from the date of issue of an Investor's Units before Investors can participate in any withdrawal offers made by the Responsible Entity.</p> <p>The Responsible Entity retains the discretion to allow Investors to participate in withdrawal offers prior to the end of their Minimum Term.</p>	6.2
Minimum Investment	<p>Unit Class 1 – Unikorn St Martins Village Blacktown Development Unit Class</p> <p>\$25,000 Minimum Investment.</p> <p>Any subsequent investment will trigger a new Minimum Term for that investment amount before Investors can withdraw that part of their investment.</p>	-

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	<p>Unit Class 2 – Unikorn Cashflow Growth Unit Class</p> <p>\$25,000 Minimum Investment.</p> <p>Any subsequent investment will trigger a new Minimum Term for that investment amount before Investors can withdraw that part of their investment.</p> <p>The Responsible Entity reserves the right to accept Applications for lesser amounts in its absolute discretion.</p>	
Target Market Determination	<p>A consumer should consider and read the relevant TMD carefully prior to making any investment decision in relation to the Fund. A TMD has been prepared for each Unit Class in the Fund and has been made available at the Responsible Entity’s website, www.vascofm.com.</p> <p>Unit Class 1 – Unikorn St Martins Village Blacktown Development Unit Class</p> <p>The Fund is likely suitable for those investors seeking capital growth and a satellite/small allocation product within a portfolio, where the investor has a long-term investment timeframe, a very high to extremely high risk/return profile and does not require regular withdrawals.</p> <p>Unit Class 2 – Unikorn Cashflow Growth Unit Class</p> <p>The Fund is likely suitable for those investors seeking capital growth and a satellite/small allocation product within a portfolio, where the investor has a long-term investment timeframe, a very high to extremely high risk/return profile and does not require regular withdrawals.</p>	12.2
Applications	<p>Applications can be made by completing the Application Form attached to this PDS.</p> <p>Applications received during each calendar month that are accepted will be processed within 10 Business Days of the end of that month.</p>	6.1 and 7.2
Distribution of Income	<p>Unit Class 1 – Unikorn St Martins Village Blacktown Development Unit Class</p> <p>The Responsible Entity intends to calculate distributions of income at the completion of the project.</p> <p>Distributions will be calculated based on the number of Units on issue at the time a distribution is calculated, whilst also considering the period the Units have been held.</p> <p>The Investment Manager may retain from amounts available for distribution such amounts as it considers necessary for reserves, management fees, taxes, and expenses of the Fund, which may result in no distributions being made despite surplus cash existing. Pending distribution to Investors, the Fund may invest in cash and cash equivalents (i.e., acceptable bank deposits) or such other similar creditworthy and liquid investments as determined by the Fund.</p> <p>Unit Class 2 – Unikorn Cashflow Growth Unit Class</p> <p>The Responsible Entity intends to calculate distributions of income at the end of each calendar quarter.</p> <p>Distributions of income up to the performance benchmark of 6% will be paid annually as an interim distribution and if there is any surplus will be paid in the final financial quarter.</p> <p>The Responsible Entity expects that distributions should be paid within 120 days of the end of each quarter, however it generally expects to pay them within 30 days of the end of the September, December, and March calendar quarter and within 90 days of the end of the June calendar quarter.</p> <p>Distributions will be calculated based on the number of Units on issue at the time a distribution is calculated, whilst also considering the period the Units have been held.</p>	7.3
Withdrawals	<p>Given the nature of the Fund’s investments, an investment in the both Unit Classes should be considered an illiquid investment.</p> <p>Investors will generally have no right to withdraw from the Fund prior to the end of their Minimum Term.</p>	6.2

	<p>Unit Class 1 – Unikorn St Martins Village Blacktown Development Unit Class</p> <p>Once the Minimum Term is reached, Investors will only be able to withdraw from the Unit Class pursuant to withdrawal offers made by the Responsible Entity, which are expected to be made annually.</p> <p>Where there are insufficient funds to satisfy all Withdrawal Requests pursuant to any withdrawal offer, they will be satisfied on a pro-rata basis and carried over to subsequent withdrawal offers as a priority.</p> <p>Where there is remaining liquidity after a withdrawal offer has been made and all Withdrawal Requests of Investors that have met their Minimum Term have been satisfied, the Responsible Entity may allow investors who have not met their Minimum Term to participate in a subsequent withdrawal offer, in its absolute discretion.</p> <p>Unit Class 2 – Unikorn Cashflow Growth Unit Class</p> <p>Once the Minimum Term is reached, Investors will only be able to withdraw from the Fund pursuant to withdrawal offers made by the Responsible Entity, which are expected to be made annually. Given the Investment Managers expectation that properties will likely be held for a minimum of 5 years, subject to its divestment strategy (see section 4.5), it is likely that liquidity will be limited for the first 5 years to any additional capital raisings that take place in order to provide liquidity.</p> <p>Where there are insufficient funds to satisfy all Withdrawal Requests pursuant to any withdrawal offer, they will be satisfied on a pro-rata basis and carried over to subsequent withdrawal offers as a priority.</p> <p>Where there is remaining liquidity after a withdrawal offer has been made and all Withdrawal Requests of Investors that have met their Minimum Term have been satisfied, the Responsible Entity may allow investors who have not met their Minimum Term to participate in a subsequent withdrawal offer, in its absolute discretion.</p>	
<p>ASIC Benchmarks and Disclosure Principles</p> <p><i>Below is a summary of the Responsible Entity's statements in respect of each of the benchmarks and disclosure principles in RG 46. More detail for each is provided in section 5 of this PDS</i></p>		
<p>Benchmarks and related Disclosure Principles (Summary)</p>	<p>Benchmark 1: Gearing Policy, Disclosure Principle 1: Gearing Ratio and Disclosure Principle 3: Scheme Borrowing</p> <p><i>Yes - The Fund meets the benchmark</i></p> <p>Unit Class 1 – Unikorn St Martins Village Blacktown Development Unit Class</p> <p>The Responsible Entity maintains a written 'Gearing and Interest Cover Policy' which the Fund complies with, available on request by contacting the Responsible Entity. The Fund does not currently have any borrowings. The Blacktown development project will be divided into 2 parts: acquisition and redevelopment. The Sub-Fund may borrow up to 55% during the acquisition phase by raising additional capital. During the redevelopment / construction phase the investment manager will seek to borrow funds for the construction costs. The Investment Manager will limit borrowing to 65% of gross realisation value during this redevelopment phase. It is intended that funds will be borrowed from Australian banks or other credit providers.</p> <p>Unit Class 2 – Unikorn Cashflow Growth Unit Class</p> <p>The Responsible Entity maintains a written 'Gearing and Interest Cover Policy' which the Fund complies with, available on request by contacting the Responsible Entity. The Fund does not currently have any borrowings but may borrow up to 55% of the value of each property to be acquired in order to fund any purchase. It is intended that funds will be borrowed from Australian banks or other credit providers.</p> <p>Benchmark 2: Interest Cover Policy and Disclosure Principle 2: Interest Cover Ratio</p> <p><i>Yes - The Fund meets the benchmark</i></p> <p>The Responsible Entity maintains a written 'Gearing and Interest Cover Policy' which the Fund complies with, available on request by contacting the Responsible Entity. The anticipated interest on the Fund's portfolio at the end of year one means an anticipated interest cover ratio of 4.</p>	<p>5</p>

	<p>Benchmark 3: Interest Capitalisation</p> <p>Unit Class 1 – Unikorn St Martins Village Blacktown Development Unit Class</p> <p><i>No - The Fund does not meet the benchmark</i></p> <p>Interest expenses of the Fund will be capitalised.</p> <p>Unit Class 2 – Unikorn Cashflow Growth Unit Class</p> <p><i>Yes - The Fund meets the benchmark.</i></p> <p>Interest expenses of the Fund will not be capitalised.</p> <p>Benchmark 4: Valuation Policy</p> <p><i>Yes - The Fund meets the benchmark.</i></p> <p>The Responsible Entity maintains a written 'Valuation Policy' that complies with RG 46, available on request by contacting the Responsible Entity. See section 4.8 for more information about this policy.</p> <p>Benchmark 5 and Disclosure Principle 5: Related Party Transactions</p> <p><i>Yes - The Fund meets the benchmark</i></p> <p>The Responsible Entity maintains a related party transaction policy that provides a framework for the review of the terms of all related party transactions. The policies and procedures are in place to mitigate the risk of any actual or perceived conflict of interest, including as a result of a related party transaction. See section 9.15 below for information about the related party disclosures for this PDS.</p> <p>Benchmark 6 and Disclosure Principle 6: Distribution Practices</p> <p><i>Yes – The Fund meets the benchmark</i></p> <p>The Responsible Entity intends on only paying distributions from its cash from operations, generated predominantly from rental payments received from tenants of the commercial property owned by the Fund and other realised investment returns.</p> <p>Unit Class 1 – Unikorn St Martins Village Blacktown Development Unit Class</p> <p>It is not anticipated that distributions will be made until the completion of the project. A distribution may then be made either from the proceeds of the sale of the property, or should the Investment Manager determine to keep the property in order to maximise rental returns to investors, then distributions may be paid from the rental income received.</p> <p>Unit Class 2 – Unikorn Cashflow Growth Unit Class</p> <p>Distributions are intended to be made to Investors in the Fund predominantly from rental payments received from tenants of the commercial property owned by the Fund.</p> <p>Any distributions will be sourced from cash from operations available for distribution and will not be sourced from borrowings or unrealised capital gains.</p> <p>The amount of distribution income paid to Investors is based on the number of Units held at the end of each distribution period, with reference to the period of the time the investor has held the units and is generally irrespective as to when the Investor was issued with their Units – see section 7.3 for more information about distributions.</p>	
<p>Other Disclosure Principles (Summary)</p>	<p>Disclosure Principle 4: Portfolio Diversification</p> <p>As at the date of this document, the Fund holds no property, however it is anticipated that by the end of the first year that the Fund has been in operation, Unit Class 1 – Unikorn St Martins Village Blacktown Development Unit Class will hold one property with a value of approximately \$15 million, located in Blacktown, New South Wales. Please refer to the Investment Manager's 'Property Selection Criteria' in section 3.2 for more information about the Investment Manager's intended approach to portfolio diversification.</p> <p>Disclosure Principle 7: Withdrawal Arrangements</p> <p>Investors should treat the Fund as "illiquid" as there is no automatic right of redemption of Units. Withdrawal terms apply and are subject to the liquidity of the Fund and at the</p>	<p>5</p>

	<p>discretion of the Responsible Entity. Investors in the Fund will only be able to withdraw if the Responsible Entity makes a withdrawal offer. The Responsible Entity has no obligation to make a withdrawal offer. See section 6.2 for more information about the Fund's withdrawal terms.</p> <p>Unit Class 1 – Unikorn St Martins Village Blacktown Development Unit Class</p> <p>Once the Minimum Term is reached, Investors will only be able to withdraw from the Unit Class pursuant to withdrawal offers made by the Responsible Entity, which are expected to be made annually.</p> <p>Where there are insufficient funds to satisfy all Withdrawal Requests pursuant to any withdrawal offer, they will be satisfied on a pro-rata basis and carried over to subsequent withdrawal offers.</p> <p>Where there is remaining liquidity after a withdrawal offer has been made and all Withdrawal Requests of Investors that have met their Minimum Term have been satisfied, the Responsible Entity may allow investors who have not met their Minimum Term to participate in a subsequent withdrawal offer, in its absolute discretion.</p> <p>Unit Class 2 – Unikorn Cashflow Growth Unit Class</p> <p>Once the Minimum Term is reached, Investors will only be able to withdraw from the Fund pursuant to withdrawal offers made by the Responsible Entity, which are expected to be made annually. Given the Investment Manager's expectation that properties will likely be held for a minimum of 5 years, subject to its divestment strategy (see section 4.5), it is likely that liquidity will be limited for the first 5 years to any additional capital raisings that take place in order to provide liquidity.</p> <p>Where there are insufficient funds to satisfy all Withdrawal Requests pursuant to any withdrawal offer, they will be satisfied on a pro-rata basis and carried over to subsequent withdrawal offers.</p> <p>Where there is remaining liquidity after a withdrawal offer has been made and all Withdrawal Requests of Investors that have met their Minimum Term have been satisfied, the Responsible Entity may allow investors who have not met their Minimum Term to participate in a subsequent withdrawal offer, in its absolute discretion.</p> <p>Disclosure Principle 8: Net Tangible Assets</p> <p>The disclosure principle does not apply to this Fund as it only applies to closed-end schemes and this Fund is an open-ended scheme.</p>	
<p>Fees and costs <i>All fees outlined below are inclusive of GST and net of input tax credits.</i></p>		
<p>Responsible Entity fees</p>	<p>The Responsible Entity is entitled to an ongoing annual fee, paid monthly in arrears, of 0.31% per annum of the gross asset value (GAV) of the Fund up to \$100m and 0.21% of the GAV of the Fund greater than \$100m and less than \$200m and 0.10% p.a. on GAV greater than \$200m. These fees are subject to a minimum fee of \$73,150 per annum which is subject to an increase of 2.5% per annum on 1 January each year.</p> <p>The Trustee is entitled to an ongoing annual fee, paid monthly in arrears for each additional Sub-Fund. This amounts to \$7,838 per annum for each Sub-Fund.</p> <p>The Responsible Entity fees form part of management fees and costs of the Fund as detailed in Section 10. The Responsible Entity is also entitled to certain establishment and termination fees outlined further in Section 10.</p>	<p>10</p>
<p>Investment Manager fees</p>	<p>The Investment Manager is entitled to an ongoing investment management fee of 1.54% per annum of gross asset value of the Fund, paid quarterly in arrears.</p> <p>The Investment Manager is also entitled to recoup certain establishment costs outlined further in Section 10. These fees and costs form part of management fees and costs of the Fund as detailed in Section 10.</p>	<p>10</p>
<p>Performance fees</p>	<p>Unit Class 1 – Unikorn St Martins Village Blacktown Development Unit Class</p> <p>The Investment Manager is entitled to the following fees:</p>	<p>10</p>

Unikorn Property Fund

	<ul style="list-style-type: none"> - Performance fee of 30% of the excess return generated over an IRR hurdle of 30% p.a. after expenses. <p>Unit Class 2 – Unikorn Cashflow Growth Unit Class</p> <p>The Investment Manager is entitled to the following fees:</p> <ul style="list-style-type: none"> - Performance fee of 20% of the excess return generated over an IRR hurdle of 10% p.a. 	
Transaction costs	<p>Transaction costs including the costs incurred by the scheme when buying or selling assets. Transaction costs are considered as an integral part of acquiring an asset and are capitalised accordingly.</p> <p>Unit Class 1 – Unikorn St Martins Village Blacktown Development Unit Class</p> <p>The Investment Manager is entitled to the following fees:</p> <ul style="list-style-type: none"> - 2.09% acquisition fee. The acquisition fee is 2.09% of the purchase price of the property. - 0.26% debt origination fee. The debt origination fee is 0.26% of each loan amount (if any). <p>Unit Class 2 – Unikorn Cashflow Growth Unit Class</p> <p>The Investment Manager is entitled to the following fees:</p> <ul style="list-style-type: none"> - 2.09% Acquisition Fee. The acquisition fee is 2.09% of the purchase price of real property investments. 	10
Entry and Exit fees	There are no entry or exit fees.	10
Buy or sell spread	<p>Unit Class 1 – Unikorn St Martins Village Blacktown Development Unit Class</p> <p>There will be no Buy or Sell spread applied to this Unit-Class.</p> <p>Unit Class 2 – Unikorn Cashflow Growth Unit Class</p> <p>A buy spread and sell spread will apply to the Issue Price and Withdrawal Price of Units in addition to the Unit price, to part represent the costs associated with the purchase and sale of assets and to ensure Investors are treated equitably on entry and exit.</p> <p>Other than for the issuance of Units prior to the Fund's initial purchase of property, a buy spread and sell spread will be factored into the Unit price calculation on the issuance or redemption of Units in the Fund.</p> <p>Following the Fund's first property asset purchase, a 6% buy spread is applied to the issue price and a 2% sell spread is applied to the redemption price. This is to cover the costs of acquiring a property (such as stamp duty) and selling costs.</p> <p>Any additional costs associated with buying properties and any additional anticipated selling costs will be included as an expense of the Fund and amortised over a 5-year period.</p> <p>Buy and sell spreads may be updated from time to time and will be published online at www.vascofm.com.</p>	10
Expenses	<p>The Responsible Entity has the right to be reimbursed for expenses incurred by it in the proper performance of its duties in respect of the Fund.</p> <p>These are the costs incurred in the establishment and operation of the Fund, including fees payable to the Custodian, Administration Manager and Auditor, incidental expenses of the Investment Manager and other administrative expenses such as accounting and legal advice, insurances, consulting fees, costs relating to Investor meetings and registry fees. The expenses form part of the management fees and costs as disclosed in Section 10.</p> <p>These expenses will vary from year to year, but are estimated to be 1.17% per annum of the gross asset value of the Fund for the current financial year.</p>	10

Unikorn Property Fund

Cooling-off periods, taxation; and risks		
Cooling-off period	A cooling off period may apply depending on the Fund's investments at the time of an Investor's application.	12.3
Taxation	<p>The effect of tax and stamp duty on investors is complex and Investing in the Fund is likely to have tax consequences. Section 11 of this PDS provides a general outline of some taxation considerations, including in respect of duty (often referred to as stamp duty).</p> <p>The Investment Manager intends to minimise the prospect of duty being payable by Investors on the issue, transfer or redemption of Units. However, as the Fund will acquire and hold interests in land, there is no guarantee that this intention will be realised and characterisation and circumstances of the Fund from a duty perspective may change without notice, such that stamp duty is payable by Investors.</p> <p>It is highly recommended that investors should seek their own professional independent tax advice specific to their own circumstances before investing in the Fund.</p>	11
Risks	<p>All investments involve varying degrees of risk.</p> <p>While there are many factors that may impact on the performance of any investment, Section 9 summarises some of the major risks that prospective investors should be aware of before investing in the Fund. Before investing, prospective investors should consider whether the Fund is a suitable investment, having regard to their personal investment objectives, financial position, and particular needs and circumstances. Prospective investors should also consider and take into account the level of risk with which they are comfortable, the level of returns they require, as well as their frequency and nature, and their investment time horizon. Prospective investors should seek professional advice in setting their investment objectives and strategies.</p>	9

2. Investment Structure

The Fund is an open-ended unlisted registered managed investment scheme structured as a unit trust established by the Responsible Entity pursuant to the Constitution dated 13 July 2020 (as amended from time to time) and is governed by Australian law.

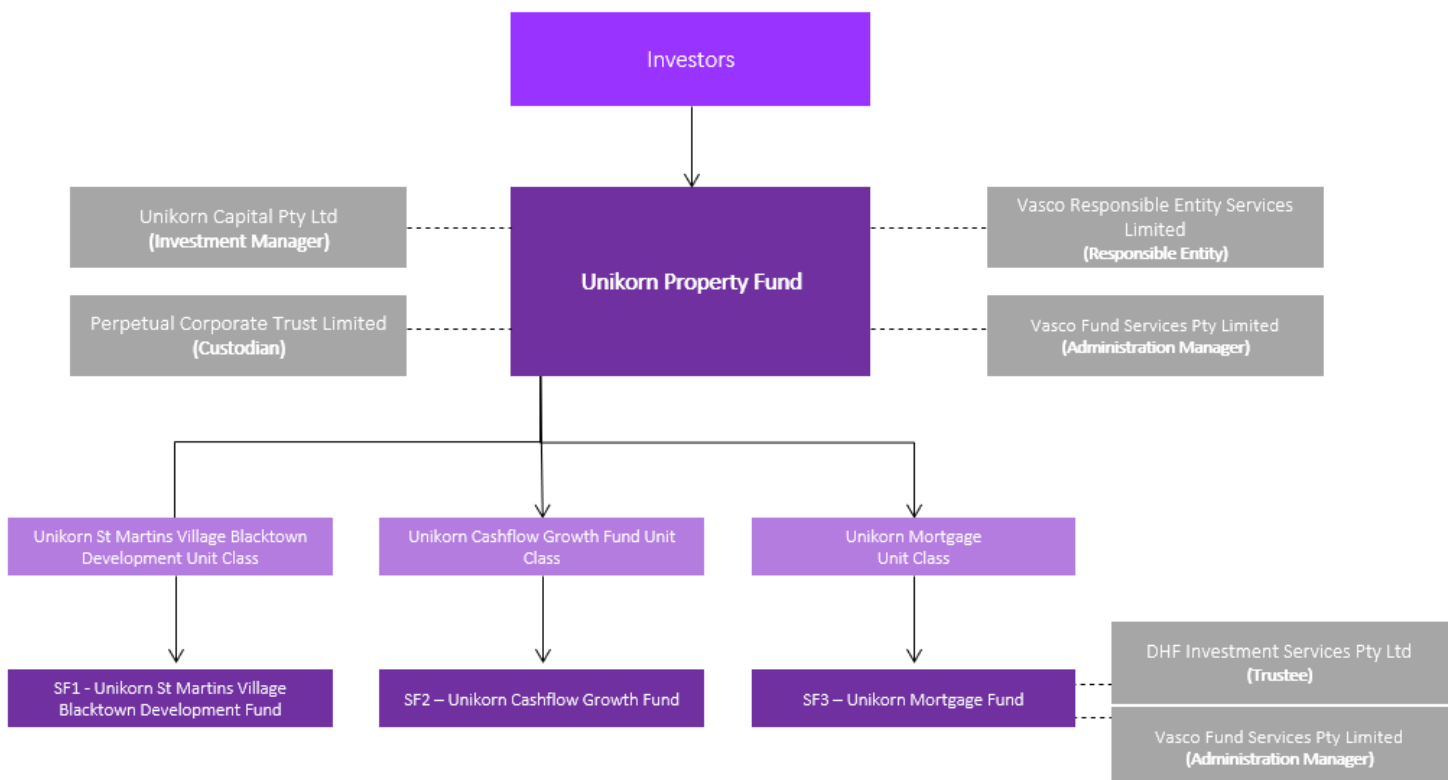
The Fund provides Investors an opportunity to acquire Units in the Fund which entitles them to any returns generated by the Fund.

The Fund has been established to invest in commercial property in Australia selected by the Investment Manager.

The Fund will have a number of diverse investment opportunities which should increase as new opportunities emerge. The current opportunities include:

- The Unikorn St Martins Village Blacktown Development Unit Class
- The Unikorn Cashflow Growth Unit Class
- The Unikorn Mortgage Unit Class (Details will be provided in a separate SPDS)

The following diagram illustrates the structure of the Fund and relevant parties involved:



Vasco Responsible Entity Services Limited is the responsible entity of the Fund and has appointed the following parties to provide various services to the Fund:

- Unikorn Capital Pty Limited as the Investment Manager of the Fund, with responsibility for, among other things, marketing the Fund and managing the Fund's investments;
- Perpetual Corporate Trust Limited as the Fund's custodian, with responsibility for holding the Fund's assets;

Unikorn Property Fund

- Vasco Fund Services Pty Limited as the Fund's administration manager, with responsibility for, among other things, processing Applications and fund accounting.

The Responsible Entity has also engaged Grant Thornton Audit Pty Ltd to audit the Fund's annual accounts as well as the Responsible Entity's adherence to the Fund's 'Compliance Plan'.

The Trustee of the Sub-Funds, DHF Investment Services Pty Ltd has appointed Vasco Fund Services Pty Limited as the Fund's administration manager, with responsibility for, among other things, processing Applications and fund accounting.

The Trustee of the Sub-Funds, DHF Investment Services Pty Ltd has appointed Unikorn Capital Pty Limited as the investment manager of the Sub-Funds, with responsibility for, among other things, marketing the Sub-Funds and managing the Sub-Fund's investments.

Section 8 contains more information about each party.

3. Investment Strategy - Unikorn St Martins Village Blacktown Development Unit Class

3.1. Overview

The Sub-Fund's investment strategy is to purchase a run down and underappreciated shopping centre in Blacktown – a western suburb of Sydney. The Investment Manager is seeking a minimum target raise of \$7.5m for this project.

The Investment Manager will seek to manage the property (via a suitable property manager) whilst obtaining a development approval for redevelopment of the centre.

The Project will be divided into 2 parts: acquisition and redevelopment. The Sub-Fund may borrow up to 55% during the acquisition phase by raising additional capital. During the redevelopment / construction phase the Investment Manager will seek to borrow funds for construction costs.

The Investment Manager will limit borrowing to 65% of gross realisation value during this redevelopment phase.

3.2. Property Selection Criteria

The Investment Manager has selected this property for a number reasons:

1. Established location – there has been a neighbourhood shopping centre here for many years.
2. Substantial Land – the property is situated on just under one Hectare of land.
3. Significant parking spaces – essential for retail and able to be increased with the redevelopment of the centre.
4. Centre allowed to run down by current owner.
5. Demand for more retail in that location.
6. Growing area – Blacktown details in section 3.3.
7. Significant infrastructure and other growth in the area.

3.3. Location

St Martins Village, is located in the heart of Blacktown, a modern bustling city of 54 residential suburbs, home to over 400,000 people, making it the largest city by population in NSW.

The centre is located just off the Prospect Highway and is located approximately 28km west of the Sydney CBD and 7km from the Parramatta CBD.

Blacktown City is bounded by Hawkesbury City in the north, The Hills Shire in the north-east, the City of Parramatta in the east, the Cumberland Council area in the south-east, Fairfield City in the south, and Penrith City in the west.

Being less than 5 mins to the Blacktown main metro area and a kilometre to Blacktown Hospital, **St Martins Village** not only spans and caters for a wide demographic of the surrounding area but the attracts customers from all over Sydney.



3.4. Existing Blacktown Property

This property is a well located, retail neighbourhood centre that occupies a dominant corner position on Prospect Highway and St Martins Crescent in the heart of Blacktown.

The property comprises:

- 2,616 sqm of prime retail space in the heart of Blacktown
- 9,903 sqm of level land on the corner of St Martins Crescent and Prospect Highway
- 18 tenancies
- 104 car parking spaces

Additionally, the property is serviced by a set of amenities and a large loading area on the northern end, while there is parking on the three main sides of the property for the 104 car spaces this centrally located.

The centre has been neglected for many years with the quality of tenant and income falling substantially.

We have established a previous tenant; Metcash trading as IGA Blacktown had a registered lease with a commencement rent of \$386,000 p.a. in 2010 before vacating the shopping centre due to its condition. Their replacement tenant Udaya Megamart had a commencing rent of \$240,000 p.a. in 2020. This 40% drop in rent has been reflective amongst all of the other tenants.

An examination of the current plans has determined that significant work would be required to modernise the existing facility, especially with regard to:

1. Layout and facilities
2. Bathroom / Toilet facilities

3. Roof
4. Air Conditioning

The current premises has a floor area of 2,616 m². We have had our consultant architects do an initial assessment and highest and best use of the site will be a new 2 level plus carpark template of just over 7,500 m² with carparking on ground level, supermarket and speciality shops on the first floor and medical and/or childcare on the second floor.

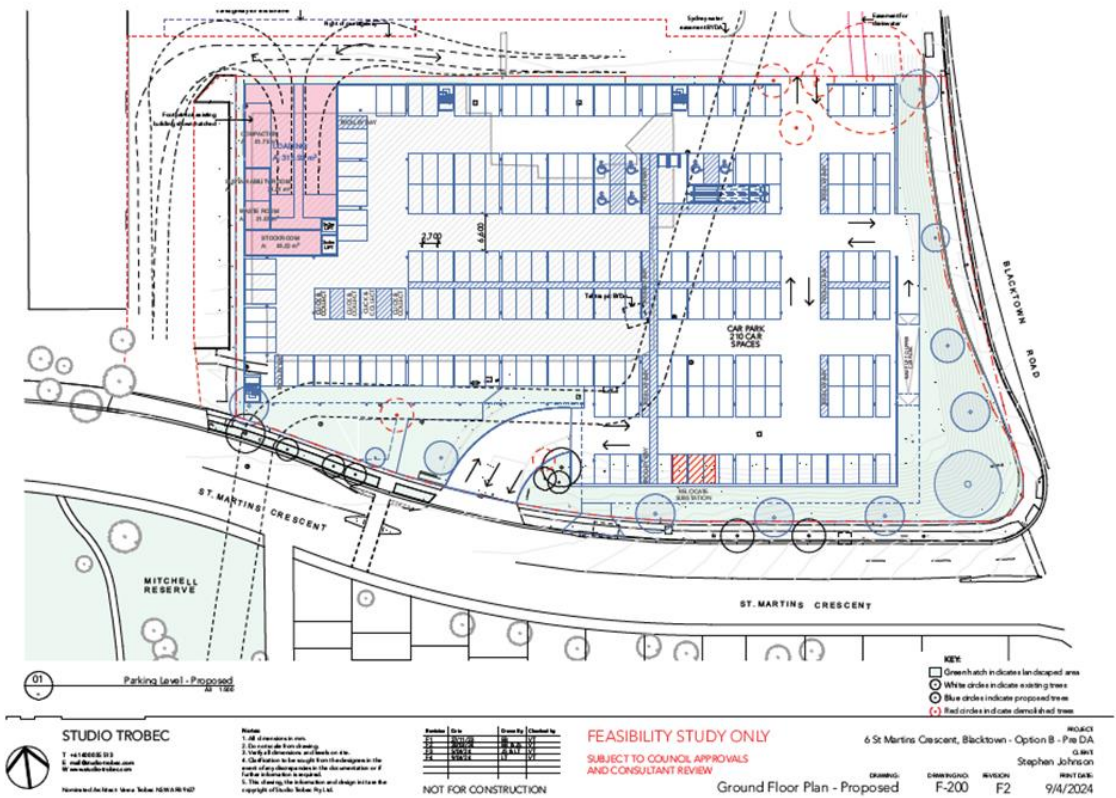
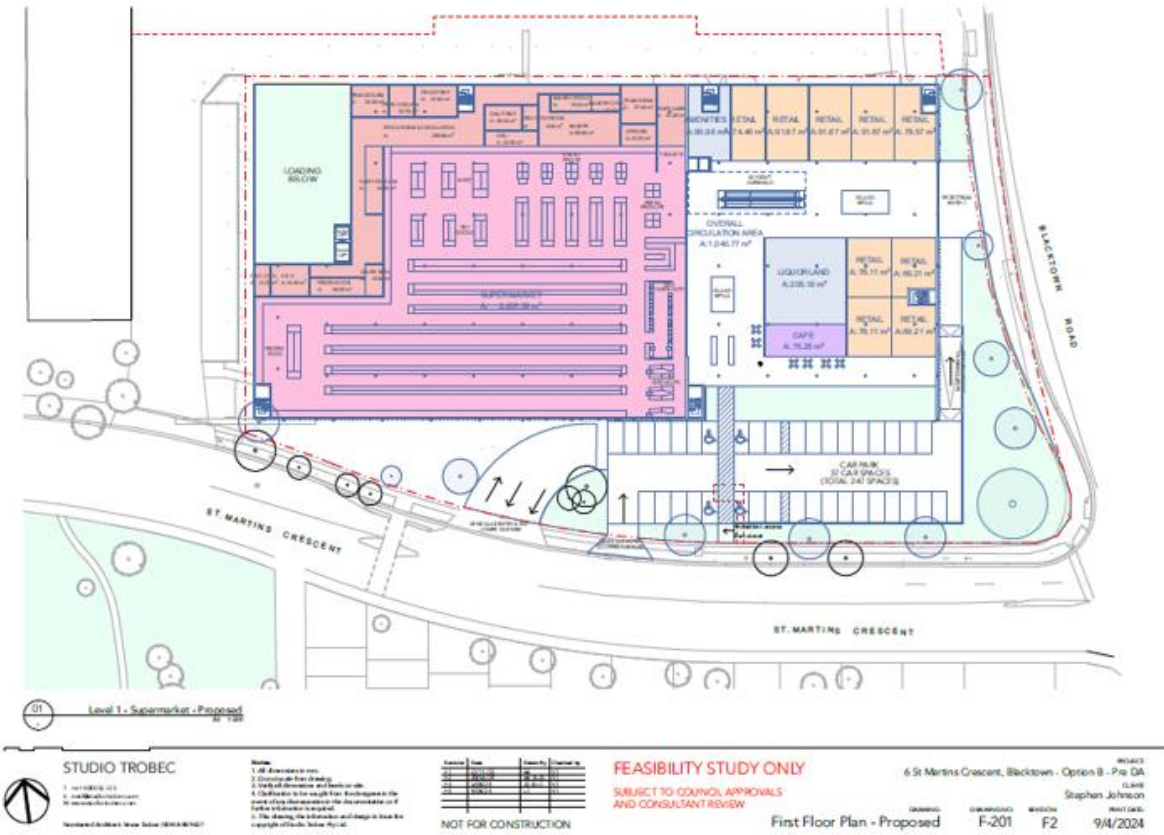
Erected in circa 1960 and refurbished in 1989 and 1999, the property provides 8 internal shops, 9 external shops and an ATM at the front with car parking for approximately 104 vehicles.

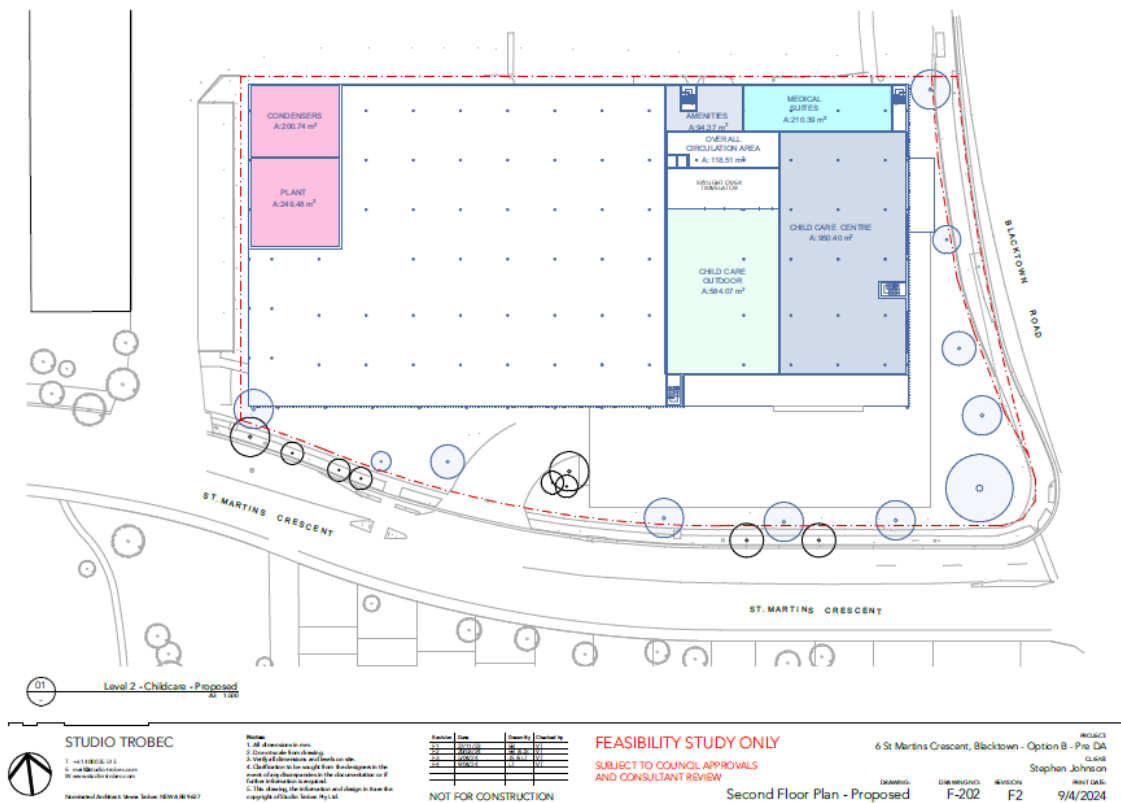
3.5. The Proposed Development

Following substantial research, the Investment Manager has determined that the existing centre has significant issues in order to maximise highest and best use. Following consultation with our firm of architects and leading supermarket chains, we have established that in order for the centre to be viable we need:

1. Supermarket Space of 3,500 – 3,800 m²
2. Loading Dock
3. Plant Room and Refrigeration Room
4. Parking in excess of 200 spaces
5. Lift and traveller access
6. Speciality Shops
7. Liquor Shop
8. Medical Centre
9. Childcare

3.6. Draft Plans Prior to Government Approval





3.7. Leasing and Property Management

The Investment Manager will select and engage a suitable agent to act as property manager for the property it purchases, following due diligence. The property manager will be responsible for the leasing of the facility and day to day management of the property and collection of rent from tenants, both before demolition and after completion of the renovation or construction works.

3.8. Property Divestment Strategy

When the project is complete the Investment Manager will assess the market and decide whether to sell the property or retain it medium to long term in order to maximise rental returns to Investors, and enhance potential capital gains.

3.9. Borrowings

The Sub-Fund will borrow up to 65% of the value of the property and development costs.

It is anticipated that the purchase price of the initial acquisition will be raised as equity, and the Sub-Fund will borrow to cover the cost of redevelopment.

Loans may be negotiated by the Investment Manager with Australian banks or other credit providers.

The Blacktown Project will be divided into 2 phases:

1. Acquisition & Planning Approvals and;
2. Redevelopment.

The Sub-Fund may borrow up to 55% during the first acquisition phase by raising additional capital. The investment Manager will adopt a cautious debt strategy during acquisition as the income from the property will reduce as tenant's leases end and tenants move out ready for the property's redevelopment.

During the second phase the Investment Manager will seek to borrow funds for construction costs.

The Investment Manager will limit borrowing to 65% of gross realisation value during this redevelopment phase.

Section 5 contains more information about the Sub-Fund's anticipated "Gearing Ratio" and "Interest Cover Ratio".

3.10. Valuation Policy

The Responsible Entity maintains and complies with a written 'Valuation Policy'. This policy is available on request by contacting the Responsible Entity and is reviewed and updated from time to time. The purpose of this policy is to ensure that reliable and timely valuation information is available so that Investors can be allocated an appropriate and equitable share of Units in the Fund.

As at the date of this PDS, some of the valuation methodologies expected for this Sub-Fund include:

Valuations on acquisition

An independent valuation for new properties must be completed prior to the exchange of contracts. Where a property has been contracted for sale, the contracted sale price may be adopted instead of the independent valuation, subject to the Responsible Entity's determination that doing so is in the best interest of Investors in the Fund.

Valuations while holding property passively

Independent valuations for existing properties which are not the subject of any development activity (that are held generally for rental purposes) will be conducted at least once every 3 years. The Responsible Entity or the Auditor may require a valuation on a more or less frequent basis due to market movements, accounting requirements or regulatory requirements.

Properties held passively will otherwise be internally valued annually or as otherwise deemed appropriate by the Responsible Entity through a desktop valuation conducted and recommended by the Investment Manager.

This desktop valuation will ordinarily incorporate the following reference points:

- The original purchase price of the property
- Most recent council rates notice or statement detailing assessed site value
- Historical sale price of the security property
- Sale prices of comparable properties in the vicinity of the security property
- Where there are multiple properties in a portfolio, the valuations may be staggered through the year
- Asset valuation tests on market where required

The Sub-Fund will also aim to stagger the ordinary revaluation of the property over the course of a year so changes in value are reflected in the Unit Price progressively.

In all cases, however, the Responsible Entity may use its discretion in applying an alternative valuation methodology to ensure the principles of its Valuation Policy are upheld.

3.11. Investing Surplus Funds

From time to time the Sub-Fund may have excess capital which is not immediately required or able to be invested in commercial property. The Sub-Fund may also have monies which are being held pending distribution to Investors. In these circumstances the Investment Manager may instruct the Responsible Entity to invest those funds in cash and cash equivalents (i.e. term deposits offered by Australian banks) or such other similar creditworthy and liquid investments as determined by the Responsible Entity from time to time.

3.12. Related Parties – Investment Manager

Stephen Johnson, who is a Director of the Investment Manager, is also a director and owner of SJ Constructions International Pty Ltd, which is the builder which will be engaged to construct and project manage the St Martins Village Blacktown project.

Gregory Lazarus, the sales agent for the project has worked with clients of Unikorn Capital for some years as a managing agent.

4. Investment Strategy - Unikorn Cashflow Growth Unit Class

4.1. Overview

The Sub-Fund's investment strategy is to purchase established commercial real-estate in both regional and metropolitan centres in Australia selected by the Investment Manager.

The Investment Manager will seek to predominantly generate rental income through leases to quality tenants. Potential for capital growth could come from investment in growth markets and strategic capital expenditure (such as refurbishments) from time to time. The Investment Manager is looking to acquire properties that they believe are likely to generate a total return over the medium to long-term of 6.5% to 7.5% p.a.

In some instances, the Sub-Fund may purchase properties which include existing businesses, or scope to create businesses, which the Investment Manager may either lease (or licence) to an operator or sell separately to the land. The operator may be a related party of the Investment Manager subject to meeting the Responsible Entities' arms-length considerations.

Finance from an Australian bank or other suitable third-party financiers will be used to leverage the Sub-Fund's portfolio by up to 55%.

Borrowings will be on a property-by-property basis and will be secured by the relevant property acquired by the Sub-Fund. However, in certain circumstances the Responsible Entity upon instruction from the Investment Manager, may, at its discretion, use multiple properties to secure any debt facility or provide a general security interest to a financier over all of the Sub-Fund's assets.

The Investment Manager expects to hold each property in the Sub-Fund's portfolio over the medium-to-long term.

4.2. Target Portfolio

The Investment Manager will publish an annual 'Portfolio Update' to keep Investors and prospective investors informed about the Sub-Fund's portfolio of properties which will be made available on the Responsible Entity's website at www.vascofm.com and the Investment Manager's website www.unikorncapital.com.au or on request from the Investment Manager.

4.3. Property Selection Criteria

Properties will be selected by the Investment Manager giving Investors of the Sub-Fund exposure to a range of properties and property classes, and to generate returns consistent with the class of property. This could include but is not limited to:

1. High yield returns in particular market sectors, such as self-storage, medical and industrial sectors;
2. Medium level returns in regional areas; and
3. Lower yield but higher capital growth properties

The Investment Manager considers properties will be selected in multi-economic driver regional towns or vibrant metropolitan areas.

Economic drivers considered in their selection process could include but are not limited to:

1. Tourism
2. Agriculture

3. Mining
4. Military
5. Health
6. Education
7. Population Growth

4.4. Property Management

The Investment Manager will select and engage a suitable agent to act as property manager for the properties it purchases. The property manager will be responsible for the day-to-day management of the property and collection of rent from tenants.

4.5. Property Divestment Strategy

While it is the Investment Manager's intention that the Sub-Fund will hold each property in its portfolio over a medium to long term minimum period, the Investment Manager will also from time to time review its portfolio and consider the sale of properties determined by factors such as:

- Market conditions
- Similar sales in the area
- Sub-Fund objectives
- Situation of the property in regards to renovation, quality of tenants and lengths of leases
- Liquidity position of the Sub-Fund

Accordingly, the Sub-Fund may divest properties earlier than the expected holding period upon the Investment Manager's recommendation.

4.6. Purchase and sale of business

In some instances, the Sub-Fund may purchase properties which include existing businesses, or scope to create businesses.

For example, the Sub-Fund may purchase a property used for self-storage as well as the self-storage business operating on the property.

The Investment Manager may decide to either lease (or licence as appropriate) this business to an appropriate operator to run the business or sell the business while retaining the land.

The business operator engaged by the Sub-Fund may be a related party of the Investment Manager, subject to meeting the Trustee's arms-length considerations.

4.7. Borrowings

The Sub-Fund may borrow up to 55% of the value of each property in order to fund any purchase.

Loans may be negotiated by the Investment Manager with Australian banks or other credit providers.

Borrowings will be on a property-by-property basis and will be secured by the relevant property acquired by the Sub-Fund. However, in certain circumstances the Responsible Entity, upon instruction from the Investment Manager, may, at its discretion, use multiple properties to secure any debt facility.

The Investment Manager considers gearing (that is, taking on debt) to fund the purchase of property is an effective means of maximising the returns available across the portfolio. Investors are encouraged to read the risks in Section 9 to further consider the risks of any leverage.

Section 5 contains more information about the Fund's anticipated "Gearing Ratio" and "Interest Cover Ratio".

4.8. Valuation Policy

The Responsible Entity maintains and complies with a written 'Valuation Policy'. This policy is available on request by contacting the Responsible Entity and is reviewed and updated from time to time. The purpose of this policy is to ensure that reliable and timely valuation information is available so that Investors can be allocated an appropriate and equitable share of Units in the Sub-Fund.

As at the date of this PDS, some of the valuation methodologies expected for this Sub-Fund include:

Valuations on acquisition

Independent valuations for new properties must be completed prior to the exchange of contracts. Where a property has been contracted for sale, the contracted sale price may be adopted instead of the independent valuation, subject to the Responsible Entity's determination that doing so is in the best interest of Investors in the Sub-Fund.

Valuations while holding property passively

Independent valuations for existing properties not the subject of any development activity (that are held generally for rental purposes) will be conducted at least once every 3 years. The Responsible Entity may require a valuation on a more or less frequent basis due to market movements, accounting requirements or regulatory requirements.

Properties held passively will independently valued on an annual basis and maybe deemed appropriate by the Responsible Entity through a desktop valuation conducted and recommended by the Investment Manager.

This desktop valuation will ordinarily incorporate the following reference points:

- The original purchase price of the property
- Most recent council rates notice or statement detailing assessed site value
- Historical sale price of the security property
- Sale prices of comparable properties in the vicinity of the security property
- Where there are multiple properties in a portfolio, the valuations may be staggered through the year
- Asset valuation tests on market where required

The Sub-Fund will also aim to stagger the ordinary revaluation of its properties over the course of a year so changes in value are reflected in the Unit Price progressively.

In all cases, however, the Responsible Entity may use its discretion in applying an alternative valuation methodology to ensure the principles of its Valuation Policy are upheld.

4.9. Investing surplus funds

From time to time the Fund may have excess capital which is not immediately required or able to be invested in commercial property. The Fund may also have monies which are being held pending distribution to Investors. In these circumstances the Investment Manager may instruct the Responsible Entity to invest those funds in cash and cash equivalents (i.e. term deposits offered by Australian banks) or such other similar creditworthy and liquid investments as determined by the Investment Manager from time to time.

5. ASIC Benchmarks and Disclosure Principles

5.1. ASIC Regulatory Guide 46 Disclosure

The Australian Securities & Investments Commission (**ASIC**) requires responsible entities of unlisted property schemes in which retail investors invest to provide a statement addressing ASIC's six benchmarks and eight disclosure principles as set out in 'Regulatory Guide 46: Unlisted Property Schemes – improving disclosure for retail investors' (**RG 46**).

These benchmarks and disclosure principles aim to help retail investors compare risks, assess the rewards being offered and decide whether the investments are suitable to them.

Below are the Responsible Entity's statements in respect of each of the benchmarks and disclosure principles in RG 46.

In accordance with the requirements of RG 46, these statements will be updated for any material changes that the Responsible Entity becomes aware of, and in any event, at least every six months. The updated statement will be included on the Responsible Entity's website at www.vascofm.com.

5.2. Disclosure principles and Benchmarks

Benchmark 1: Gearing Policy

RG 46.31 – The Responsible Entity maintains and complies with a written policy that governs the level of gearing at an individual credit facility level.

Yes - The Fund meets the benchmark

Unit Class 1 – Unikorn St Martins Village Blacktown Development Unit Class

The Responsible Entity maintains a written 'Gearing and Interest Cover Policy' which the Fund complies with, available on request by contacting the Responsible Entity. The Fund does not currently have any borrowings. The Blacktown development project will be divided into 2 parts: acquisition and redevelopment. The Sub-Fund may borrow up to 55% during the acquisition phase by raising additional capital. During the redevelopment / construction phase the investment manager will seek to borrow funds for the construction costs. The Investment Manager will limit borrowing to 65% of gross realisation value during this redevelopment phase. It is intended that funds will be borrowed from Australian banks or other credit providers.

Unit Class 2 – Unikorn Cashflow Growth Unit Class

The Responsible Entity maintains a written 'Gearing and Interest Cover Policy' which the Fund complies with, available on request by contacting the Responsible Entity. The Fund does not currently have any borrowings but may borrow up to 55% of the value of each property to be acquired in order to fund any purchase. It is intended that funds will be borrowed from Australian banks or other credit providers.

Benchmark 2: Interest Cover Policy

RG 46.36 – The Responsible Entity maintains and complies with a written policy that governs the level of interest cover at an individual credit facility level.

Yes - The Fund meets the benchmark

The Responsible Entity maintains a written 'Gearing and Interest Cover Policy' which the Fund complies with, available on request by contacting the Responsible Entity.

Benchmark 3: Interest Capitalisation

RG 46.41 – The interest expense of the scheme is not capitalised.

Unit Class 1 – Unikorn St Martins Village Blacktown Development Unit Class

No - The Fund does not meet the benchmark

Interest expenses of the Fund are intended to be capitalised on credit facilities related to development projects, as the Fund is not expected to generate income during development to service the credit facility. The interest expense and loan principal will be paid from the development proceeds upon sale of the completed development. The terms of any loan facility entered in to will be such that interest is capitalised to reflect the nature of a development project.

Potential risks associated with interest being capitalised include that the development process for a project may extend beyond a proposed timeframe or a project may be sold at an amount less than anticipated or initially valued. Each of these outcomes may adversely affect Investor returns.

Unit Class 2 – Unikorn Cashflow Growth Unit Class

Yes - The Fund meets the benchmark

Interest expenses of the Fund are intended not to be capitalised.

Benchmark 4: Valuation Policy

RG 46.45 – The Responsible Entity maintains and complies with a written valuation policy that conforms to ASIC's requirements at RG 46.45, or must explain why they do not.

Yes - The Fund meets the benchmark

The Responsible Entity maintains a written 'Valuation Policy' that complies with RG 46, available on request by contacting the Responsible Entity.

See section 3.10 & section 4.8 for more information about this policy.

Benchmark 5: Related Party Transactions

RG 46.53 – The Responsible Entity maintains and complies with a written policy on related party transactions, including the assessment and approval processes for such transactions and arrangements to manage conflicts of interest.

Yes - The Fund meets the benchmark

The Responsible Entity maintains a related party transaction policy that provides a framework for the review of the terms of all related party transactions. The policy details the circumstances and conditions as to when related party transactions are permitted and any supporting evidence required in relation to such transactions, including that:

- Any transactions involving related parties of the Responsible Entity are disclosed to Investors. Any new related party transactions are subject to a review process according to the policy and need to be either on "arms-length" terms or otherwise approved by investors.

- The details of any known transaction between the Responsible Entity and a related party of the Investment Manager must also be disclosed to Investors. Any transactions not previously disclosed can only proceed if considered by the Responsible Entity to be on “arms-length” terms or otherwise approved by investors.
- Where an Investment Manager proposes that a fund enter into a transaction with its related party and the terms of the transaction were not previously disclosed to investors, they are required to complete a notification form which initiates the Responsible Entity’s review process.

Investors can contact the Responsible Entity if they have further questions regarding this policy.

The Responsible Entity currently complies with its related party transaction policy and procedures.

See section 9.15 and Disclosure Principle 5 below for information about the related party disclosures for this PDS.

Benchmark 6: Distribution Practices

RG 46.57 – The Fund will only pay distributions from its cash from operations (excluding borrowings) available for distributions.

Yes – The Fund meets the benchmark

The Responsible Entity intends on only paying distributions from its cash from operations, generated by rental income received and other realised investment returns.

Disclosure Principle 1: Gearing Ratio

RG 46.62 – The Responsible Entity should disclose the Fund’s gearing ratio as calculated in accordance with the prescribed formula.

RG 46.63 – The liabilities and assets used to calculate the gearing ratio should be based on the Fund’s latest financial statements.

RG 46.64 – If the scheme has material off-balance-sheet financing, the Responsible Entity should also disclose a ‘look through’ gearing ratio that takes into account such financing.

RG 46.65 – The Responsible Entity should explain what the gearing ratio means in practical terms, and how investors can use the ratio to determine the Fund’s level of risk.

The Responsible Entity must disclose the level of direct gearing and look-through gearing for the Fund using the following formula:

$$\text{Gearing ratio} = \frac{\text{Total interest bearing liabilities}}{\text{Total assets}}$$

The gearing ratio represents the percentage of debt compared to the gross assets of the Fund. As such it indicates the extent to which the Fund assets are funded by interest-bearing liabilities.

A higher gearing ratio means a higher reliance on external liabilities (primarily borrowings) to assets. A highly geared fund has a lower asset buffer to rely upon in times of financial stress.

As at the date of this document, the Fund has no borrowings as the Fund has not begun acquiring properties. However, in respect of Unit Class 1 – Unikorn St Martins Village Blacktown Development Unit Class and as detailed in section 3.9, the Sub-Fund may borrow during both the acquisition phase (limited to 55%) and redevelopment phase (limited to 65% of gross realisation value during this phase). In respect of Unit Class 2 – Unikorn Cashflow Growth Unit Class, the Sub-Fund does not currently have any borrowings but may borrow up to 55% of the value of each property to be acquired in order to fund any purchase.

Disclosure Principle 2: Interest Cover Ratio

RG 46.71 – The Responsible Entity should disclose the Fund’s interest cover ratio calculated in accordance with the prescribed formula.

RG 46.72 – The EBITDA and interest expense figures used to calculate the interest cover ratio should be consistent with those disclosed in the Fund’s latest financial statements.

RG 46.74 – The Responsible Entity should explain how investors can use the interest cover ratio to assess the Fund’s ability to meet its interest payments.

For the purposes of this RG 46 disclosure, the interest cover ratio is calculated by using the following formula:

$$\text{Interest cover ratio} = \frac{\text{EBITDA} - \text{unrealised gains} + \text{unrealised losses}}{\text{Interest expense}}$$

where EBITDA = earnings before interest, tax, depreciation and amortisation.

The interest cover ratio gives an indication of an entity’s ability to meet interest payments on debt from its earnings. It is an important indication of financial health and key to analysing the sustainability and risks associated with the Fund’s level of borrowing.

As at the date of this document, the Fund has no borrowings.

The anticipated interest on its portfolio at the end of year one means an anticipated interest cover ratio of 4.

This means the Fund anticipates it can cover its interest payment expense at least 4 times over based on the income generated from its property portfolio. The target ratio under the Responsible Entity’s Gearing and Interest Cover Policy (available by contacting the Responsible Entity) is no less than 1.

Interest expenses of the Fund are intended to be capitalised on credit facilities related to development projects, as the Fund is not expected to generate income during development to service the credit facility. The interest expense and loan principal will be paid from the development proceeds upon sale of the completed development. The terms of any loan facility entered in to will be such that interest is capitalised to reflect the nature of a development project.

Disclosure Principle 3: Scheme Borrowing

RG 46.78 – If the Fund has borrowed funds (whether on or off balance sheet) the Responsible Entity should clearly and prominently disclose:

- *for each borrowing that will mature in five years or less – the aggregate amount owing and the maturity profile in increments of not more than 12 months;*
- *for borrowings that will mature in more than five years – the aggregate amount owing;*
- *the amount (expressed as a percentage) by which either the operating cash flow or the value of the asset(s) used as a security for the facility must fall before the Fund will breach any covenants in any credit facility;*
- *for each credit facility:*
 - o *the aggregate undrawn amount;*
 - o *the assets to which the facility relates;*
 - o *the loan to-valuation and interest cover covenants under the terms of the facility;*
 - o *the interest rate of the facility; and*
 - o *whether the facility is hedged;*

- details of any terms within the facility that may be invoked as a result of Fund members exercising their rights under the constitution of the Fund;
- the fact that amounts owing to lenders and other creditors of the Fund rank before investor's interests in the Fund.

RG 46.79 – If any of the Fund's borrowings or credit facilities are to mature within the next 12 months, the Responsible Entity should make appropriate disclosure about the prospects of refinancing; or possible alternative actions (e.g. sales of assets or further fund raising).

RG 46.80 – The Responsible Entity should explain any risks associated with the Fund's borrowing maturity profile, including whether borrowings have been hedged and, if so, to what extent.

RG 46.81 – The Responsible Entity should disclose any information about Fund borrowing and breaches of loan covenants that is reasonably required by investors.

Unit Class 1 – Unikorn St Martins Village Blacktown Development Unit Class

The Sub-Fund does not currently have any borrowings. However, as detailed in section 3.9 the Sub-Fund will borrow during both the acquisition and redevelopment phase. The Sub-Fund may borrow up to 55% during the acquisition phase by raising additional capital. During the redevelopment / construction phase the investment manager will seek to borrow funds for the construction costs. The Investment Manager will limit borrowing to 65% of gross realisation value during this redevelopment phase.

Unit Class 2 – Unikorn Cashflow Growth Unit Class

The Sub-Fund does not currently have any borrowings but may borrow up to 55% of the value of each property to be acquired in order to fund any purchase.

It is intended that funds will be borrowed from Australian banks or other credit providers.

Borrowings will be on a property-by-property basis and will be secured by the relevant property acquired by the Fund. However, in certain circumstances the Responsible Entity, upon instruction from the Investment Manager, may, at its discretion, use multiple properties to secure any debt facility or provide a general security interest to a financier over all of the Fund's assets.

Repayment of borrowings ranks ahead of Investors interests in the Fund, and payment of interest on borrowings must be funded prior to any distributions being made to Investors.

Disclosure Principle 4: Portfolio Diversification

RG 46.87 – The Responsible Entity should disclose the current composition of the Fund's direct property investment portfolio, including:

- properties by geographic location, by number and value;
- non-development properties by sector (e.g. industrial, commercial, retail and residential) and development projects by number and value;
- for each significant property, the most recent valuation, the date of the valuation, whether the valuation was performed by an independent valuer and where applicable, the capitalisation rate adopted in the valuation;
- the portfolio lease expiry profile in yearly periods calculated on the basis of lettable area or income and, where applicable, the weighted average lease expiry;
- the occupancy rates of the property portfolio;
- for the top five tenants that each constitute 5% or more by income across the investment portfolio, the name of the tenant and percentage of lettable area or income; and
- the current value of the development and/or construction assets of the Fund as a percentage of the current value of the total assets of the Fund.

RG 46.88 – Disclosure should cover the Responsible Entity’s investment strategy on these matters, including its strategy on investing in other unlisted property schemes, whether the Fund’s current assets conform to the investment strategy and an explanation of any significant variance from this strategy. The Responsible Entity should also provide a clear description of any significant non-direct property assets of the Fund, including the value of such assets.

As at the date of this document, the Fund holds no property, however it is anticipated that by the end of the first year that the Fund has been in operation, Unit Class 1 – Unikorn St Martins Village Blacktown Development Unit Class will hold one property with a value of approximately \$15 million, located in Blacktown, New South Wales.

Please refer to the Investment Manager’s ‘Property Selection Criteria’ in section 3.2 & 4.3 for more information about the Investment Manager’s intended approach to portfolio diversification.

Disclosure Principle 5: Related Party Transactions

RG 46.98 – REs that enter into transactions with related parties should describe related party arrangements relevant to the investment decision. The description should address:

- *the value of the financial benefit;*
- *the nature of the relationship (i.e. the identity of the related party and the nature of the arrangements between the parties, in addition to how the parties are related for the purposes of the Corporations Act or ASX listing rules – for group structures, the nature of these relationships should be disclosed for all group entities);*
- *whether the arrangement is on 'arm's length' terms, is reasonable remuneration, some other exception applies, or relief has been granted;*
- *whether Fund member approval for the transaction has been sought and, if so, when (e.g. if member approval was obtained before the issue of interests in the Fund);*
- *the risks associated with the related party arrangement; and*
- *whether the responsible entity is in compliance with its policies and procedures for entering into related party transactions for the particular related party arrangement, and how this is monitored.*

Policies and procedures are in place to mitigate the risk of any actual or perceived conflict of interest, including as a result of a related party transaction - see Benchmark 5 above for more information.

The Administration Manager is a related party of the Responsible Entity. Fees payable to the Administration Manager are detailed in Section 10. While the Responsible Entity reasonably considers the appointment of the Administration Manager to be on arms-length terms but does not guarantee that this is the case.

The Investment Manager and its subsidiaries (related parties) may invest in the Fund.

The Responsible Entity may appoint its related parties or related parties of the Investment Manager from time to time to undertake functions for the Fund, including, for example, the role of property manager or business operator. While not the Investment Manager’s intention for the Fund, the Fund may also purchase properties from parties related to the Investment Manager. Such transaction will only be entered into if it is determined by the Responsible Entity that doing so is in the best interests of investors and on “arms-length” terms or otherwise where the Responsible Entity seeks Investor approval prior to entering into such transactions. Where an Investment Manager proposes that the Fund enter into a transaction with its related party and the terms of the transaction were not previously disclosed to investors, they are required to complete a notification form which initiates the Responsible Entity’s review process.

Section 9.15 provides information about the related party risks associated with investing in the Fund.

Disclosure Principle 6: Distribution Practices

RG 46.102 – If the Fund is making or forecasts making distributions to members, the Responsible Entity should disclose:

- *the source of the current distribution (e.g. cash from operations available for distributions, or from capital, or from unrealised revaluation gains);*
- *the source of any forecast distribution;*
- *whether the current or forecast distribution are sustainable over the next 12 months;*
- *if the current or forecast distribution is not solely sourced from cash from operations (excluding borrowings) available for distribution, the sources of funding and the reasons for making the distribution from these other sources;*
- *if the current or forecast distribution is sourced other than from cash from operations (excluding borrowings) available for distribution, whether this is sustainable over the next 12 months; and*
- *the impact of, and any risks associated with, the payment of distributions from the Fund from sources other than cash from operations (excluding borrowings) available for distribution.*

Unit Class 1 – Unikorn St Martins Village Blacktown Development Unit Class

It is not anticipated that distributions will be made until the completion of the project. After which, it is intended a distribution will be made either from the proceeds of the sale of the property, or should the Investment Manager determine to retain the property in order to maximise rental returns to investors, then distributions will be paid from the rental income received.

Unit Class 2 – Unikorn Cashflow Growth Unit Class

Distributions are intended to be made to Investors in the Fund from rental payments received from tenants of the commercial property owned by the Fund.

Any distributions will be sourced from cash from operations available for distribution and will not be sourced from borrowings or unrealised capital gains.

The amount of distribution income paid to Investors is based on the number of Units held at the end of each distribution period, with reference to the period of the time the investor has held the units and is generally irrespective as to when the Investor was issued with their Units – see section 7.3 for more information about distributions.

Disclosure Principle 7: Withdrawal Arrangements

RG 46.104 – If investors are given the right to withdraw from the Fund, the Responsible Entity should disclose a clear explanation of how investors can exercise their withdrawal rights, including any conditions on exercise. The Responsible Entity should clearly disclose:

- *whether the constitution of the Fund allows investors to withdraw from the Fund, with a description of the circumstances in which investors can withdraw;*
- *the maximum withdrawal period allowed under the constitution for the Fund (this disclosure should be at least as prominent as any shorter withdrawal period promoted to investors);*
- *any significant risk factors or imitations that may affect the ability of investors to withdraw from the Fund, or the Unit price at which any withdrawal will be made (including risk factors that may affect the ability of the Responsible Entity to meet a promoted withdrawal period);*
- *a clear explanation of how investors can exercise their withdrawal rights, including any conditions on exercise (e.g. specified withdrawal periods and Fund liquidity requirements); and*
- *if withdrawals from the Fund are to be funded from an external liquidity facility, the material terms of the facility, including any rights the provider has to suspend or cancel the facility.*

RG 46.105 – Investors should be updated on any material changes to withdrawal rights (such as if the Responsible Entity knows that withdrawal requests will be suspended), through ongoing disclosure.

RG 46.106 – The Responsible Entity should also clearly disclose if investors have no withdrawal rights.

Direct property is by its nature an illiquid asset class and should always be viewed in the context of its long-term returns and diversification benefits within an overall investment portfolio. Typically, investors who allocate to direct property funds make a long-term investment.

Investors should treat the Fund as “illiquid” as there is no automatic right of redemption of Units. Withdrawal terms apply and are subject to the liquidity of the Fund and at the discretion of the Responsible Entity. Investors in the Fund will only be able to withdraw if the Responsible Entity makes a withdrawal offer. The Responsible Entity has no obligation to make a withdrawal offer. See section 6.2 for more information about the Fund’s withdrawal terms.

Unit Class 1 – Unikorn St Martins Village Blacktown Development Unit Class

Once the Minimum Term is reached, Investors will only be able to withdraw from the Unit Class pursuant to withdrawal offers made by the Responsible Entity, which are expected to be made annually.

Where there are insufficient funds to satisfy all Withdrawal Requests pursuant to any withdrawal offer, they will be satisfied on a pro-rata basis and carried over to subsequent withdrawal offers.

Where there is remaining liquidity after a withdrawal offer has been made and all Withdrawal Requests of Investors that have met their Minimum Term have been satisfied, the Responsible Entity may allow investors who have not met their Minimum Term to participate in a subsequent withdrawal offer, in its absolute discretion.

Unit Class 2 – Unikorn Cashflow Growth Unit Class

Once the Minimum Term is reached, Investors will only be able to withdraw from the Fund pursuant to withdrawal offers made by the Responsible Entity, which are expected to be made annually. Given the Investment Manager’s expectation that properties will likely be held for a minimum of 5 years, subject to its divestment strategy (see section 4.5), it is likely that liquidity will be limited for the first 5 years to any additional capital raisings that take place in order to provide liquidity.

Where there are insufficient funds to satisfy all Withdrawal Requests pursuant to any withdrawal offer, they will be satisfied on a pro-rata basis and carried over to subsequent withdrawal offers.

Where there is remaining liquidity after a withdrawal offer has been made and all Withdrawal Requests of Investors that have met their Minimum Term have been satisfied, the Responsible Entity may allow investors who have not met their Minimum Term to participate in a subsequent withdrawal offer, in its absolute discretion.

There is no formal secondary market for Units in the Fund. However, Units in the Fund are transferable subject to certain conditions and the discretion of the Responsible Entity – see section 12.11 for more information.

Disclosure Principle 8: Net Tangible Assets

RG 46.108 – the responsible entity of a closed-end scheme should clearly disclose the value of the net tangible assets (NTA) of the scheme on a per Unit basis in pre-tax dollars.

RG 46.109 – ASIC considers that responsible entities should calculate the NTA of the scheme using the following formula:

$$NTA = \frac{\text{Net assets} - \text{intangible assets} \pm \text{any other adjustments}}{\text{Number of units in the scheme on issue}}$$

RG 46.111 – Responsible entities should also explain to investors what the NTA calculation means in practical terms and how investors can use the NTA calculation to determine the scheme’s level of risk.

The disclosure principle does not apply to this Fund as it only applies to closed-end schemes and this Fund is an open-ended scheme.

Therefore, the original Issue Price for an Investor’s Units varies depending on the timing of when they invested.

The Fund updates its Unit price monthly and updates this on the Responsible Entity’s website www.vascofm.com.

6. Making Investments and Withdrawals

6.1. How to invest

An Application for Units can only be made by completing and lodging the “Application Form” that is attached to this PDS. Instructions relevant to completion of the Application Form are set out in the form.

Before deciding to invest, an investor should thoroughly read the relevant TMD to decide if the Fund is suitable for them.

A completed and lodged Application, together with payment of the relevant application monies, should be returned to the Administration Manager at the address shown on the Application. This will constitute a binding and irrevocable application for the number of Units noted on the Application. If an Applicant’s Application Form is incomplete, the Administration Manager will endeavour to contact the Applicant or their financial advisor to make arrangements to correct the Application Form.

Applications received during each calendar month that are accepted are expected to be processed within 10 Business Days of the end of that month.

The Responsible Entity reserves the right to reject an Application (in whole or in part) without reason, upon which, and ordinarily within 30 days, any application monies received will be returned to the Applicant.

All application monies received will be held in an ‘Applications Account’ until allotment. Any interest earned on application monies will be retained by the Responsible Entity and will not form part of the Fund’s assets.

An Application Form must be received 5 days prior to the last Business Day of the month in order to be considered for processing in that month.

See Section 7.2 for more information about how the Responsible Entity calculates Unit prices.

6.2. How to withdraw

Given the nature of the Fund’s investments, an investment in the Fund should be considered an illiquid investment.

Investors will generally have no rights to withdraw from the Fund prior to the end of their Minimum Term. The Responsible Entity retains the discretion to waive the Minimum Term.

Once the Minimum Term is reached, it is intended that Investors may be able to withdraw from the Fund subject to available liquidity and submitting a valid Withdrawal Request pursuant to a withdrawal offer.

The Responsible Entity expects to make withdrawal offers to investors that have been invested for the Minimum Term on an annual basis subject to available liquidity.

Regarding Unit Class 2 – Unikorn Cashflow Growth Unit Class, and given the Investment Managers expectation that properties will likely be held for a minimum of 5 years, subject to its divestment strategy (see section 4.5), it’s likely that liquidity will be limited for the first 5 years to new application monies.

Withdrawal offers will be published on the Responsible Entity’s website at www.vascofm.com.

Where there are insufficient funds to satisfy all Withdrawal Requests pursuant to any withdrawal offer, Withdrawal Requests will be satisfied on a pro-rata basis for that withdrawal offer and each withdrawal offer thereafter until Investors are fully withdrawn from the Fund.

Unikorn Property Fund

Where there is remaining liquidity after a withdrawal offer has been made and all Withdrawal Requests of Investors that have met their Minimum Term have been satisfied, the Responsible Entity may allow investors who have not met their Minimum Term to participate in a withdrawal offer, in its absolute discretion.

Withdrawal Request forms are available on the Responsible Entity's website, at www.vascofm.com.

Where a Withdrawal Request that has been granted results in an Investor's remaining Units having a value less than \$10,000, the Responsible Entity may treat the Withdrawal Request as also relating to the balance of the Investor's holding.

Units that are redeemed will be redeemed at the Withdrawal Price – see section 7.3 below for more details.

Any withdrawal amount will be deposited to the Investor's nominated account at a bank or other financial institution. The Responsible Entity will not make payments to any third-party nominated accounts.

Investors should allow up to 2 Business Days for any domestic electronic funds transfers to a bank and up to 3 Business Days for any domestic electronic funds transfer to a credit union account. International funds transfers may take longer.

Investors should obtain professional taxation advice in relation to the taxation implications of any Unit redemption as the individual tax position of Investors can vary depending on their circumstances.

7. Units, Unit Pricing and Distributions

7.1. Units in the Fund

This PDS invites Applicants to apply for Units in the Unit Class of the Fund. Each Unit represents an interest in the assets of the particular Unit Class proportionate to the total number of Units on issue in that Unit Class but does not entitle the Investor to any particular asset of the Unit Class or any other Unit Class of the Fund.

A Unit entitles an Investor to receive a proportion of any returns generated by the Unit Class, which is determined by reference to the number of Units an Investor holds on the last day of the distribution period. Distributions are expected to be calculated on a calendar quarterly basis – see section 7.3 below for more information.

It is intended that Units will be issued as at the first day of each month. Investors will ordinarily be sent an acknowledgement statement confirming the issuance of their Units within ten Business Days following the end of the month in which their completed Application Form (accompanied by payment of application money in cleared funds) is received.

An Application Form must be received 5 days prior to the last Business Day of the month in order to be considered for processing in that month. See section 6.1 for more information on how to apply for Units.

7.2. How Unit prices are calculated

Units will be issued at the Issue Price and redeemed at the Withdrawal Price, calculated in accordance with the Constitution.

Other than the Issue Price for the first Unit issues (which will be at \$1 per Unit), both the Issue Price and Withdrawal Price are calculated by dividing the net asset value of the Fund by the number of Units on issue, then adding a buy spread in the case of the Issue Price, and subtracting a sell spread in the case of the Withdrawal Price. See section 10 for more information on buy and sell spreads.

The Issue Price and Withdrawal Price are calculated monthly as at the last day of the calendar month (or at such other intervals as the Responsible Entity determines) and carried over to the first day of the next month being the date as at when Units are issued and redeemed.

The Issue Price for Applications received in June, July and August each year may be determined on an interim basis before being finalised following the completion of the annual audit of the Fund's financial accounts in September of each year.

Unit prices are available at www.vascofm.com. The Unit Price that will apply to your Application or Withdrawal Request may be different from that on the website as the one that will apply will be the one calculated after you submit your Application or Withdrawal Request.

The Unit price of any Units you hold is subject to change, depending on the value of the assets held by the Fund which will change from time to time.

Where the Responsible Entity applies its discretion to Unit pricing using its powers under the Fund's Constitution it acts in accordance with its Unit Pricing Policy, available on request at no charge by contacting the Responsible Entity.

Please note in the event of an error in Unit prices resulting in an overpayment to Investors, the Responsible Entity has the right to deduct the value of any overpayment otherwise owed to Investors from either distributions or withdrawals, at its discretion. In the event that the Responsible Entity is unable to recover any amount of overpayment from an Investor, that amount would lead to a decrease in the value of the Fund's Units.

7.3. Distribution payments

Unit Class 1 – Unikorn St Martins Village Blacktown Development Unit Class

The Responsible Entity intends to calculate distributions of income at the completion of the project.

Distributions will be calculated based on the number of Units on issue at the time a distribution is calculated.

The Investment Manager may retain from amounts available for distribution such amounts as it considers necessary for reserves, management fees, taxes, and expenses of the Fund, which may result in no distributions being made despite surplus cash existing. Pending distribution to Investors, the Fund may invest in cash and cash equivalents (i.e., acceptable bank deposits) or such other similar creditworthy and liquid investments as determined by the Fund.

Unit Class 2 – Unikorn Cashflow Growth Unit Class

The Responsible Entity intends to calculate distributions of income at the end of each calendar quarter.

Distributions of income up to the performance benchmark of 6% will be paid annually as an interim distribution, and if there is any surplus, the surplus will be paid in the final financial quarter.

The Responsible Entity expects that distributions should be paid within 120 days of the end of each quarter, however it generally expects to pay them within 30 days of the end of the September, December and March calendar quarter and within 90 days of the end of the June calendar quarter.

Distributions will be calculated based on the number of Units on issue at the time a distribution is calculated.

8. Roles and Responsibilities

8.1. Investment Manager

Unikorn Capital Pty Limited (**Unikorn Capital**) is the Investment Manager of the Fund and each of the Sub-Funds.

The main responsibility of the Investment Manager is to market the Fund and manage the Fund's investments.

Unikorn Capital was established to capitalise on the experience of its directors both in investing in, and construction of, commercial property. The Fund is premised on the idea of giving everyday investors access to high quality yielding commercial properties that generate a range of returns (see Section 4.3 for more details) that would otherwise be out of reach for them based on the high purchase price.

Unikorn St Martins Village Blacktown Development Unit Class

This Unit Class of the Fund will purchase a shopping centre in Blacktown and look to maximise the potential of the site by demolishing and rebuilding the property, thereby looking to enhance both rental yields and capital growth.

The Investment Manager's role will include:

- Managing the end of existing leases
- Preparing plans
- Engaging of appropriate consultants
- Seeking of approvals
- Ultimately re-construction of the new building

Unikorn Cashflow Growth Unit Class

Through a diversified investment approach where there is a balance of cash flow and growth investing in key assets such as medical, childcare, industrial and storage facilities, Investors are able to spread their risk amongst different asset classes throughout Australia.

The main aim of the Fund is to deliver front end cash flow and back-end growth so Investors get the best of both worlds.

Unikorn Capital management team includes:

- **Helen Tarrant, Director**
 - Helen is a successful commercial property investor who has built with her husband a commercial property portfolio of over \$10 million dollars within 5 years.
 - Through her other business interests apart from the Fund, Helen has been investing and educating clients in commercial property since 2012, building a community of active commercial property investors through both direct investment as well as private investor groups with investments from \$500k to \$5 million.
 - Helen is passionate about changing people's lives through commercial property investment and has helped numerous students in finding the right commercial property with both security and confidence.
- **Stephen Johnson, Director**
 - Stephen Johnson was educated at Sydney Grammar in Sydney. He left school in 1987 and completed his pilot license training at Bankstown Airport.

- Stephen decided to join his father in his commercial construction company which was established in 1956, whilst studying law at Sydney University at night.
- Stephen and his family have been in commercial construction for over half a century, with the family run construction business having built in excess of \$500 million worth of commercial and residential buildings, including: 2 security classified buildings for the Navy at Garden Island, a 45,000m² warehouse at Moorebank for the army, tunnels under roads, hospitals, schools, retirement villages, warehouses, townhouses, shops, and telephone exchanges.
- More recently Stephen's family run construction business has constructed some luxury houses, one in excess of \$50 million.
- Stephen has been investing in both residential and commercial properties, with a portfolio in excess of \$10 million.

8.2. Responsible Entity

Vasco Responsible Entity Services Limited is the responsible entity of the Fund (**Responsible Entity**). The Responsible Entity is the holder of an Australian Financial Services Licence (No. 434533).

The main responsibilities of the Responsible Entity are to ensure the Fund is operated in accordance with the Constitution, this PDS and to ensure compliance with Australian law. Importantly, Responsible Entity is required to have regard to the best interests of Investors in all decisions that it makes with respect to the Fund.

The Responsible Entity is part of an investment services group (**Vasco**) that provides responsible entity, trustee, and fund administration services to Australian and international investment managers.

The Vasco team have significant experience in the Asia Pacific region in the management of equity funds, fixed income funds, REITs, private equity real estate funds, real estate securities funds, and mortgage and real estate debt funds. Some of the funds Vasco's executives have developed include the \$3 billion Australian Unity Healthcare Property Trust ARSN 092 755 318 and the \$1.5 billion AIMS Industrial REIT listed on the Singapore Securities Exchange.

Certain directors of the Responsible Entity were responsible for establishing the Australian Unity Funds Management Limited and Macarthur Cook Limited real estate funds management businesses.

Clients of Vasco have included the Golden Age Development Group, Infrastructure Partners Investment Fund, Vital Healthcare Property Fund, EMR Capital Pty Ltd, Phillip Asset Management Limited and Morgan Stanley Real Estate.

8.3. Custodian

The Responsible Entity has appointed Perpetual Corporate Trust Limited (**Perpetual Corporate Trust** or **Custodian**) as an independent custodian to hold the assets of the Fund. The Responsible Entity has appointed the Custodian under a custodian agreement. The Custodian's role is to hold the assets in its name and act on the direction of the Responsible Entity to effect cash and investment transactions.

Perpetual Corporate Trust is a leading provider of corporate trustee services to the funds management and debt capital markets industry. This includes acting as trustee and responsible entity for a broad range of investment funds across multiple asset classes as well as investment management and accounting services for managed investment trusts. In the debt capital markets, Perpetual Corporate Trust provides trustee, trust management, document custody and data services for mortgage and asset backed securitisation programs for major banks, large financial institutions and non-bank lenders.

Perpetual Corporate Trust was not involved in the establishment of the PDS and is not accountable for the performance of the Fund.

The Custodian's role as custodian is limited to holding the assets of the Fund. The Custodian has no supervisory role in relation to the operation of the Fund and has no liability or responsibility to an Investor.

To the maximum extent permitted by law, the Custodian expressly disclaims and takes no responsibility for any part of this PDS other than the references to its name. The Custodian does not guarantee the repayment of capital or any particular rate of capital or income return.

The Custodian has not withdrawn its consent to be named in this PDS as custodian of the Fund in the form and context in which it is named.

The Custodian does not make, or purport to make, any statement that is included in this PDS and there is no statement in this PDS which is based on any statement by the Custodian.

8.4. Administration Manager

Vasco Fund Services Pty Limited (**Administration Manager**) as the administration manager of the Fund and the Sub-Funds. The Administration Manager will be responsible for the provision of administration services to the Fund, including processing Applications, Fund accounting and unit registry maintenance.

Vasco Fund Services Pty Limited is also part of the Vasco group of companies and provides professional fund administration services.

8.5. Trustee

DHF Investment Services Pty Ltd (**Trustee**) is the trustee of the Sub-Funds.

DHF Investment Services is also part of the Vasco group of companies and provides professional trustee services.

8.6. Financial Auditor and Compliance Plan Auditor

Grant Thornton Audit Pty Ltd has been appointed by the Responsible Entity to audit the Fund's financial statements and audit the Compliance Plan for the Fund on an annual basis.

9. Risks

All investments involve varying degrees of risk.

While there are many factors that may impact on the performance of any investment, the section below summarises the significant risks that prospective investors should be aware of when investing in the Fund.

Before investing, prospective investors should consider whether the Fund is a suitable investment, having regard to their personal investment objectives, financial position, particular needs and circumstances. Apart from reading this PDS, Prospective investors should also read the relevant TMD.

Prospective investors should also consider and take into account the level of risk with which they are comfortable, the level of returns they require, as well as their frequency and nature and their investment time horizon. Prospective investors should seek professional advice in setting their investment objectives and strategies.

The risks described below are not exhaustive and any risk described in this PDS may have a material effect on the performance and value of the Fund.

Importantly, prospective investors should note that the value of an investment in the Fund, and any income received by Investors, may rise or fall and, consequently, Investors may suffer losses (including the loss of all of their capital investment in the Fund).

9.1. Investment risk

The value of an investment may rise or fall, distributions may or may not be paid and an Investor's capital may or may not be returned.

9.2. Fund risk

The Fund could terminate, or the fees and expenses paid from the assets of the Fund could change. There is also the risk that investing in the Fund may give different results than investing in the underlying assets of the Fund directly because of possible impairment charges in the Fund and the potential consequences of withdrawal by other Investors.

9.3. No guarantee of performance or representations made by Responsible Entity or Investment Manager

None of the Responsible Entity, the Investment Manager nor any other person or entity guarantees any income or capital return from the Fund.

9.4. Risks associated with the performance of the Investment Manager

The success of the Fund is dependent on the Investment Manager identifying suitable properties for the Fund to purchase, then managing those properties effectively to ensure any returns generated are maximised. If the Investment Manager is unable to achieve this, then this may adversely affect the Fund's returns.

9.5. Limited operating history risk

The Fund is a newly formed managed investment scheme with no operating history upon which Investors can evaluate its likely return. There can be no assurance the Fund will achieve any of its investment objectives, or an Investor's investment objectives.

9.6. Legal and Regulatory Risk

There is a risk that domestic or international laws or regulations may change, adversely impacting the regulation of the Fund and resulting in additional costs and/or less rigorous regulatory supervision of transactions and the reporting that is performed.

Legal risk also includes the risk of losses occurring as a result of legal issues, principally losses arising out of the non-enforceability or non-enforcement of contracts. Non-enforcement may arise from insufficient documentation, insufficient capacity or authority of a counterparty, uncertain legality or unenforceability resulting from bankruptcy or insolvency.

9.7. Fees and expenses

The Fund will incur fees and expenses regardless of whether it is successful. The Fund will pay Investment Management fees, Responsible Entity fees, Trustee fees, administration fees and other fees and expenses whether or not it receives returns.

In addition, the Fund will also be required to pay those fees and other expenses whether the funds raised are fully utilised or not. The Fund must therefore ensure that sufficient liquidity is maintained in order to meet these and other expenses.

The Responsible Entity and the Investment Manager expect to incur significant costs and expenses in seeking to source, evaluate, structure, negotiate, close, monitor and exit an investment including, but not limited to, financial, legal, technical, regulatory and commercial advisers, engaged to assist the Responsible Entity and the Investment Manager. There can be no assurance that the Fund will be successful in being able to recover these fees and expenses from a successfully closed investment. These amounts may be significant and could have an adverse impact on the return that Investors might otherwise realise.

9.8. Changing Economic Conditions

A downturn in the economy may affect the value or performance of a property held by the Fund.

9.9. Tenancy risk

The business conditions for tenants may change adversely, which may result in tenants seeking rental assistance, defaulting on rental payments, abandoning leases, or not renewing leases on expiry. A reduction in rental income received by the Fund may impact the level of distributions it can make and may reduce the value of its assets.

9.10. Property maintenance

In the day-to-day operations, allowances are made for known capital works and maintenance of the properties. However, unforeseen repairs or capital works may be required, which may reduce the amount of income available for distribution.

9.11. Development and construction risk

The Fund will be primarily investing in property development projects which are subject to risks which can affect the returns available to Investors such as:

- the inability to obtain appropriate or sufficient government planning approval to undertake a successful development of a property;

- cost overruns and costs to complete any construction work may be more than forecast and additional capital may need to be sourced;
- completion of buildings under contract could be delayed due to the fault of the developer or other unforeseen events;
- development and construction can be subject to external influence over which the Fund has little or no control;
- latent conditions identified within a project;
- inclement weather; and
- material and labour market conditions; and general market conditions deteriorating.

9.12. Liquidity risk

An investment in the Fund should be considered an illiquid investment. While the Investment Manager's expectation is that the Responsible Entity will be able to provide withdrawal offers, to Investors that have been invested for the Minimum Term, on an annual basis, there is no guarantee that there will be sufficient liquidity for such offers to be made. Property assets tend to be less liquid than other forms of investment and it may take considerable time to sell a property and redeem the Units.

Investors in the Fund will only have limited opportunities to withdraw their investment as outlined in section 6.2. In addition, there will not be any established secondary market for Units. This may represent a risk to you in the event that you require the return of your investment more urgently.

9.13. Interest rate risk

There is a risk that unfavourable movements in interest rates may lead to increased interest expenses. This may result in a reduction to the distributions available to Investors, or failure by the Fund to meet interest obligations on its borrowings. Where any fixed rate borrowings reach their maturity, interest rates may have increased and the Investment Manager may not be able to extend or refinance those borrowings at the same fixed rates. This would lead to increased interest costs for the Fund and therefore it may have a negative impact on Investors' returns.

9.14. Borrowing and gearing risk

The Responsible Entity may combine Investors' money with borrowed money in the Fund and invest the combined amount in a property. This process, known as gearing, magnifies the effect of gains and losses on your investment and is considered more risky than similar investments that are not geared.

If property values or rental income fall significantly the Fund may be unable to meet its loan covenants which may result in the sale of Fund assets.

In addition to the property risks outlined above, changes to interest rates or lender credit margins impact borrowing costs and ultimately impact the level of income you receive.

There is also a risk that the Responsible Entity may not be able to refinance its borrowings when borrowing facilities mature. If this occurs, the Fund may lose value from selling assets in poor market conditions in order to repay the borrowed amount.

The Investment Manager's intended approach is to actively manage the Fund's borrowings in conjunction with the lenders to help manage this risk.

9.15. Related party transactions risk

The Investment Manager is not a related party of the Responsible Entity. The contractual arrangements between the Responsible Entity and the Investment Manager are negotiated at arm's length between the parties.

The Responsible Entity may from time-to-time enter into transactions with related entities.

Stephen Johnson, who is a Director of the Investment Manager, is also a director and owner of SJ Constructions International Pty Ltd, which is the builder which will be engaged to construct and project manage the St Martins Village Blacktown project.

Gregory Lazarus, the sales agent for the project has worked with clients of Unikorn Capital for some years as a managing agent.

The Administration Manager is a related party of the Responsible Entity and is appointed pursuant to an Administration Agreement. While the fee terms of this agreement are considered in line with market rates, this agreement has not been independently reviewed and the Responsible Entity does not guarantee that it is made on arms-length terms.

The Responsible Entity may appoint its related parties or related parties of the Investment Manager from time to time to undertake other functions for the Fund, including, for example, the role of property manager. While not the Investment Manager's intention for the Fund, the Fund may also purchase properties from parties related to the Investment Manager. Such transaction will only be entered into if it is determined by the Responsible Entity that doing so is in the best interests of investors and on "arms-length" terms or otherwise where the Responsible Entity seeks Investor approval prior to entering into such transactions. It is not the responsibility of the Responsible Entity to assess the merits of each investment recommended by the Investment Manager, but rather to review that each investment is contemplated by this PDS and the Fund's Constitution.

The Responsible Entity does not directly manage the properties in which the Fund invests, and this role, where relevant, will be undertaken by the Investment Manager.

The Responsible Entity will rely solely on the confirmation of the Investment Manager that the Fund's investments are made in accordance with the guidelines it has specified in this PDS, as updated from time to time, and that any investment is made on arms' length terms. Further, the Responsible Entity will not undertake any independent review that this is in fact the case. Accordingly, the Responsible Entity does not guarantee that these transactions will be entered into on arm's length terms.

By investing in the Fund, Investors acknowledge that the Investment Manager is responsible for making investment decisions for the Fund and that the investments entered into by the Fund may not be on arm's length terms. Investors also acknowledge that they have made their own independent investigations to satisfy themselves of the benefit of becoming an Investor in the Fund.

9.16. Valuation risk

This is the risk that the valuation of the investments contemplated by the Fund are inaccurate at the time of deciding to invest so that the amount realised on exit is less than would have been expected had the valuation been correct. There is also the risk that where a professional valuer is used who provides an inaccurate valuation, that valuer does not have or no longer has adequate professional indemnity insurance to cover the valuation on which the lender relies.

9.17. Insurance risks

Various factors might influence the cost of maintaining insurance over the properties, or the extent of cover available. Increased insurance costs, or limits on cover, can have a negative impact on the performance of the Fund. There are also some potential losses that cannot be insured at commercially reasonable rates, or at all, including force majeure events.

9.18. Force majeure events

There is a risk that force majeure events, such as natural phenomena and terrorist attacks, may affect the properties for which insurance is not available or for which the Fund does not have insurance cover. Should such an event occur, a loss will result which will have a negative impact on the income and capital value of the Fund. Occurrence of these events could also lead to insurance becoming unavailable for such events in the future, or premiums increasing above levels expected by the Investment Manager.

9.19. Approval risk - Unit Class 1 - Unikorn St Martins Village Blacktown Development Unit Class

There is a risk that development approval for the Unikorn St Martins Village Blacktown Development project is rejected. In this instance, the Investment Manager will continue to operate the centre in its current format while appealing to the Land and Environmental court (if necessary). Any fees incurred (including legal) in respect to appealing the development decision (if rejected) will be incurred and payable personally by the Investment Manager.

9.20. Tax risks, including income tax, duty and land tax risks

The effect of tax on Investors is complex and the summary in Section 11 of this PDS is general in nature. Investors should seek professional tax advice specific to their own circumstances before investing in the Fund.

There is a risk that the Australian federal and state / territory tax laws at the date of publication of this document, including applicable case law and published guidance by the ATO and state / territory revenue authorities, could change and changes can be adverse.

Tax and duty considerations taken into account by the Responsible Entity in preparing this PDS are based on current law and the practices of relevant tax and revenue authorities, all of which are subject to change or to differing interpretations. Prospective investors should note that any such change could have retrospective application, resulting in tax and duty consequences different from those taken into account by the Responsible Entity. There can be no assurance that these considerations will ultimately be sustained in the event of challenge by the relevant tax or revenue authorities.

Additionally, as the Fund is likely to acquire or hold interests in land (including indirect holdings), duty (including landholder duty, trust acquisition duty and foreign purchaser surcharge duty) may apply on the acquisition of interests in the Fund (including by way of issue, transfer or redemption of Units). The acquirer or holder of the Units is generally primarily liable to pay the duty. This is in addition to any duty that the Fund may incur in acquiring interests in a property or other land interests.

9.21. Concentration risk: Unit Class 1 - Unikorn St Martins Village Blacktown Development Unit Class

Generally, the more diversified a portfolio, the lower the impact that an adverse event affecting one investment will have on the income or capital value of the portfolio. The Unikorn St Martins Village Blacktown Development Unit Class will own a single property and is not diversified by asset class, geographic location of properties or exposure to different property sectors.

9.22. Settlement risk

Over time, the Fund may purchase additional properties, and as such contracts will be entered into by the Responsible Entity or a related entity for their acquisition. There is a risk that the acquisition of properties may not settle when expected. This may impact the Fund's performance.

9.23. Disputes and defaults

In the ordinary course of its operations, the Fund may be involved in disputes and possible litigation with tenants or other service providers. There exists a risk that a material or costly dispute or litigation could affect the amount of expected income of the Fund.

9.24. Investment Manager risk

The Investment Manager is responsible for providing investment management services to the Fund and for managing the Fund's investments on a day to day basis. If the Investment Manager fails to do so effectively, then this could negatively affect the Fund's performance. In particular, there is a risk that the Investment Manager may fail to anticipate movements in the property market, fail to manage the investment risks appropriately or fail to properly execute the Fund's investment strategy. These factors could have an adverse impact on the financial position and performance of the Fund.

9.25. Fund structure and classes of Units

There will be at least three classes of Units issued in the Fund. Whilst all reasonable efforts have been made to ensure that the separate classes of Units issued in the Fund do not affect the other, there can be no guarantee that this will be the case.

By way of example, if litigation is commenced against the Responsible Entity in relation to one of the classes of Units, then this could have an adverse impact on Investors in the other classes of Units. In addition, if external administrators were appointed over the Responsible Entity in relation to one of the classes of Units, then this could also impact Investors in the other classes of Units. Finally, if there was a significant tax liability levied on the Responsible Entity in relation to the investments of one of the classes of Units and there were insufficient assets in that class of Units to pay for that liability, then the Responsible Entity may be forced to utilise the assets of other classes of Units to meet that liability.

In addition, because of the nature of the Fund, there may be some limited tax blending across the different classes of Units. Importantly, this means that you may be required to pay tax on income from the Fund even though you have not received that income from the Fund. Investors should seek their own independent taxation advice before deciding to invest in the Fund.

9.26. Cyber security risk

Investors should be aware that while the Responsible Entity has implemented technologies, processes, and practices designed to protect its networks, devices, programs, and data (or IT systems), such IT systems may still be subjected to malicious attack, damage, or unauthorised access.

Such IT systems may include the storage of information concerning an Investor's identity, financial interests or other personal details provided to the Responsible Entity in connection with their investment in the Fund.

In the event serious harm is a likely outcome of a breach of the Responsible Entity's IT systems, the Responsible Entity or Investment Manager (as may be required) will notify the affected individuals and recommend steps that ought to be taken in response to the breach. The Responsible Entity may also be required to notify any regulatory authority as required by law.

9.27. Market risk

Market risk is a generic term to describe the risk factors affecting the securities markets generally that could adversely affect the value of investments in the Fund. These factors include inflation rate increases, real or perceived unfavourable market conditions, investor behaviour, economic cycles and climate, movements in interest rates and foreign exchange rates, changes in domestic and international economic conditions which generally affect business earnings, political and natural events and changes in governments monetary policies, taxation and other laws and regulations.

9.28. Changes of law and regulatory risk

Changes in laws, or their interpretation, including taxation and corporate regulatory laws, practice and policy could have a negative impact on the operation of the Fund and returns to Investors.

9.29. Operational risk

There is a risk of loss resulting from inadequate or failed internal processes, people and systems, or from external events. Adverse impacts may arise internally through human error, technology, or infrastructure changes, or through external events such as third party failures or crisis events. The Responsible Entity has procedures in place to manage these risks and, as much as possible, monitor the controls within these procedures to ensure operational risks are adequately managed.

9.30. Other risks

It is important to note that not all risks can be foreseen. It is therefore not possible for the Investment Manager to protect the value of the Fund's investment from all risks. Investors should ensure they obtain appropriate professional advice regarding the suitability of an investment in the Fund having regard to their individual circumstances, including investment objectives, their level of borrowings, their financial situation and individual needs.

Whilst the Responsible Entity and Investment Manager have taken steps to ensure that the information presented in this PDS is correct, it is possible that due to factors such as the passage of time or the uncertainty in forecast details that the information contained in this PDS may be inaccurate at a later time.

The performance of this investment, the repayment of capital or of any particular rate of return, is not guaranteed by the Responsible Entity, the Investment Manager, their directors or their associates.

We strongly recommend that Investors obtain independent financial advice before investing in the Fund.

10. Fees and Other Costs

This section sets out the fees and other costs that may be incurred by the Fund. You should read all information about fees and costs carefully as it is important to understand their impact on your investment.

Consumer Advisory Warning

DID YOU KNOW?

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

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

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

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

TO FIND OUT MORE

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

10.1. 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 managed investment scheme as a whole.

Taxes are set out in section 11 of this document.

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

Unikorn Property Fund

Fees and costs summary

<i>Unikorn Property Fund</i>		
Type of fee or cost ¹	Amount ²	How and when paid
Ongoing annual fees and costs		
Management fees and costs The fees and costs for managing your investment	Responsible Entity fee: <ul style="list-style-type: none"> • 0.31% per annum of the GAV of the Fund up to and including \$100m, plus • 0.21% per annum of the GAV of the Fund on amounts greater than \$100m and less than \$200m, plus • 0.10% per annum of the GAV of the Fund on amounts greater than \$200 million, subject to an annual minimum fee of \$73,150. <i>Based on \$10m GAV ongoing responsible entity fee of 0.721% per annum of the Fund's gross asset value (GAV).^{3,4}</i>	Calculated based on the GAV of the Fund as at the end of each calendar month. This fee accrues daily and is payable monthly in arrears out of the Fund's assets from the establishment of the Trust.
	<i>Regulatory recovery levy of 0.03% per annum of the Fund's GAV.^{3,6}</i> <i>Document review fee of 0.03% per annum of the Fund's GAV.⁵</i>	Calculated based on the GAV of the Fund and is payable in arrears annually on 1 January each year. A fee of \$784 is payable in respect of each set of property acquisition documents that requires the Responsible Entity's review and execution. It is payable from the Fund's assets as incurred.
	Sub-Fund Trustee fees <i>Ongoing trustee fee of 0.08% per annum of the Fund's GAV per Sub-Fund.⁵</i> <i>Document review fee of 0.03% per annum of the Fund's GAV.⁵</i>	Payable in equal monthly instalments from the relevant Sub-Fund's assets. A fee of \$784 is payable from the relevant Sub-Fund's assets following completion of the Sub-Fund Trustee's review and/or execution of transaction documents.

Unikorn Property Fund

<i>Unikorn Property Fund</i>		
Type of fee or cost ¹	Amount ²	How and when paid
	<p>Investment Manager fee 1.54% per annum of the GAV of the Fund.^{3,5}</p>	Payable to the Investment Manager monthly in arrears out of the Fund's assets from the date Units are first issued pursuant to this PDS.
	<p>Expenses 1.17% per annum of the GAV of the Fund.^{3,4}</p>	Generally paid as incurred or reimbursed to the Responsible Entity or Investment Manager (if applicable) from the Fund's assets.
<p>Performance fees Amounts deducted from your investment in relation to the performance of the product</p>	<p>Unit Class 1 – Unikorn St Martins Village Blacktown Development Unit Class Estimated to be nil for the current financial year adjusted to reflect a 12-month period.</p> <p>Unit Class 2 – Unikorn Cashflow Growth Unit Class Estimated to be nil for the current financial year adjusted to reflect a 12-month period.</p>	<p>The Investment Manager is entitled to a performance fee of 30% of the excess return generated over an IRR hurdle of 30% p.a. (after all fees and expenses) generated by the Fund each financial year.</p> <p>Performance fees are calculated and accrued quarterly and payable to the Investment Manager on an annual basis out of the Fund's assets.</p> <p>The Investment Manager is entitled to a performance fee of 20% of the excess return generated over an IRR hurdle of 10% p.a. (after all fees and expenses) generated by the Fund each financial year.</p> <p>Performance fees are calculated and accrued quarterly and payable to the Investment Manager on an annual basis out of the Fund's assets.</p>
<p>Transaction costs The costs incurred by the scheme when buying or selling assets</p>	<p>Unit Class 1 – Unikorn St Martins Village Blacktown Development Unit Class Estimated to be 2.35% of the GAV of the Fund.^{3,6}</p> <p>Unit Class 2 – Unikorn Cashflow Growth Unit Class Estimated to be 2.09% of the GAV of the Fund.^{3,6}</p>	Transaction costs are paid at the time of purchasing or selling of investment assets out of the Fund's assets.

Unikorn Property Fund

<i>Unikorn Property Fund</i>		
Type of fee or cost ¹	Amount ²	How and when paid
Member activity related fees and costs (fees for services or when your money moves in or out of the scheme)		
Establishment fee The fee to open your investment	Nil	Not applicable
Contribution fee The fee on each amount contributed to your investment	Nil	Not applicable
Buy-sell spread An amount deducted from your investment representing costs incurred in transactions by the scheme	Unit Class 1 – Unikorn St Martins Village Blacktown Development Unit Class Nil. Unit Class 2 – Unikorn Cashflow Growth Unit Class A 6% buy spread is applied to the issue price and a 2% sell spread is applied to the redemption price.	Not applicable The buy/sell spread will be factored into the Issue Price or Withdrawal Price calculation on the issue or redemption of Unikorn Cashflow Growth Unit Class Units.
Withdrawal fee The fee on each amount you take out of your investment	Nil	Not applicable
Exit fee The fee to close your investment	Nil	Not applicable
Switching fee The fee for changing investment options	Nil	Not applicable

1. See “Additional explanation of fees and costs” below for further details as to fees and costs you may be charged.
2. All fees are inclusive of GST (less any applicable input tax credits) and stamp duty.
3. Based on the gross value of the Fund’s assets being \$10 million after the Fund’s first full financial year of operations.
4. This amount assumes no Abnormal Expenses have been incurred by the Fund. Any Abnormal Expenses will be paid from the assets of the Fund and may result in an amount greater than the management fees and costs shown in the table above.
5. Please refer to additional fees and costs in section 10.4.
6. This amount is an estimate of the transaction costs that will apply for the current financial year of the Fund adjusted to reflect a 12-month period, on the assumption that the GAV of the Fund is approximately \$10,000,000 at the end of the Fund’s first full year of operations. The Transaction costs are made up of acquisition fees and debt origination fees. This amount is net of any amounts recovered by the buy-sell spread.

10.2. Example of annual fees and costs of the Unikorn St Martins Village Blacktown Development Unit Class

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

EXAMPLE -	AMOUNT ¹	BALANCE OF \$50,000 WITH A CONTRIBUTION OF \$5,000 ² DURING THE YEAR
Contribution fees	Nil	For every \$5,000 you put in, you will be charged \$0.

PLUS Management fees and costs	1.88%	And , for every \$50,000 you have in the Unikorn Cashflow Growth Unit Class, you will be charged or have deducted from your investment \$940 each year.
PLUS Performance fees	0% per annum of the gross asset value of the Fund.	And , you will be charged or have deducted from your investment \$0 in performance fees each year.
PLUS Transaction costs	2.35% per annum of the gross asset value of the Fund.	And , you will be charged or have deducted from your investment \$1,175 in transaction costs.
EQUALS Cost of Unikorn St Martins Village Blacktown Development Unit Class		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 from: \$2,115*² What it costs you will depend on the investment option you choose and the fees you negotiate.

1. These figures have been rounded to two decimal places where appropriate. These amounts represent the percentage of the Fund's estimated management fees and costs, performance fees and transaction costs to the Fund's total average gross assets for the Fund's first year. These amounts change over time as the costs of managing the Fund change. Further information is included in section 10.4 'Additional explanation of fees and costs'.
2. Depending on the time during the year when you make the additional contribution.

10.3. Cost of product for 1 year for the Unikorn Cashflow Growth Unit Class

The cost of product gives a summary calculation about how ongoing annual fees and costs can affect your investment over a 1-year period for all investment options. It is calculated in the manner shown in the Example of annual fees and costs.

The cost of product assumes a balance of \$50,000 at the beginning of the year with a contribution of \$5,000 during the year. (Additional fees such as an establishment fee or an exit fee may apply: refer to the Fees and costs summary for the relevant option.)

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

Unikorn Cashflow Growth Unit Class	Cost of product^{1,2} \$1,985
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10.4. Additional Explanation of Fees and Costs

Management fees and costs

The management fees and costs disclosed in the Fees and Costs Summary, contain a number of components, as set out below:

1. Responsible Entity fees

The Responsible Entity charges the following fees in accordance with the Constitution:

- a) The Responsible Entity is entitled to receive a once off establishment fee of \$27,693 for its work involved in establishing the Fund in accordance with the Constitution. The establishment fee has already been paid to the Responsible Entity in full.

- b) The Responsible Entity is entitled to a responsible entity fee, paid monthly in arrears, of:
- i) 0.31% per annum of the gross asset value (**GAV**) of the Fund up to \$100m; plus
 - ii) 0.21% of the GAV of the Fund greater than \$100m and less than \$200m; plus
 - iii) 0.10% p.a. on GAV greater than \$200m.
- The Responsible Entity fee is subject to a minimum fee of \$73,150 per annum and is subject to an increase of 2.5% per annum on 1 January each year.
- c) The Responsible Entity is entitled to a regulatory recovery levy of \$2,613 plus \$75 per \$1 million of GAV. This fee is payable in arrears from the Fund's assets annually on 1 January each year and is subject to an annual review by the Responsible Entity based on the actual costs of the ASIC industry levy, professional indemnity insurance and external dispute resolution membership costs incurred by the Responsible Entity and attributable to the Responsible Entity's appointment as responsible entity of the Fund.
- d) The Responsible Entity is entitled to a document review fee of \$784 for each set of property acquisition documents that requires the Responsible Entity's review and execution. This fee is payable as incurred from the Fund's assets.
- e) The Responsible Entity is entitled to receive a retirement fee if it retires or is removed as responsible entity for the Fund. The retirement fee is equal to \$19,988 plus an amount equal to the fee that the Responsible Entity would have received for the balance of a four-year minimum term (calculated based on the amount of that fee the Responsible Entity was receiving immediately prior to the removal or replacement). The fee is payable on the day before the Responsible Entity is removed or retires as the responsible entity of the Fund and is payable out of the Fund's assets.

2. Sub-Fund Trustee fees

- a) The Trustee of the Sub-Funds is entitled to receive an annual fee of \$7,838 in respect of each Sub-Fund. This fee is payable out of the applicable Sub-Fund's assets to the Trustee in equal monthly instalments.
- b) The Trustee is entitled to receive a transaction review fee of \$784 for each set of transaction documents requiring the Trustee's review and execution. This fee is payable as incurred from the relevant Sub-Fund's assets.

3. Investment Manager fees

The Investment Manager is entitled to an investment management fee of 1.54% per annum of the gross asset value of the Fund's assets, which is calculated and payable to the Investment Manager quarterly in arrears from the Fund's assets.

In addition, the Investment Manager shall be entitled to an acquisition fee and debt arrangement fee as dictated in the transaction fee section (10.4) of the Product Disclosure Statement.

Unit Class 1 – Unikorn St Martins Village Blacktown Development Unit Class

The Investment Manager is entitled to the following fees:

- 2.09% acquisition fee. The acquisition fee is 2.09% of the purchase price of the property.
- 0.26% debt origination fee. The debt origination fee is 0.26% of each loan amount (if any).

Unit Class 2 – Unikorn Cashflow Growth Unit Class

The Investment Manager is entitled to the following fee:

- 2.09% acquisition fee. The acquisition fee is 2.09% of the purchase price of real property investments.

4. Expenses

The expenses are costs incurred by the Responsible Entity in the establishment and operation of the Fund and includes fees payable to the Custodian, Administration Manager and Auditor, incidental expenses of the Investment Manager and also other administrative expenses such as accounting and legal advice, audit fees, insurances, consulting fees, costs relating to Investor meetings and registry fees.

The Responsible Entity reasonably estimates the Fund's expenses to be 1.17% per annum of the gross asset value of the Fund, for the current financial year. This estimate does not include abnormal operating expenses which are due to abnormal events that the Responsible Entity does not foresee at the date of this PDS, such as the cost of running Investor meetings, for example.

It is important to note that this estimate is based on the gross asset value of the Fund being approximately \$10,000,000 at the end of its first full year of operations. The actual expenses may be higher or lower depending on the actual amount of money raised by the Fund in its first year of operations.

The Constitution does not limit the amount that the Responsible Entity can recover from the Fund as expenses provided, they are properly incurred in relation to the proper performance of the Responsible Entity's duties in operating the Fund. For example, the Responsible Entity is entitled to be reimbursed from the Fund for abnormal expenses, such as the cost of unitholder meetings, legal costs of any proceedings involving the Fund and terminating the Fund.

Payment of Fees and Costs by Investment Manager

The Investment Manager has agreed to pay the fees and costs of Fund (outlined above in Section 10.1) while foregoing its Investment Management fees in order to maintain the Unit Price of the Fund at \$1 prior to the Fund's first acquisition of property.

The Investment Manager may be reimbursed from the Fund at some future date for any Responsible Entity fees and expenses it pays, at the discretion of the Responsible Entity.

Performance Fees

Unit Class 1 – Unikorn St Martins Village Blacktown Development Unit Class

The Investment Manager is entitled to the following fees:

- Performance fee of 30% of the excess return generated over an IRR hurdle of 30% p.a. after expenses.

Worked example

Assuming that:

- at the start of year X, the GAV of the Fund is \$10,000,000 and the NAV price per unit of the Fund is \$1.00;
- at the end of year X, the NAV price per unit of the Fund is \$1.31, with the Fund earning a total realised return of 31% after fees and expenses, but before performance fees and distributions; and
- no issuance or withdrawal of units during year X;

the applicable performance fee for year X of the Fund is expected to be 30% of the excess target return over an IRR hurdle of 30%.

As such, the Fund will be liable for \$30,000 for the particular year under the aforementioned assumptions.

Unit Class 2 – Unikorn Cashflow Growth Unit Class

The Investment Manager is entitled to the following fees:

- Performance fee of 20% of the excess return generated over an IRR hurdle of 10% p.a.

Worked example

Assuming that:

- at the start of year X, the GAV of the Fund is \$10,000,000 and the NAV price per unit of the Fund is \$1.00;
- at the end of year X, the NAV price per unit of the Fund is \$1.11, with the Fund earning a total realised return of 11% after fees and expenses, but before performance fees and distributions; and
- no issuance or withdrawal of units during year X;

the applicable performance fee for year X of the Fund is expected to be 20% of the excess target return over an IRR hurdle of 10%.

As such, the Fund will be liable for \$20,000 for the particular year under the aforementioned assumptions.

As at the date of this PDS, the Investment Manager does not expect to meet the requirements to be entitled to receive a performance fee and as such, the performance fee is expected to be 0% per annum of the GAV of the Fund for the first full year of operations.

Importantly, investors should note that there is no ability to clawback payments of the performance fee made to the Investment Manager in future financial years if the Performance Benchmark is not met. Further, the performance fee is not subject to a high watermark, meaning the Investment Manager is not required to make up for underperformance in previous years where the Fund did not meet the Performance Benchmark before it is entitled to a performance fee.

Transaction costs

Transaction costs are costs incurred by the Fund for buying and selling direct property and other Fund assets. They include acquisition fees and debt origination fees.

Unit Class 1 – Unikorn St Martins Village Blacktown Development Unit Class

We estimate gross transaction costs will be 2.35% of the gross asset value of the Fund. All transaction costs incurred by the Fund will be borne by the Fund and will be an additional cost to Investors.

Unit Class 2 – Unikorn Cashflow Growth Unit Class

We estimate gross transaction costs will be 2.09% of the gross asset value of the Fund. All transaction costs incurred by the Fund will be borne by the Fund and will be an additional cost to Investors.

Transaction costs are additional costs to Investors where they have not been recovered by the buy-sell spread. These costs are capitalised with the purchase of investment assets and form part of the Unit price of the Fund.

Buy/sell spread

The buy/sell spread reflects an estimate of the transaction costs expected to be incurred in buying and selling underlying financial products as a result of investments in, and withdrawals from, the Fund. The purpose of the buy/sell spread is to ensure those Investors transacting in Units at a particular time bear the costs of buying and selling the Fund's assets as a consequence of their transaction. The buy/sell spread is an additional cost to Investors but it is not a fee paid to any party, but is instead retained as an asset of the Fund.

Unit Class 1 – Unikorn St Martins Village Blacktown Development Unit Class

There will be no Buy or Sell spread applied to this Unit Class.

Unit Class 2 – Unikorn Cashflow Growth Unit Class

Investments and withdrawals may incur buy and sell spreads, which are designed to ensure, as far as practicable, that any transaction costs incurred as a result of an investor entering or leaving the Fund are borne by that investor. Buy and sell spreads are calculated based on the actual or estimated costs the Fund may incur when buying or selling assets.

When you enter or leave the Fund (other than in the case of an issue of Units prior to the Fund's initial purchase of property), any buy or sell spread applicable at that time will be factored in to the Issue Price and Withdrawal Price of Units. The buy and sell spreads are retained within the Fund, and are not fees paid to the RE or Investment Manager.

Following the time the Fund's first property asset is purchased, a 6% buy spread is applied to the issue price and a 2% sell spread is applied to the redemption price. This is to cover the costs of acquiring a property (such as stamp duty) and selling costs.

The expectation at present is that the buy and sell spread will remain at these amounts for the foreseeable future with any additional transaction costs factored into the unit price as described above in relation to the description of 'Transaction costs'.

If the buy and sell spreads are updated a notification will be published online at www.vascofm.com.

Taxation

Unless otherwise stated, all fees set out in this section are inclusive of the net effect of GST. This includes GST, net of input tax credits or reduced input tax credits as applicable.

For further information on tax, please refer to Section 11.

Fees for other services

The Responsible Entity or its related parties may also provide other services to the Fund or the Fund's Investors in the future. Should that occur, the Responsible Entity or its related parties will charge fees for those services at commercial market rates for the provision of those services.

Differential Fees

The Investment Manager (contactable at info@unikorn.com.au) may separately negotiate a fee rebate with Investors on an individual basis, provided the provision of such rebate is not excluded by the Corporations Act or any applicable laws. This fee rebate is subject to the Investment Manager earning enough fees to satisfy any rebate and is not guaranteed by the Responsible Entity.

For example, the Investment Manager's fees may be rebated to wholesale clients as defined in the Corporations Act.

In the event rebates are offered, they will be paid out of the fees paid to the Investment Manager and will not affect the fees paid by, or any distributions to, other Investors.

The rebate will ordinarily be paid within 10 Business Days after the Investment Manager receives its fee (if any).

Changes to fees and expenses

The Responsible Entity may change the fees and expenses referred to in this PDS. The Responsible Entity will provide at least 30 days' notice to Investors of any proposed increase in fees or introduction of new fees.

Waiver and deferral of fees by the Responsible Entity

The Responsible Entity may, in its discretion, accept lower fees and expenses than it is entitled to receive, or may agree to defer payment of those fees and expenses for any time. If payment is deferred, then the fee or expense will accrue until paid.

All deferred fees and expenses will also be paid upon any retirement or removal of the Responsible Entity.

Advice fees

The Responsible Entity does not pay advice fees.

You may agree with your financial adviser that an initial advice fee will be paid for ongoing financial planning services your financial adviser provides for you in relation to your investment. This advice fee is additional to the fees shown in Section 10.1, and is paid to the Australian financial services licensee responsible for your financial adviser (or your financial adviser directly if they are the licensee). It is not paid to the Responsible Entity.

Other payments and benefits

Your financial adviser may receive payments and/or other benefits from the organisation under which they operate. These payments and benefits are not paid by the Fund.

11. Taxation Information

The effect of tax and duty (often referred to as stamp duty) on investors is complex and Investing in the Fund is likely to have tax consequences.

Taxation and duty considerations and advice considered by the Responsible Entity and Investment Manager in preparing this PDS are subject to change or differing interpretations which could have a retrospective application resulting in different taxation and duty consequences.

The Responsible Entity has not sought any ruling from relevant taxation or revenue authorities with respect to these considerations and advice, and there can be no assurance that relevant taxation or revenue authorities will not assert, or that a court will not sustain, a contrary position.

Section 9.20 contains a further statement regarding the tax risks associated with an investment in the Fund.

The below summary is only general in nature. Each Investor must take full and sole responsibility for the associated taxation implications arising from an investment in the Fund and any changes in those taxation implications during the term of their investment. It is highly recommended that Investors seek their own professional independent tax advice specific to their circumstances before investing in the Fund.

The summary is intended for Australian resident investors and generally applies to Investors who hold their investment for the purpose of realising a long-term return (that is, hold their investment on capital account for tax purposes). This summary does not consider the tax implications for those Investors who hold their investment in the Fund on revenue account, as an isolated investment made with profit making intent or as trading stock. It does not consider those investors who may be subject to special tax rules, such as financial institutions, insurance companies, partnership (except where expressly stated), tax exempt organisation or superannuation funds (except where expressly stated) or any Investors who are subject to the taxation of financial arrangements rules in Division 230 of the *Income Tax Assessment Act 1997* (Cth).

This summary is based on the Responsible Entity's understanding of and advice on current Australian tax laws at the date of publication of this document, including applicable case law and published guidance by the Australian Taxation Office and state / territory revenue authorities, which may be subject to change.

11.1. Fund structure

The Fund is an unlisted, registered Australian unit trust scheme that will invest in Australian real estate primarily for the purpose of deriving rent. The Fund structure is described in Section 3.

As the Fund is a unit trust, and while the 'Public Trading Trust' rules (see below) don't apply, the Fund will effectively be treated as a flow-through vehicle for income tax purposes provided that the Fund distributes all of its income to the Investors on an annual basis. To the extent that the Responsible Entity does not distribute income, the Responsible Entity will be taxed at 47% on the income retained.

The Fund may also qualify for, and if it does, the Responsible Entity may irrevocably choose to apply the Attribution MIT ('AMIT') rules. Eligibility for AMIT status will depend on satisfying the widely held and closely held thresholds for the Fund. This will ultimately depend on the nature and holdings of the Fund's investors.

If the Fund qualifies as an AMIT, the Responsible Entity will assess whether or not it is in the interest of investors for the Fund to be an AMIT and be subject to the AMIT regime. The Responsible Entity will provide further details to investors at the appropriate time.

11.2. Fund income

The Fund intends to distribute all of its income each financial year to Investors.

An Investor's share of the taxable income of the Fund for each financial year (including reinvested income) forms part of their assessable income.

A portion of the Fund's distributed income may include non-assessable amounts. Certain non-assessable distributions to Investors will reduce the cost base of their Units in the Fund. This will be relevant when calculating the capital gain or loss (for capital gains tax purposes) on a subsequent withdrawal of Units.

This information will be detailed in the tax report sent to Investors annually.

11.3. Public trading trust rules

Public trading trusts are taxed in broadly the same way as companies, meaning that, if the rules apply, the Responsible Entity is liable to pay income tax at the company rate of tax (currently 30%) on the net income of the Fund. Investors who are entitled to the income of the Fund will generally receive a credit for the tax paid by the Responsible Entity.

The Fund may be a public trading trust if it is a public unit trust and its investments do not satisfy the definition of an 'eligible investment business'.

An 'eligible investment business' includes investing in land primarily for the purpose of deriving rent and investing in certain financial instruments that arise under financial arrangements. The Responsible Entity considers that the Fund's investments in the property held will be considered an investment in land primarily to derive rent and, on that basis, the Responsible Entity is currently of the view that the Fund is unlikely to be a public trading trust. However, this view may change in due course at which point Investors will be updated.

11.4. Withdrawal from the Fund

When an Investor fully or partially withdraws their investment in the Fund, they are treated as having disposed of their investment, and as a result, any net gain derived on disposal may be included in their taxable income under the CGT provisions.

An Investor will make a capital gain in respect of the disposal of their investment to the extent that the capital proceeds attributable to the disposal exceed the Investor's cost base in the Units that are redeemed. Alternatively, an Investor will make a capital loss in respect of the disposal of its investment to the extent that the capital proceeds attributable to the disposal of the investment are less than the CGT reduced cost base in that investment.

In determining the cost base or reduced cost base of an investment in the Fund, Investors will need to take into account any returns of capital and certain tax components of distributions that will increase or decrease the cost base of their investment (which should be reported on their annual tax statements).

11.5. Transfer Duty on the acquisition of property

The acquisition of the property by the Fund will be subject to duty in the state or territory in which the Property is located (though some exceptions might apply, such as for certain commercial property located in South Australia). Duty will be charged at the relevant transfer or conveyance rates (plus any foreign purchaser surcharge, if applicable) on the greater of the consideration paid for the property and the property's unencumbered market value. Usually, the purchaser of the property will be liable for payment of the duty.

11.6. Duty on the issue, transfer or redemption of Units

The issue, transfer or redemption of Units may give rise to a liability for landholder duty if, at the relevant time (usually the time of issue, transfer or redemption), the Fund:

- o has a direct or indirect interest in land or land-type assets in a state or territory (which can, in some jurisdictions, include leasehold interests, tenant's fixtures and assets fixed to land, including by resting under their own weight), including any land that is the subject of an uncompleted contract; and
- o the Fund is considered a 'landholder' (within the meaning of the relevant state or territory's duties legislation, which varies between jurisdictions), as the unencumbered market value of the land interests owned or deemed to be owned by the Fund at the relevant time breaches the relevant land value threshold in each applicable state or territory (though some jurisdictions have no threshold, such that any interest in land could cause the Fund to be a 'landholder'); and
- o the acquisition of Units on its own or when aggregated with other acquisitions by the acquirer, a person 'associated' with the acquirer or any other person in an 'associated transaction', reaches or exceeds the 'relevant acquisition' threshold in that state or territory. The definitions of 'associated persons' and 'associated transactions' are broad and vary between jurisdictions. The redemption or withdrawal of Units held by one or more investors may also give rise to a landholder duty liability for the remaining investors in certain circumstances.

The issue, transfer or redemption of Units may also give rise to a liability for trust acquisition duty if, at the time of issue, transfer or redemption, the Fund holds any direct or indirect interests in 'dutable property' in Queensland.

Where such circumstances apply, broadly, duty will generally be assessed at the relevant transfer duty rates applied to the proportion of the unencumbered market value of the land and land type interests (and, in some jurisdictions, chattels / goods) owned or deemed to be owned by the Fund equivalent to the proportionate interest acquired (on an aggregated and associated-inclusive basis).

In most jurisdictions, the acquirer of the Units is primarily liable to pay the duty. However, landholder and / or trust acquisition duty may not be payable where the Fund qualifies as a specific type of public trust (such as a 'widely held trust') in the state or territory in which the property is located. This is because, in some jurisdictions, certain types of public trusts are outside of the trust acquisition and landholder duty regimes or qualify for a higher 'relevant acquisition' threshold.

The Responsible Entity and Investment Manager intend to operate the Fund so that, to the extent possible, they will seek to minimise the prospect of duty being payable by Investors on the issue, transfer or redemption of Units. There is no guarantee however that this intention will be realised and circumstances of the Fund may change without notice, such that duty may be payable by Investors on the issue of Units or purchase of Units by way of transfer, or by remaining Investors on withdrawal or redemption of Units held by other Investors.

As the duties laws and the circumstances of the Fund will change from time to time, the Responsible Entity recommends that investors seek their own independent advice before investing in the Fund.

11.7. Land Tax

Broadly, land tax is an annual tax (quarterly in the Australian Capital Territory) levied by most Australian states and territories on land owners at rates of up to 3.7%. Land tax surcharges (of up to 2% in addition to general land tax rates) may also apply where interests in Australian land are held, directly or indirectly, by non-residents (subject to various ownership thresholds and, in certain jurisdictions, land type).

The Fund may be subject to costs relating to land tax and land tax surcharges. In limited circumstances, land tax (and surcharges) may be passed on to Investors as a result of their investment in the Fund.

11.8. Tax File Number and Australian Business Number (Australian Investors only)

It is not compulsory for an Investor to quote a Tax File Number (**TFN**), claim a valid exemption for providing a TFN, or (in certain circumstances) provide an Australian Business Number (**ABN**). However, if an Investor does not provide a TFN, exemption or ABN, tax will be required to be deducted from the Investor's distributions at the highest marginal tax rate plus Medicare levy and any other applicable Government charges (currently 47%).

11.9. Australian Goods and Services Tax (GST)

GST should not be payable on the issue or redemption of Units nor on any of the distributions to Investors. GST may apply to the fees charged to the Fund by the Investment Manager and in relation to other expenses of the Fund. The Fund may be entitled to claim input tax credits and / or reduced input tax credits for any GST paid

11.10. Automatic Exchange of Information (AEOI)

The Responsible Entity intends to meet any requirements imposed on the Responsible Entity or the Fund under Australian legislation designed to give effect to the AEOI regimes.

Australia's obligations under AEOI regimes include legislation designed to give effect to the Foreign Account Tax Compliance Act ('FATCA') and the Organisation for Economic Co-operation and Development's ('OECD') Common Reporting Standard ('CRS'). As such, the Responsible Entity may collect certain information from Investors; report payments made in respect of an investment, report details of certain investors to the ATO and retain information to meet record keeping requirements. It is recommended Investors consult with their tax adviser to discuss the impact of these AEOI regimes may have on them.

12. Additional Information

12.1. Summary of material documents

The following is a summary of material documents relevant to the Fund. The material documents are:

- (1) Constitution
- (2) Compliance Plan
- (3) Custodian Agreement
- (4) Investment Management Agreement
- (5) Administration Agreement

You should consider whether it is necessary to obtain independent advice on any of the documents.

(1) Constitution

The Constitution is the primary document that governs the way the Fund operates and sets out the rights, liabilities and responsibilities of both the Responsible Entity and Investors.

Each Unit gives you an equal and undivided interest in the Fund. However, a Unit does not give you an interest in any particular part of the Fund. Subject to the Constitution, as an Investor you have the following rights:

- o The right to share in any distributions
- o The right to attend and vote at meetings of Investors
- o The right to participate in the proceeds of winding up of the Fund

The Constitution also contains provisions about convening and conducting meetings of Investors.

The Responsible Entity is also entitled to the benefit of various indemnities under the Fund's Constitution, which means that it has limited its liability for acting as the Responsible Entity.

The Responsible Entity can amend the Constitution without Investors' approval provided it reasonably considers the change will not adversely affect Investors' rights.

The Constitution can also be amended by a special resolution passed by Investors.

A copy of the Constitution can be obtained from the ASIC website or is available to Investors from the Responsible Entity free of charge.

(2) Compliance Plan

The Responsible Entity, as required by the Corporations Act, has lodged a Compliance Plan for the Fund with ASIC. The Compliance Plan sets out how the Responsible Entity ensures that the Fund complies with the Corporations Act and how it intends to operate the Fund under the Constitution.

A copy of the Compliance Plan is available free of charge from the office of the Responsible Entity.

If the Compliance Plan is breached in a significant way such that the breach has an adverse effect on Investors, the Responsible Entity is obliged to report such a breach to ASIC.

(3) Custodian Agreement

The Responsible Entity has entered into a Custodian Agreement with Perpetual Corporate Trust, whereby the Responsible Entity has appointed Perpetual Corporate Trust as a service provider to provide custodial services in relation to various schemes, including the Fund.

(4) Investment Management Agreement

The Investment Management Agreement is an agreement between the Responsible Entity and the Investment Manager under which the Investment Manager provides investment management services to the Fund.

The Investment Management Agreement sets out the Investment Manager's obligations to the Responsible Entity and to the Fund.

The Investment Management Agreement will remain in force until the Fund is wound up, unless the agreement is terminated earlier in accordance with its provisions. The agreement can be terminated by the Responsible Entity if the Investment Manager is in material breach of the agreement, and that breach has not been remedied after a certain time. There are also provisions allowing the Responsible Entity to terminate if, for example, the Investment Manager becomes insolvent.

If the Responsible Entity is replaced then the Investment Management Agreement will continue to operate on the same terms as between the Investment Manager and the new responsible entity of the Fund.

(5) Administration Agreement

The Administration Agreement is an agreement between the Responsible Entity and the Administration Manager under which the Administration Manager provides administration services to the Fund.

The Administration Agreement sets out the Administration Manager's obligations to the Responsible Entity and to the Fund, including administrative, accounting, registry, unit pricing, financial and compliance reporting, AML/CTF and back-office services in exchange for a fee, subject to the overall supervision of the Responsible Entity.

12.2. Target Market Determination

A TMD has been prepared for the Unikorn St Martins Village Blacktown Development Unit Class and the Unikorn Cashflow Growth Unit Class and has been made available at the Responsible Entity's website, www.vascofm.com. A consumer should read the relevant TMD of the Fund prior to making any investment decision in relation to the Fund. The Fund is likely suitable for those investors seeking a capital growth and a satellite/small allocation product within a portfolio, where the investor has a long-term investment timeframe, a high risk/return profile and does not require regular withdrawal.

12.3. Cooling Off Rights

A cooling off period may apply to you depending on the Fund's investments at the time of your application. Generally, if you invest when the Fund is not considered to be liquid (for example, once the Fund's portfolio comprises of direct property investments), no cooling off period will be available to you.

However, if the Fund is liquid at the time Units are issued to you (for example, when the Fund's portfolio substantially comprises cash prior to the acquisition of any direct property) and you are a retail client (as defined in the Corporations Act), a 14-day cooling off period would be available to you to decide whether to proceed with an Application under this PDS. The cooling off period starts on the earlier of:

- o the date you receive confirmation of your investment; or

- after the end of the fifth business day after the date on which your Units are issued.

Therefore, if you wish to cancel your investment, it is important that you write to us before the expiration of this period.

The amount repaid to you is adjusted to reflect any increase/ decrease in the value of the investment due to a change in the net asset value of the Fund. We will also deduct any taxes or duties payable and transaction costs. As a result, the amount returned to you may be less than your original investment.

If you are a 'sophisticated' or 'professional' Investor or otherwise a 'wholesale client' (as defined in the Corporations Act), the cooling off period is not available to you even if the Fund is liquid.

12.4. Privacy

The Application process requires you to provide personal information to the Responsible Entity or any person engaged by the Responsible Entity to process your Application.

The Responsible Entity collects personal information so that it can process and administer any Application you make. Additionally, the Responsible Entity collects this information in order to administer, manage and generally service your investment in the Fund. The Responsible Entity also may collect personal information about you from third parties, such as the Investment Manager, Administrator Manager or other third-party service providers of the Responsible Entity.

If you do not provide the personal information requested by the Responsible Entity or provide incomplete or inaccurate information, the Responsible Entity may not be able to accept or process your Application for an investment in the Fund or may be limited in the services or assistance the Responsible Entity can provide with respect to the administration of any investment you subsequently make in the Fund.

The Responsible Entity may disclose your personal information to organisations such as the Administration Manager, Investment Manager, any third party service provider it may engage to provide custody, administration, technology, auditing, mailing, printing or other services and our professional advisers (including legal and accounting firms, auditors, consultants and other advisers).

Such third parties may use and disclose your personal information for a purpose described in this Privacy Statement which may involve the transfer of your personal information outside of Australia (including to countries where there may be less stringent data protection laws) to process personal information on our behalf. Where this is the case, it may not be possible to ensure that the overseas recipient does not breach the Australian Privacy Principles (**APP**) in relation to your personal information.

In providing us with your personal information, you consent to the possibility that your personal information may be transferred outside of Australia for processing and agree that APP 8.1 shall not apply to the disclosure, nor will the Responsible Entity be liable under the *Privacy Act 1988* (Cth) (**Privacy Act**) in the event that the recipient does not act consistently with the APPs.

The Responsible Entity may also collect certain personal information from you and/or disclose your personal information to government or regulatory bodies where permitted or required to do so by law. For example, the Responsible Entity may be required to collect and disclose certain information in order to comply with the identification and verification requirements imposed under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*. For certain Investors, the Responsible Entity may also be required to collect and disclose certain personal information to the ATO in order to comply with the Foreign Account Tax Compliance Act.

If you notify the Responsible Entity that you have a financial adviser, either on your Application Form or in writing (at a later date), you consent to the Responsible Entity disclosing to that financial adviser details of your investment in the Fund and/or other related personal information.

The Responsible Entity will take reasonable steps to ensure that the personal information about an Investor or other relevant person that it collects, uses or discloses is accurate, complete and up to date. You or another relevant person can request access to your personal information or a copy of the Responsible Entity's Privacy Policy by telephone or writing to the Privacy Officer at:

Privacy Officer
Level 4, 99 William Street
Melbourne VIC 3000
info@vascofm.com
+61 3 8352 7120

The Responsible Entity's Privacy Policy is also available on its website at www.vascofm.com.

12.5. Complaints Handling

Applicants and Investors who wish to make a complaint about the Fund should contact the Responsible Entity by telephone on (03) 8352 7120, by email to info@vascofm.com, or in writing addressed to:

The Complaints Officer
Vasco Responsible Entity Services Limited
Level 4, 99 William Street
Melbourne VIC 3000

The Responsible Entity will acknowledge a complaint as soon as practicable after receiving it and will notify the complainant of its decision, remedies and other information within 45 days of the complaint being made.

A 'Dispute Resolution Guide' is available on the Responsible Entity's website at www.vascofm.com and the Investment Manager's website www.unikorn.com.au which further sets out its dispute management process.

Complaints that cannot be resolved internally by the Responsible Entity to the Investor's satisfaction can be taken to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. You can contact AFCA as follows:

Website: www.afca.org.au
Telephone: 1800 931 678 (free call within Australia)
Facsimile: (03) 9613 6399
Email: info@afca.org.au
Post: GPO Box 3, Melbourne, Victoria, 3001

12.6. Statement regarding Labour Standards and Environmental, Social and Ethical Considerations

The Responsible Entity does not, in the context of making decisions relating to the Fund, take into account labour standards or environmental, social or ethical considerations, except to the extent that the Responsible Entity considers these issues have the potential to materially impact on the merits of its decisions in relation to the Fund. This means that if the sustainability or value of the Fund is adversely affected due to unacceptable labour standards or environmental, social or ethical factors, the Responsible Entity may choose not to invest further or to dispose of the investment.

12.7. Anti-Money Laundering and Counter Terrorism Financing

In 2006, the Federal Government enacted the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (AML/CTF Act). The Responsible Entity is a 'reporting entity' pursuant to the AML/CTF Act and, as such, must be

‘reasonably satisfied’ that an Investor exists and is who they claim to be prior to issuing Units to them. This means that all new Investors in the Fund must provide the identification information as set out in the Application Form. The Responsible Entity will not issue Units to a new Investor unless satisfactory identification documents are attached to the Application Form or provided to your financial advisor.

The Responsible Entity may also need to obtain further information from you while you remain an Investor in the Fund.

The Responsible Entity will maintain all information collected from Investors in a secure manner in accordance with the AML/CTF Act and relevant privacy principles. Information about a prospective investor or Investor will only be disclosed where required by the laws of Australia.

This means that identification information may be disclosed to the Australian Transaction Reports and Analysis Centre or other government or law enforcement agencies. The Responsible Entity may also disclose this information to other entities involved with the Fund to the extent that this information is required to fulfil that entity’s AML/CTF obligations. The Responsible Entity is not liable for any loss you may suffer as a result of its compliance with the AML/CTF Act.

12.8. Common Reporting Standards (CRS)

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

12.9. ‘Disclosing entity’ obligations

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

If and when the Fund is a disclosing entity, copies of any documents lodged with ASIC in relation to the Fund may be obtained from, or inspected at, an ASIC office. Investors will also have the right to obtain a copy of the following documents from us free of charge:

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

Copies of these documents will also be available on the Responsible Entity’s website for download.

12.10. Consent of experts and other parties

Each of the following parties has given their written consent to act in the position and role set out in this PDS:

- Vasco Fund Services Pty Limited
- Unikorn Capital Pty Limited
- Perpetual Corporate Trust Limited
- DHF Investment Managers Pty Ltd

- o Grant Thornton Audit Pty Ltd

Where applicable, they have consented to the information attributed to them in this PDS in the form and context in which they have been included. Further, none of these parties have withdrawn their consent prior to the date of this PDS.

12.11. Transfer of Units

Investors can transfer the ownership of their Units at any time provided that the transferee meets the requirements of an Investor in the Fund and the transfer has been approved by the Responsible Entity.

Under the Constitution, the Responsible Entity has the discretion to refuse the transfer of Units in its sole discretion.

Investors should obtain professional taxation advice in relation to the taxation implications of any transfer of Units as the individual tax position of Investors can vary depending on their circumstances.

There will not be any established secondary market for the sale of Units.

12.12. Reports

The Responsible Entity will provide Investors with the following reports:

- Distribution statements on the provision of any distributions
- Annual Fund financial accounts, to be provided as soon as practical after submission of the Fund's audited accounts to ASIC (which are due by 30 September of each year)
- Annual tax statements, to be provided as soon as practical after submission of the Fund's audited accounts to ASIC (which are due by 30 September of each year)

The Investment Manager will provide Investors with a report in respect of the Fund's investments on at least an annual basis.

13. Glossary of Terms

Administration Manager	Means Vasco Fund Services Pty Limited (ACN 610 512 331).
AFCA	Means the Australian Financial Complaints Authority.
AFSL	Means an Australian financial services licence.
AML/CTF	Means Anti-Money Laundering and Counter Terrorism Financing.
AML/CTF Act	Means the <i>Anti-Money Laundering and Counter Terrorism Financing Act 2006</i> (Cth).
Applicant	Means an applicant for Units under this PDS.
Application	Means an application for Units in accordance with this PDS.
Application Form	Means the application form attached to or accompanying this PDS.
ASIC	Means the Australian Securities and Investments Commission.
ATO	Means the Australian Taxation Office.
Banking Act	Means the <i>Banking Act 1959</i> (Cth).
Business Day	Means a day that most trading banks are open for business in Melbourne excluding any weekend or public holiday.
Compliance Plan	Means the compliance plan for the Fund as amended from time to time.
Constitution	Means the constitution for the Fund including any supplementary or replacement constitution, which are available free of charge upon request.
Corporations Act	Means the <i>Corporations Act 2001</i> (Cth).
Custodian	Means the custodian of the Fund which, at the date of this PDS, is Perpetual Corporate Trust Limited (ACN 000 341 533, AFSL 392673).
Custodian Agreement	Means the agreement entered into between the Custodian and the Responsible Entity dated 14 July 2016 and inclusion letter in respect of the Fund dated 8 February 2018.
DHFIM	Means DHF Investment Managers Pty Ltd (ACN 607 120 570, AFSL 509932).
FATCA	Means the Foreign Account Tax Compliance Act.
Fund	Means Unikorn Property Fund (ARSN 643 742 367).
GAV	Means gross asset value of the Fund.
Investment Manager	Means Unikorn Capital Pty Limited (ACN 645 627 621) as a corporate authorised representative (No. 001284614) of DHF Investment Managers Pty Ltd (ACN 607 120 570, AFSL 509932). The Investment Manager has been authorised by DHFIM to only provide the financial services required in its role as investment manager of the Fund and not in relation to any other fund or financial services.
Investor	Means the holder of a Unit.
IRR	Means internal rate of return.
Issue Price	Means the price at which Units are acquired, being the net asset value of the Fund divided by the number of Units on issue, plus a buy spread.
Minimum Term	Means 3 years from the date of issue of an Investor's Units before Investors can participate in any withdrawal offers made by the Responsible Entity.

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Offer	Means the invitation to subscribe for Units pursuant to this PDS.
Responsible Entity or Vasco	Means Vasco Responsible Entity Services Limited (ACN 160 969 120, AFSL 434533).
Perpetual Corporate Trust	Means Perpetual Corporate Trust Limited (ACN 000 341 533, AFSL 392673).
Sub-Funds	Means Unikorn St Martins Village Blacktown Development Sub-Fund, Unikorn Cashflow Growth Sub-Fund, and Unikorn Mortgage Sub-Fund.
Target Return	Means the return the Fund is aiming to generate. For example, the target return for Unit Class 2 – Unikorn Cashflow Growth Unit Class is a medium to long term return of 6.5% to 7.5% p.a.
TMD	Means Target Market Determination.
Trustee	Means DHF Investment Services Pty Ltd (ACN 644 231 158).
Unit	Means a unit in the Fund, with the rights and obligations outlined in the Constitution.
Unit Class	Means Unikorn St Martins Village Blacktown Development Unit Class, Unikorn Cashflow Growth Unit Class, and Unikorn Mortgage Unit Class.
Withdrawal Price	Means the price at which Units are redeemed, being the net asset value of the Fund divided by the number of Units on issue, less a sell spread (where relevant).
Withdrawal Request	Means a request to withdraw Units from the Fund in accordance with this PDS.

Application Form

Unikorn Property Fund

Use this application form if you wish to invest in:

Unikorn Property Fund

The Product Disclosure Statement (PDS) for the Unikorn Property Fund dated 7 June 2024 includes information about the purchasing of Units in the Fund. Any person who gives another person access to the Application Form must also give the person access to the PDS and any incorporated information. You should read the PDS and any incorporated information before completing this Application Form.

The Responsible Entity of the Fund is Vasco Responsible Entity Services Limited (Vasco) ACN 160 969 120, AFSL 434533. Vasco, or a financial adviser who has provided an electronic copy of the PDS and any incorporated information, will send you a paper copy of the PDS and any incorporated information and Application Form free of charge if you so request.

Customer identification

If you are a new Investor, you are also required to complete the relevant Customer Identification Form depending on what type of Investor you are (e.g. individual or super fund). The Customer Identification Forms are available on our website www.vascofm.com or by calling the Administration Manager on +61 3 8532 7120.

Australia's Anti-Money Laundering and Counter Terrorism Financing (AML/CTF) legislation obliges us to collect identification information and documentation from prospective Investors.

Investors are required to complete this Application Form together with the relevant Customer Identification Form and send these to us with the required identification documentation. We will not be able to process your application without a correctly completed Customer Identification Form and the required identification documentation.

Important Information for Financial Advisers

When using the relevant Customer Identification Form, please complete Sections 1 or 2 and 3.

If you are a financial adviser who has identified and verified the Investor, by completing this Customer Identification Form together with Section 11 and the verification procedure and in the consideration of Vasco accepting the Investor's application:

- you agree to identify and verify all new Investors, using this Customer Identification Form for identifying new Investors;
- you agree to retain a copy of the completed forms and all identification documents received from the Investor in the Investor's file for seven (7) years after the end of your relationship with the Investor;
- you agree to advise Vasco in writing when your relationship with the Investor is terminated and agree to promptly provide Vasco all identification documents and/or the record of identification received from the Investor at this time, or as otherwise requested from Vasco, from time to time.

Contact details and submission

Mail your completed Application Form and identity verification documents to:

Vasco Fund Services Pty Limited
Level 4, 99 William Street
Melbourne VIC 3000

If you have any questions regarding this form or the required Customer Identification requirements, please contact the Administration Manager on +61 3 8352 7120.

Checklist

Before sending us your application please ensure you have:

- reviewed the Target Market Determination/s;
- completed this form in full;
- for new investments, completed the relevant 'Customer Identification Form' available on our website www.vascofm.com;
- if paying via direct debit, completed section 10 ensuring ALL bank account signatories have signed;
- if paying via cheque, ensure cheque is made payable to 'Perpetual Corporate Trust Limited ACF Unikorn Property Fund' and attach it to this Application Form; and
- read the declaration and provide all relevant signatures and identification documents required for all signatories.

Application Form

PLEASE USE BLOCK LETTERS AND BLACK INK TO COMPLETE THIS APPLICATION FORM

1. Investment details

Is this a new investment or an additional investment?

New investment **▶ Please proceed to section 2.**

Additional investment **▶ Existing account name**

Existing account number

Please proceed to section 6. If you provide any information in any other section, this will override any previous information provided.

2. Investor type

- Individual investor or joint investors – also complete ‘Customer Identification Form – Individuals and Sole Traders’
- Sole Trader – also complete ‘Customer Identification Form – Individuals and Sole Traders’
- Super Fund – also complete ‘Customer Identification Form – Superannuation Funds and Trusts’
- Trust – also complete ‘Customer Identification Form – Unregulated Trusts and Trustees’
- Australian company – also complete ‘Customer Identification Form – Australian Companies’
- Foreign company – also complete ‘Customer Identification Form – Foreign Companies’
- Other – contact the Administration Manager on +61 3 8352 7120 for other Customer Identification Forms.

Each of the above forms is available at www.vascofm.com

3. Investor name

3A. Individual investor/joint investors/sole trader

Investor 1

Surname

Full given name(s)

Title (Mr/Mrs/Miss/Ms) Date of birth / /

Business name of sole trader (if applicable)

Investor 2

Surname

Full given name(s)

Title (Mr/Mrs/Miss/Ms) Date of birth / /

3B. Super fund/Trust/Australian company/foreign company/other

Name of entity

3C. Account designation (if applicable)

Provide the name of the person for whom the investment is being made (if applicable). Please note we do not accept investments from people under 18 years of age; however, investments may be designated on their behalf.

Surname

Full given name(s)

Title (Mr/Mrs/Miss/Ms)

We are only required to act on instructions from the investors listed in 3A and 3B. Vasco is not bound to take any notice of any interest of any person listed in 3C.

4. Contact details

This is the Investor's address where all correspondence will be sent.

Contact person	<input type="text"/>		
Unit number	<input type="text"/>	Street number	<input type="text"/>
Street name	<input type="text"/>		
Suburb	<input type="text"/>		
State	<input type="text"/>	Postcode	<input type="text"/>
Country	<input type="text"/>		
Phone (after hours)	<input type="text"/>	Phone (business hours)	<input type="text"/>
Mobile	<input type="text"/>	Facsimile	<input type="text"/>
Email	<input type="text"/>		

5. Personal attributes

In relation to our Design and Distribution Obligations (DDO) under the Corporations Act, a Target Market Determination (TMD) for each Unit Class has been made available at <https://vascofm.com>. You should read and carefully consider the TMD before investing.

We will review the responses to the questions set out below and consider those answers against the Fund's key attributes set out in the TMD, and assess whether we consider it is likely you are within the target market and whether the Fund would likely be consistent with your likely objectives, financial situation and needs.

We may seek further information from you and reserve the right to reject an application if we consider you are not within the target market.

Personal Advice Have you received personal financial product advice in relation to this investment? Yes No

Explanation: You have received advice from a licensed financial adviser who has considered either your objectives, financial situation or needs in providing the advice.

Note: If you answer 'Yes', please provide further details below. If you answer 'No', please skip to the 'Investment Objective' sub-heading below and continue completing the questionnaire.

Adviser name

Adviser company

Adviser email or phone contact

AFS Licence name (if known)

AFS Licence number

Investment Objective Do you seek Capital Growth from your Investment? Yes No

Do you accept your capital is not guaranteed? Yes No

Note: An investment in the Fund is not capital guaranteed.

The Fund does not guarantee the payment of Income Distribution. Yes No

Do you accept this?

Asset Allocation Will this investment represent 10% or less of your total investable assets? Yes No

Note: An investment in the Fund is only suitable for use as a core, minor or satellite/small allocation (i.e., up to 10% of your assets available for investment excluding your residential home).

Minimum Investment Time Frame The suggested minimum investment timeframe for this Fund is 3 years. Do you accept this? Yes No

Note: For the purposes of the 'Risk Profile' sub-heading below, the Fund is considered Very High to Extremely High risk which means returns (positive or negative) may fluctuate from year-to-year. Therefore, the suggested minimum investment timeframe for this Fund is 3 years.

5. Personal attributes (continued)

Risk Profile Explanation: The following question will assist us in determining your risk profile. In this context "growth assets" include assets such as shares, property, and alternative investments. Defensive assets may include cash or fixed income investments.

What is your risk appetite?

Please select the option which most fits your intentions with respect to your investment in the Fund.

Extremely High – I am an aggressive investor seeking extremely high risk, speculative or complex products. I am seeking to achieve returns significantly higher than the market average and as a result accept that this means returns may be volatile with a higher potential that I may experience the loss of some or all my capital. I have a tolerance for sustained losses. My preference is for high growth assets only. Yes No

Very High - I am an aggressive investor seeking to achieve returns significantly higher than the market average and as a result accept this means returns may be volatile with a higher potential I may experience the loss of some or all my capital. I have a tolerance for sustained losses. My typical preference is for growth assets only. Yes No

High - I am a moderately aggressive investor seeking above market average returns and as a result I accept this means returns may be volatile and there is some potential I may experience loss of some or all of my capital. I have a stronger preference for growth assets with smaller or moderate holding in defensive assets. Yes No

Medium - I am seeking to achieve market average returns and seeking to minimise potential losses of capital. I have a preference for balance between growth assets and defensive assets. Yes No

Low - I am risk averse and willing to accept below market average returns in return for preservation of capital. I do not have a tolerance for loss. I have a preference for defensive assets only. Yes No

Note: For the purposes of this sub-heading, the Fund has a Very High to Extremely High risk profile.

Withdrawals Subject to the Minimum Investment Term, the Fund will only offer withdrawals on an annual basis.

Do you accept this? Yes No

Note: Given the Fund has a Minimum Investment Term, investors with a need to withdraw and have access to their funds on a daily or weekly basis and prior to the expiry of the Minimum Investment Term are not considered to be within the target market.

6. Tax information

You may choose not to provide your TFN, ABN, or claim an exemption in relation to completing this section (collection of your TFN is authorised, and its use and disclosure are strictly regulated by tax laws and the Privacy Act). If you choose not to provide said information, we must deduct tax from your income distributions at the prescribed rate (which at the date of this Application Form is the highest marginal tax rate plus Medicare levy).

5a. Individual investor or entity

TFN

Tax exemption

ABN

5b. Investor 2 (joint investors)

TFN

Tax exemption

5c. Non-residents

If you are an overseas investor, please indicate your country of residence for tax purposes.

7. Investment allocation and payment options

Please indicate how you will be making your new or additional investment and the amount you wish to invest.

I/we are making my/our investment via:

Direct Credit/EFT → see below.

Bank Cheque → make cheque payable to 'Perpetual Corporate Trust Limited ACF Unikon Property Fund'.

Fund name	Initial investment
Unikon St Martins Village Blacktown Development Unit Class	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> <input type="text"/>
Unikon Cashflow Growth Unit Class	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> <input type="text"/>

Cheque Instructions: Bank Cheques or drafts must be made payable to Perpetual Corporate Trust Limited ACF Unikon Property Fund. Only cheques or drafts in Australian currency and drawn on an Australian bank will be accepted. Your cheque(s) should be crossed NOT NEGOTIABLE. Mail or deliver your completed Application Form with your cheque(s) to:

Vasco Fund Services Pty Limited
Level 4, 99 William Street
Melbourne VIC 3000
T +61 3 8352 7120
F +61 3 8352 7199
E info@vascofm.com

Direct Credit / EFT Instructions

Alternatively you can direct credit your Application Monies to:
Perpetual Corporate Trust Limited ACF Unikon Property Fund
Commonwealth Bank
BSB: 062 000
Account number: 20004419
Please note the applicant's name when transferring the funds.
Please ensure all funds transferred are net of all bank charges.

8. Annual report

A copy of the annual report for the Fund will be provided on the Vasco website www.vascofm.com. Please cross (X) this box if you wish to receive a paper copy of the annual report(s) for the Fund. If you choose to have an annual report mailed to you, it will be mailed to the address provided in section 4 or your current address on file for existing investors. For additional investments, a nomination in this section overrides any previous nominations.

9. Income distributions

Please indicate how you would like your income distributions to be paid by crossing (X) one box only. If this is a new investment and no nomination is made, distributions will be reinvested. A nomination in this section overrides any previous nominations. There may be periods in which no distribution is payable, or we may make interim distributions. We do not guarantee any particular level of distribution.

- Please reinvest my/our income distributions.
- Please credit my/our nominated bank account provided in section 10 with my/our income distributions.

10. Nominated bank account (must be an Australian financial institution)

Unless requested otherwise, this will also be the bank account we credit any withdrawal proceeds and/or distributions if you requested these to be paid to you and not reinvested. By providing your nominated account details in this section you authorise Vasco to use these details for all future transaction requests that you make until notice is provided otherwise. For additional investments, a nomination in this section overrides any previous nominations.

Financial institution	<input style="width: 100%;" type="text"/>
Branch	<input style="width: 100%;" type="text"/>
Account name	<input style="width: 100%;" type="text"/>
Branch number (BSB)	<input style="width: 25%; text-align: center;" type="text"/> - <input style="width: 25%; text-align: center;" type="text"/>
Account number	<input style="width: 85%;" type="text"/>

11. Declaration and applicant(s) signature(s)

Please read the declarations below before signing this form. The signatures required are detailed at the bottom of this Application Form.

I/We declare that:

- I/we acknowledge all information provided to Vasco, including in this Application Form is true, correct and complete as of the date of this application for Units, and agree to notify Vasco promptly and provide any updated information in the form requested by Vasco (which could include an updated Application Form) within 30 days if any of the information provided to Vasco pursuant to this application ceases at any time to be true, accurate and not misleading (including by omission);
- I/we have received and read the PDS for the Unicorn Property Fund to which this application applies together with the other important information taken to form part of the PDS and agree to be bound by the Constitution of the Unicorn Property Fund to which this application applies (and as amended from time to time);
- I/we have carefully considered the features of the Fund as described in the current PDS and TMD/s (including its investment objectives, minimum suggested investment timeframe, risk level, withdrawal arrangements and investor suitability) and, after obtaining any financial and/or tax advice that I/we deemed appropriate, am/are satisfied that my/our proposed investment in the Fund is consistent with my/our investment objectives, financial circumstances and needs;
- I/we have legal power and capacity to invest in accordance with this application and have complied with all applicable laws in making this application;
- I/we have received and accepted this offer to subscribe for units in the Fund in Australia and represent and warrant to Vasco that I/we are permitted to invest in the Fund without Vasco obtaining any further authorisation, registration or certification in any country other than Australia;
- the details of my/our investment can be provided to the adviser group or adviser named at the end of this form or nominated by them by the means and in the format that they direct;
- if this application is signed under Power of Attorney, the Attorney declares that 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 unless we have already sighted it);
- sole signatories signing on behalf of a company confirm that they are signing as sole director and sole secretary of the company;
- I/we acknowledge that if Vasco reasonably believes an email or facsimile communication it receives is from me/us Vasco is entitled to rely on that email or facsimile communication and will not be liable for any loss it may suffer if it is later found the email or facsimile communication was fraudulent;
- unless alternative authority for signature is notified to and accepted by Vasco, the person/persons that signs/sign this form is/are able to operate the account on behalf of the company and bind the company for future transactions, including in respect of additional deposits and withdrawals, including withdrawals by telephone and fax;
- I/we acknowledge that I/we have read and understood the information under the headings 'Privacy' in the relevant PDS. I am/we are aware that until I/we inform Vasco otherwise, I/we will be taken to have consented to all the uses of my/our personal information (including marketing) contained under that heading and I/we have consented to my/our financial adviser providing such further personal information to Vasco as is required or reasonably deemed necessary by Vasco under applicable law. The personal data of the Applicant shall be processed in accordance with Vasco's Privacy Policy (available on request);
- I/we understand that if I/we fail to provide any information requested in this application form or do not agree to any of the possible use or disclosure of my/our information as detailed on the PDS, my/our application may not be accepted by Vasco;
- I/we acknowledge that none of Vasco, or any other member of Vasco or any custodian or investment manager, guarantees the performance of the Fund or the repayment of capital or any particular rate of return or any distribution;
- I/we acknowledge an application for Units is binding and irrevocable, and may be rejected at the sole direction of Vasco without reason (if so, application monies will be returned to the Applicant within 30 days without interest earned);
- I/we acknowledge in making a decision to invest in the Unicorn Property Fund, the only information and representations provided by Vasco are those contained in the PDS to which this application applies together with the other information taken to form part of the PDS;
- I/we agree and acknowledge no cooling off period applies and I/we have had the opportunity to seek independent professional advice on subscribing for Units;
- I/we agree and acknowledge Vasco is required to comply with the anti-money laundering laws in force in a number of jurisdictions (including the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, the Foreign Account Tax Compliance Act (FATCA) and the Common Reporting Standard (CRS)) and I/we must provide Vasco with such additional information or documentation as Vasco may request of me/us for the purpose of Vasco satisfying its legal obligations otherwise my/our Application for Units may be refused, Units I/we hold may be compulsorily redeemed, and any disposal request by me/us may be delayed or refused and Vasco will not be liable for any loss arising as a result thereof;
- I/we have provided a tax file number, and if not, I/we consent to Vasco withholding tax at the highest marginal tax rate; and
- I/we acknowledge and agree to having read and understood the risks of investing in the fund as described in the PDS and understand that the risks associated with the Fund's investments may result in lower than expected returns or the loss of my/our investment.

I/We also warrant and acknowledge that:

- All information contained in my/our Application is true and correct;
- I/we are not a Politically Exposed Person (PEP) as defined by the AML/CTF legislation;
- I/we are not a US Person as defined under Regulation S of the US federal securities laws and will not hold Units for or on behalf of US Persons, nor am/are I/we subject to the reporting requirements of FATCA;
- if the Applicant is a SMSF, it is compliant and investing in this Fund complies with the Superannuation Industry (Supervision) Act 1993 (Cth); and
- I/we hold the appropriate authorisations to become an Investor in the Fund.

11. Declaration and applicant(s) signature(s) (continued)

Investor 1

Signature Date / /

Surname

Given name(s)

Capacity Sole Director Director Trustee Other

Investor 2 (joint investors)

Signature Date / /

Surname

Given name(s)

Capacity Director Company Secretary Trustee Other

Signing Authority

Please tick to indicate signing requirements for future instructions (e.g. withdrawals, change of account details, etc.)

- Only one required to sign.
- All signatories must sign.

PLEASE NOTE: All signatories must provide certified copies of their drivers license or passport in addition to any identification documents required by the Customer Identification Form required for the Investor.

12. Adviser use only

By submitting this form with this section completed by your advisor you consent to your advisor receiving information about your investment in the Fund.

Office name

Surname

Given name(s)

Title (Mr/Mrs/Miss/Ms)

Phone (business hours)

Adviser group email

Adviser group name

Adviser group AFSL

Important notes

This application must not be handed to any person unless the relevant PDS and access to the information incorporated into the PDS is also being provided. Vasco may in its absolute discretion refuse any application for Units. Persons external to Vasco or other entities who market Vasco products are not agents of Vasco but are independent investment advisers. Vasco will not be bound by representations or statements which are not contained in information disseminated by Vasco. Application monies paid by cheques from investment advisers will only be accepted if drawn from a trust account maintained in accordance with the Corporations Act.

Signatories

The table below provides guidance on completing the Declaration and applicant(s) signature's section of the application form.

Before signing the application form please ensure you have read the declaration.

Please note all signatories are required to provide a certified copy of their passport, drivers licence or other identification document(s) considered suitable to Vasco.

Type of investor	Names required	Signature required	TFN/ABN to be provided
Individual and/or joint investors	i. Full name of each investor (please do not use initials)	i. Individual investor's; or ii. each joint investor's	i. Individual investor's; or ii. each joint investor's
Sole trader	i. Full name of sole trader; and ii. Full business name (if any)	Sole trader's	Sole trader's
Australian or foreign company	i. Full company name as registered with the relevant regulator; and ii. Name of each director of the company; and iii. Full name of each beneficial owner*	i. Sole director's; or ii. Two directors'; or iii. One director's and company secretary's	Company's
Trust/Superannuation fund If you are investing on behalf of a superannuation fund, we will assume the superannuation fund to be a complying fund under the Superannuation Industry (Supervision) Act 1993 (Cth).	i. Full trust/superannuation fund name (e.g. Michael Smith Pty Ltd ATF Michael Smith Pty Ltd Super Fund); and ii. Full name of the trustee(s) in respect of the trust/super fund. Where the trustee is an individual, all information in the 'Individual and Sole Traders' section must be completed. If any of the trustees are an Australian company, all information in the 'Australian company' section must also be completed; and iii. Names of beneficiaries (if identified in Constitution). iv. Full name of the settlor**; and v. Full name of each beneficial owner	Individual trustee(s) 'as trustee for' If any of the trustees are an Australian company, the signatures set out in the 'Australian company' section are also required	Superannuation fund's or trust's
Account designation	Name of the responsible adult, as the investor	Adult(s) investing on behalf of the person/minor	Adult(s)
If the investment is being made under Power of Attorney (POA) Please ensure an original certified copy of the POA is attached to the application form. Each page of the POA must be certified.	i. Full name of each investor(s) (as listed in section 3); and ii. Full name of person holding POA (underneath signature)	Person holding Power of Attorney In the case that the POA document does not contain a sample of the POA's (i.e. Attorney's) signature, please provide a certified copy of either the POA's driver's licence or passport containing a sample of their signature	Individual investor's; or each joint investor's

* Beneficial owner means an individual who ultimately owns or controls (directly or indirectly) the investors. Owns mean ownership (either directly or indirectly) of 25% or more of the investor.

**This is not required in some circumstances.

15. Corporate Directory

Investment Manager

Unikorn Capital Pty Limited

ACN 645 627 621

20 Wolfe Road

East Ryde NSW 2113

Phone +612 8806 3714

Web www.unikorn.com.au

Responsible Entity

Vasco Responsible Entity Services Limited

ACN 160 969 120 AFSL No. 434533

Level 4, 99 William Street

Melbourne VIC 3000

Phone +613 8352 7120

Fax +613 8352 7199

Web www.vascofm.com

Administration Manager

Vasco Fund Services Pty Limited

ACN 610 512 331

Level 4, 99 William Street

Melbourne VIC 3000

Phone +613 8352 7120

Fax +613 8352 7199

Web www.vascofm.com

Custodian

Perpetual Corporate Trust Limited

ACN 000 341 533

Level 18, 123 Pitt Street

Sydney NSW 2000