

Opal Market Neutral Fund

Information Memorandum

July 2023

Issued by Perpetual Trust Services Limited ABN 48 000 142 049 AFSL 236648



OPAL
CAPITAL MANAGEMENT

Important Information

This Information Memorandum dated 28 July 2023 is issued by Perpetual Trust Services Limited ABN 48 000 142 049 AFSL 236648 (Perpetual or Trustee). This offer to subscribe for Units in the Opal Market Neutral Fund (Fund) is only made to Wholesale Clients (as defined under the Corporations Act (Australia)) and Wholesale Investors (as defined under the Financial Markets Conduct Act (New Zealand)). Opal Capital Management Pty Ltd ACN 637 079 979 AFSL 535844 (Opal or Investment Manager) is the Investment Manager of the Fund.

This Information Memorandum is intended solely for the use of the person to whom it has been delivered for the purpose of evaluation of a possible investment by the recipient in the Units described in it. The information contained in this Information Memorandum is provided on a confidential basis and is not to be reproduced or distributed to any other persons (other than professional advisers of the prospective investor receiving this Information Memorandum).

This Information Memorandum is not a product disclosure statement and therefore may not contain all the information that a prospective investor and the investor's adviser may expect or require in order to make an informed decision as to whether to subscribe for Units in the Fund. The information contained in this Information Memorandum is believed to be correct by the Trustee, but no warranty is made with respect to its completeness or accuracy. This Information Memorandum has not been and is not required to be lodged with the Australian Securities and Investments Commission under the Corporations Act, or in New Zealand with the Registrar of Financial Service Providers under the Financial Markets Conduct Act. The Fund is not required to be, and is not, registered as a managed investment scheme under the Corporations Act or the Financial Markets Conduct Act. The offer does not constitute an offer of Units in any jurisdiction in which, or to any person to whom, it would be unlawful to make an offer or invitation.

Units in the Fund are not offered in New Zealand other than to "wholesale investors" within the meaning of the Financial Markets Conduct Act 2013. If you are a New Zealand investor, and apply for units, you warrant that you are such a "wholesale investor" and agree that you will not sell the units in the Fund within 12 months after they are issued, in circumstances where disclosure would be required under Part 3 of the Financial Markets Conduct Act or in circumstances which may result in the issuer or its directors or related bodies corporate incurring any liability.

The investment objectives, investment needs, and the particular financial position of investors have not been taken into account in preparing this Information Memorandum. This Information Memorandum is not a recommendation of an investment in the Fund. This Information Memorandum is general in nature and is not to be considered as financial, legal or tax advice. There are risks associated with an investment in the Units in the Fund such as a loss of income or principal amount invested. Investment in the Fund should be regarded as speculative. None of the Trustee, the Investment Manager and their related bodies corporate, associates, officers or affiliates, guarantee the performance of the Fund or the repayment of capital from the Fund.

This Information Memorandum does not constitute a recommendation by the Trustee, the Investment Manager or any person named in this Information Memorandum to invest in Units in the Fund. This document should be read in its entirety before you make any decision to invest. Investors should obtain their own legal, tax, accounting or commercial advice.

Investments in the Fund are not deposits with or liabilities of the Trustee, Investment Manager, nor any associated company. Investments in the Fund are subject to investment and other risks, including possible delays in repayment and loss of income and capital invested. Recipients of this Memorandum should ensure they are fully aware of these risks before investing in the Fund. Please refer to Section 9 – 'Risks' for further details on the risks of investing in the Fund.

The Trustee may at its discretion amend or withdraw this Information Memorandum at any time and may issue a new or amended Information Memorandum from time to time. No cooling-off regime applies to the offer contained in this Information Memorandum. No information or representations in connection with the offer of Units, which is not contained in this Information Memorandum, should be relied upon in making an investment decision about the offer.

All information included in this Information Memorandum is current as at the date of issue. This Information Memorandum and the Constitution supersede all previous representations and communications (including investor presentations) for the Fund and the offer in this Memorandum.

This Information Memorandum must be read in conjunction with the Fund Constitution. Investors should review the Fund Constitution for further information regarding their rights and obligations as Unitholders in the Fund and the rights and obligations of the Trustee. To the extent that there are any inconsistencies between the Fund Constitution and this Information Memorandum, the Fund Constitution prevails.

Some important terms used in this Information Memorandum are defined in the Glossary in Section 17. References to "dollars" or "\$" are to Australian dollars, unless otherwise indicated. References to "you" or "your" are to Unitholders (and when the context requires, prospective investors) in the Fund.

Letter From The Investment Manager

Dear Investor,

I am pleased to offer you the opportunity to invest in the Opal Market Neutral Fund (Fund). The Fund aims to deliver consistent, risk-adjusted, absolute returns, uncorrelated with the broader equity market. Risk management is of utmost importance to Opal's process in order to prevent capital loss.

As a market neutral fund, the success of the Fund is determined by the appropriate selection of securities by Opal. Opal seeks to generate positive returns in all market environments, whether it is rising, falling or moving sideways. This significantly differs from traditional 'long only' funds, which rely on an underlying rise in the broader equity markets.

To ensure a high alignment of Opal's interests with the Fund's investors, I am significantly co-invested in the Fund, and I do not invest or trade in any listed equity securities globally. My work is solely dedicated to maximising the value of the Fund. This is coupled with the provision of monthly liquidity and no investor lockups.

Before deciding to invest, I encourage you to please read this Information Memorandum in full, including the section on risks, and seek professional advice.

I look forward to welcoming you into the Opal Market Neutral Fund.

Kind regards,



Omkar Joshi, CFA, CMT
Chief Investment Officer
Opal Capital Management

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1. Key Features

Fund Name	Opal Market Neutral Fund (Fund)
Trustee	Perpetual Trust Services Limited ABN 48 000 142 049 AFSL 236648 (Perpetual or Trustee)
Investment Manager	Opal Capital Management Pty Ltd ABN 21 637 079 979 AFSL 535844 (Opal or Investment Manager)
Prime Broker and Custodian	Merrill Lynch International (Prime Broker) and any additional prime broker(s) that may be appointed by the Trustee from time to time
Fund Administrator and Unit Registry	Apex Fund Services Pty Ltd ABN 81 118 902 891 AFSL 303253 (Apex or Administrator)
Fund Auditor	Ernst & Young
Investment Strategy	The Fund invests in long and short positions in predominantly Australian listed securities, whilst maintaining a market neutral structure. It is an active, high conviction fund, with a primary focus on bottom-up fundamental stock selection.
Investment Objective	The Fund aims to deliver absolute returns for investors in excess of the Fund Benchmark, with minimal correlation to equity markets.*
Investment Horizon	3-5 years
Investor Eligibility	Wholesale Clients and Wholesale Investors
Fund Benchmark	The Reserve Bank of Australia Cash Rate
Minimum Investment	\$250,000**
Minimum Additional Investment	\$100,000**
Minimum Redemption	\$25,000**
Classes of Units	Two classes of units are offered under this Information Memorandum, Master Class and Platform Class. Unitholders may elect to subscribe for a Class of Units that adopts either: <ul style="list-style-type: none"> ▪ a series accounting methodology – the Master Class; or ▪ a whole of fund accounting methodology – the Platform Class, for the purposes of calculating performance fees (refer to Sections 10.2 and 13).
Management Fee	1.95% p.a. (inclusive of GST net of any reduced input tax credits) of the Net Asset Value of the relevant Class or Series before deducting investment management fees, calculated and payable monthly in arrears.
Performance Fee	20.5% (inclusive of GST net of any reduced input tax credits) of the Fund's Outperformance of the relevant Class or Series above the Fund Benchmark, subject to the High Watermark, calculated and payable monthly.
Buy/Sell Spread	Nil
Entry and Exit Fees	Nil
Applications	Monthly on Subscription Day***
Redemptions	Monthly on Redemption Day, with twenty (20) Business Days' notice
Valuations	Monthly, on the last calendar day of the month
Distribution Frequency	Annually as at 30 June. Increased frequency at the discretion of the Trustee.

*There is no guarantee that the Fund's investment objective will be achieved. The Fund may not be successful in meeting this objective. Returns are not guaranteed.

**The Trustee and Investment Manager reserve the right to accept lower amounts from Wholesale Clients and Wholesale Investors

***The Trustee, in its sole discretion, may determine a Subscription Day to be a day other than the first Business Day of the month and investors will be notified if this is the case (i.e. Applications may be accepted more often than monthly).

2. Fund Overview

This Information Memorandum is issued by Perpetual Trust Services Limited ABN 48 000 142 049 AFSL 236648 (Perpetual or Trustee) to selected individuals who are Wholesale Clients and Wholesale Investors to offer Units in the Opal Market Neutral Fund (Fund). The Fund is an unregistered wholesale Australian resident unit trust. Perpetual is the trustee of the Fund. Opal Capital Management Pty Ltd (Opal or Investment Manager) has been appointed by the Trustee as Investment Manager of the Fund.

3. Trustee

Perpetual Trust Services Limited is the Trustee for the Fund. Perpetual Trust Services Limited ABN 48 000 142 049 AFSL 236648 is a wholly owned subsidiary of Perpetual Limited, and a part of Perpetual Group which has been in operation for over 135 years. Perpetual Limited is an Australian public company that has been listed on the Australian Securities Exchange for over 55 years.

The Trustee holds Australian Financial Services Licence number 236648 issued by ASIC, which authorises it to operate the Fund. The Trustee is bound by the Constitution and the Corporations Act.

The Trustee has the power to delegate certain aspects of its duties. The Trustee has appointed Opal as the investment manager of the Fund. There are no unusual or materially onerous terms in the agreement under which the Investment Manager has been appointed. The Trustee is able to terminate the Investment Manager's appointment under the Investment Management Agreement at any time in circumstances, including but not limited to:

- A special resolution is passed by Unitholders directing the Trustee to terminate the appointment of the Investment Manager;
- Where the Investment Manager enters into receivership, liquidation, is placed under official management or an administrator is appointed, ceases to carry on business as an investment manager or the Trustee is required to terminate the Investment Manager's appointment under the relevant law; or
- Where the Investment Manager breaches or fails to observe or perform any duty, obligation, representation, warranty or undertaking required of it under the Investment Management Agreement that in the opinion of the Trustee adversely affects the rights of Unitholders.

Termination in these circumstances is without payment of any penalty.

The Trustee has appointed Merrill Lynch International as Prime Broker and Custodian, and Apex Fund Services Pty Ltd as Administrator of the Fund.

4. Investment Manager

Opal is a specialist Australian equities investment manager based in Sydney. Omkar Joshi, the Chief Investment Officer of Opal, has over 14 years' experience in the financial services industry and significant prior experience managing long/short strategies at leading global and Australian hedge funds. Prior to founding Opal, he was most recently a Managing Director and Portfolio Manager at Point72 Asset Management, which manages more than US\$28bn, and immediately prior to that a Portfolio Manager at multi-award winning hedge fund, Regal Funds Management, which manages more than US\$3bn. Prior to this, Omkar was a Partner, Portfolio Manager and Sector Head at Watermark Funds Management. Previously, Omkar was an Equity Research Analyst at Credit Suisse. He began his career at KPMG in the Private Enterprise division.

Omkar is both a Chartered Financial Analyst (CFA) and a Chartered Market Technician (CMT) Charterholder and received his Bachelor of Commerce with High Distinction from the University of New

South Wales (UNSW) and Wharton School of the University of Pennsylvania. He has served on the UNSW Business School Alumni Advisory Board (2014 – 2020) and the Corporate Governance Board of the Lincoln Institute of Higher Education (2020 – 2021), and was also the Chair of its Finance, Audit and Risk Committee.

5. Investment Strategy

The Fund invests in long and short positions in predominantly Australian listed securities, whilst maintaining a market neutral structure. The Fund is an active, high conviction fund, with a primary focus on bottom-up fundamental stock selection. Opal does not have a value or growth bias, and instead focuses on generating returns on a consistent basis, irrespective of what style bias a company might fit into. Opal also firmly believes that there is a price for everything, and that the quality of a company changes over time.

Opal invests using an in-depth and comprehensive research process, which brings together fundamental analysis, by utilising numerous information sources and data feeds; and employing technical analysis. However, unlike traditional long-only managers, Opal employs a catalyst driven approach when timing the purchase or sale of shares, rather than utilising a buy and hold approach. Opal also maintains a regular company visitation schedule in helping it to identify investment opportunities.

The investment strategy does not generally involve the use of derivatives. However, the Fund may utilise derivatives, such as index futures, from time to time to manage risk or gain investment exposure if the Investment Manager believes this to be in the best interests of Unitholders. In order to maximise investor returns, Opal will aim to take into consideration franking credit benefits that can be passed through to Australian investors.

6. Investment Objective

The Fund aims to deliver absolute returns for investors in excess of the Fund Benchmark, with minimal correlation to equity markets.

7. What Does Market Neutral Mean?

The Fund operates in a market neutral structure. This is achieved by investing in two portfolios – a long portfolio and a short portfolio of similar dollar value and beta-adjusted dollar value. As a result, the returns of a market neutral fund should be uncorrelated with market movements. As a result, a market neutral fund seeks to generate positive returns in all market environments, whether it is rising, falling or moving sideways. A market neutral strategy will do well if the long positions outperform the short positions; regardless, of overall market direction.

The success of a market neutral fund is determined by the appropriate selection of securities by the fund manager rather than an underlying rise in the broader equity markets. This significantly differs from traditional 'long-only' funds. The short portfolio also adds another source of alpha, by virtue of being able to profit from a fall in share prices. This is not accessible to 'long-only' funds.

It is important to note that investing in a market neutral fund does not mean it is a low-risk investment. While Opal will do its best to manage risk in the portfolio, investors should expect that there may be months with negative returns.

8. Portfolio Construction

The Fund invests in predominantly Australian listed securities, with a significant skew towards large and mid-cap securities, which should bolster the liquidity of the portfolio.

In a market neutral strategy, Opal constructs two portfolios; a long and a short portfolio of approximately equal value. Both the long and short portfolio are comprised of around 20 to 30 positions each. Therefore, the Fund holds generally around 40 to 60 positions at any time.

The long and short portfolios are constructed bottom-up from individual investment ideas. The weighting of each investment in the portfolio is correlated with the level of conviction around individual investment ideas and the risks associated along with liquidity and size considerations.

Investment ideas emerge from detailed analysis of all the major industries that make up the Australian share market. Sector weights in the long and short portfolios are not balanced and may vary. These active sector skews reflect the views that emerge from Opal's investment ideas as well as Opal's broader macro views. This enables Opal to add alpha through both security selection and sector allocation.

Opal normally constructs the portfolio to include both mispriced long and short positions, and therefore both should add alpha as this mispricing corrects over time. Opal does not pursue a deliberate pairs trading strategy. While some natural pair trades will be entered into if they make sense, it is by no means necessary. Opal uses pair trades at times when Opal wishes to isolate a precise company insight and remove unintended risks. For example, pairing two bank stocks together allows Opal to isolate operational insights and minimise risk from the sector moving in any particular direction.

In order to maintain market neutrality, the Fund targets a net exposure (i.e. longs minus shorts) of generally no more than +/- 10%. The Fund typically maintains gross exposure (i.e. longs plus shorts) of around 150% to 250%, and generally no more than 300%. Market neutrality is usually achieved using single stock exposures, however, index futures may occasionally be used if necessary.

9. Risks

All investments have an inherent level of risk. Different types of investments have different risk characteristics, which will affect investment performance. Risk cannot be entirely avoided when investing.

Although Opal has an established investment process to help identify and manage risk as far as is practicable, it does not promise that the ways in which risks are managed will always be successful and, if certain risks materialise, the value of your investment could be adversely affected. Some risks can never be practically managed.

Potential investors should read this Information Memorandum in its entirety and seek professional advice before deciding to invest. Performance of the Fund is not guaranteed.

Some risks of investing in the Fund include, but are not limited to:

9.1. Investment manager risk and key person risks

The Fund relies heavily on the ability of Opal to identify securities that will enable its long portfolio to outperform its short portfolio. If Opal makes the wrong decisions, the Fund can have negative returns.

The Fund's trading is largely dependent on the continuation of the services and skills of Opal's officers and employees, and in particular, on Omkar Joshi, as Portfolio Manager.

9.2. Market and economic risk

Certain events may have a negative effect on the price of all types of investments within a particular market. These events may include changes in economic, social, technological or political conditions, as well as market sentiment, the causes of which may include changes in governments or government policies, political unrest, wars, terrorism, pandemics and natural, nuclear and environmental disasters. The duration and potential impacts of such events can be highly unpredictable, which may give rise to increased and/or prolonged market volatility.

9.3. Concentration risk

Opal intends to seek to diversify the Fund's investments as it deems appropriate and consistent with the Fund's investment objective. If the Fund's investment portfolio is concentrated in a small number of investments, the portfolio will be subject to a greater level of volatility. Opal seeks to reduce this risk by limiting maximum position sizes to generally around 10% of invested capital.

9.4. Capacity risk

Opal believes there is a limit to the maximum amount of assets it can manage using the investment strategy employed by the Fund, based on market size and prevailing investment opportunities. There is a risk that due to strong performance of the Fund and/or the issuance of additional Units in the Fund, or as a result of Opal managing the same or a similar strategy in relation to another fund or vehicle, Opal deploys more funds in total using the investment strategy than it believes is optimal which may detract from the performance of the Fund. Opal seeks to manage this risk by closely monitoring funds under management using the investment strategy and limiting the money it manages.

9.5. Counterparty or credit risk

Counterparty risk is the risk that a counterparty to a contract will fail to perform contractual obligations (e.g. default in either whole or part) under the contract. This is also sometimes referred to as 'credit risk'. The Fund may be subject to the default of a counterparty. The institutions (such as brokerage and trading firms and banks) with which the Fund does business, or to which securities have been entrusted for custodial purposes, could encounter financial difficulties. This could impair the operational capabilities or the capital position of a Fund or create unanticipated trading risks.

In addition, the Fund's investments may be borrowed, lent or otherwise used by the Prime Brokers for their own purposes. These assets become the property of the Prime Broker and the Fund has a right against the Prime Broker for the return of equivalent assets. The Fund ranks as an unsecured creditor for the equivalent assets and there is a risk that the Prime Broker does not return equivalent assets or value to the Fund (for example, because of insolvency).

9.6. Derivative risk

The value of a derivative may fail to move in line with the underlying asset. In addition, the derivative may be illiquid or either the Fund or the counterparty to the derivative contract may not meet their contractual obligations. This may have an adverse effect on the value of the Fund's investments. While

using derivatives for hedging can reduce the risk associated with an investment, it cannot be guaranteed that hedging will always be successful.

9.7. Short selling risk

The Fund engages in short selling. Selling securities short creates the risk of losing an amount greater than the initial investment, and can also involve borrowing and other costs which may reduce profits or create losses in particular positions.

9.8. Regulatory and government policy changes

Legal, tax, regulatory and government policy changes in the Australian and international investment environment may occur during the term of investment in the Fund. These changes may have negative impacts on both income and capital returns from an investment.

9.9. Interest rate risk

Interest rate movements may adversely affect the capital value or income of a security held by the Fund.

9.10. International investing risk

On occasion, the Fund may also invest in listed securities in New Zealand, which may give rise to foreign currency exposure. The relative strength or weakness of the Australian dollar against other currencies will affect the Fund's performance and the Fund may have less protection under laws outside of Australia. The Investment Manager does not intend to hedge any currency exposures.

9.11. Fund risk

Risks particular to the Fund include the risk that it could be terminated or that the fees and expenses could change. The Trustee of the Fund, Perpetual, could be replaced. The Trustee has the discretion to compulsorily redeem Units. In addition, there is also a risk that investing in the Fund may give different results than investing directly in securities because of income or capital gains accrued in the Fund and the consequences of investment and withdrawal by other Unitholders. As the Fund has a limited operating history, there is no basis on which to predict the future performance of the Fund or its underlying portfolios.

9.12. Leverage risk

The Fund uses leverage where the Investment Manager believes it may enable the Fund to achieve a higher rate of return. Accordingly, the Fund may pledge securities in order to borrow additional funds for investment purposes. The amount of borrowings which the Fund may have outstanding at any time may be substantial in relation to its capital. Leverage can magnify both the gains and losses and Unitholders may experience increased volatility in the value of their investments.

9.13. Liquidity risk

The Fund may be forced to sell investments in stressed scenarios including to meet claims related to Unitholder redemptions or to meet loan commitments on leveraged capital. Lack of liquidity or market depth can affect the valuation of the Fund’s assets as it looks to realise securities at quoted prices. The Trustee may suspend redemptions and the payment of withdrawal proceeds during periods where the Fund’s investments cannot be realised at an appropriate price or on adequate terms.

9.14. Distribution risk

The Fund intends to pay an annual distribution. This distribution is not of a fixed amount, and, in some years, and potentially for an extended period of time, no distribution may be paid. In some years there may be more than one distribution paid. No guarantee can be given concerning the distributions made by the Fund, the future earnings of the Fund, the income and capital appreciation of the portfolio or the return of capital invested by Unitholders.

9.15. Cyber risk

There is a risk of fraud, data loss, business disruption or damage to the information of the Fund or to investors’ personal information as a result of a threat or failure to protect the information or personal data stored within the IT systems and networks of the Trustee or other service providers.

10. Fees and Other Costs

The fees listed below are currently applicable for all investments in the Fund as at the date of this Information Memorandum. The Trustee will give Unitholders prior written notice of any variation of fees or charges by the Fund.

Fee	Amount
Management Fee (Master Class and Platform Class)	1.95% p.a. (inclusive of GST net of any reduced input tax credits) of the Net Asset Value of the relevant Class or Series before deducting investment management fees, calculated and payable monthly in arrears.
Performance Fee (Master Class and Platform Class)	20.5% (inclusive of GST net of any reduced input tax credits) of the Fund’s Outperformance of the relevant Class or Series above the Fund Benchmark, subject to the relevant High Watermark for the Class or Series, calculated and payable monthly in arrears.
Entry and Exit Fees	Nil
Buy/Sell Spread	Nil

10.1. Management Fee

The Trustee is entitled to receive a management fee of 1.95% per annum (inclusive of GST net of any reduced input tax credits) of the Net Asset Value of the relevant Class or Series before deducting any investment management fees in respect of the Master Class and Platform Class (each a **Management Fee**). This Management Fee is calculated monthly and is payable monthly in arrears from assets of the Fund. Under the Investment Management Agreement under which Opal is appointed as Investment Manager of the Fund, the Investment Manager is entitled to receive an investment management fee. The Trustee will pay the Investment Manager’s fee out of the Management Fee to which the Trustee is entitled.

10.2. Performance Fee

The Investment Manager will be entitled to receive a performance fee from the Fund equal to 20.5% (inclusive of GST net of any reduced input tax credits) of the Fund's Outperformance of the relevant Class or Series above the Fund Benchmark, subject to the relevant High Watermark for the Class or Series. In relation to the Platform Class, the performance fee is referable to the performance of the Platform Class as a whole without regard to the different times investors invest into the Platform Class. In relation to the Master Class, the performance fee is referable to the performance of each Series issued within the Master Class. Outperformance is calculated as the amount by which the NAV per Unit (before deducting the relevant Management Fees and any expenses) of the relevant Series or Class exceeds the Fund Benchmark subject to the relevant High Watermark for the Series or Class. The High Watermark means, until a performance fee for a Series (within the Master Class) or the Platform Class first becomes payable, the initial Issue Price of the Series (within the Master Class) or Platform Class or otherwise, the highest NAV per Unit of a Series (within the Master Class) or the Platform Class at the beginning of any Performance Period in which a Performance Fee has been payable and deducted. The Fund Benchmark is the Reserve Bank of Australia Cash Rate. The performance fee is referable to the Series (Master Class) or Class of Units (Platform Class) you have invested in.

The performance fee is calculated and accrues monthly against the relevant Series (within the Master Class) or the Platform Class and subject to the High Watermark is paid in arrears at the end of each Performance Period. The Trustee will pay the Performance Fee to the Investment Manager directly from the Fund.

10.3. Other Fees

Entry Fee

The Fund does not charge an entry fee.

Buy/Sell Spread

The Fund does not charge any buy/sell spread.

Exit Fee

The Fund does not charge an exit fee.

Expenses

Ordinary expenses are a cost of the Fund and include trustee fees, audit fees, legal fees, administrator fees, accounting and taxation preparation costs, taxes, fund formation costs¹ and other expenses allowable under the Constitution. Some of these fees are fixed and will fall as a proportion of the Fund as the Fund assets grow.

Abnormal expenses are expected to occur infrequently and may include (without limitation) costs of litigation to protect investors' rights, costs to defend claims in relation to the Fund, legal fees, once off

¹ The initial setup costs of the Fund will be amortised over 5 years. The Investment Manager believes that such treatment is more equitable than expensing the entire amount during the first year of operation, as is required by Australian Accounting Standards. Accordingly, there may be a difference between the NAV reported in the financial statements and the NAV as outlined in this Information Memorandum.

or non “business as usual” fees, and termination and wind up costs. If abnormal expenses are incurred, they will be deducted from the assets of the Fund as and when they are incurred.

Goods and Services Tax

Fees and charges quoted in this Information Memorandum are subject to GST where applicable net of reduced input tax credits, at the rate applying on the date of the fee or charge, unless otherwise stated. The Fund may be entitled to claim back reduced input tax credits on some of its expenses as applicable in line with GST legislation.

Commission Payments

To the extent permitted by law, Opal may pay fees, commissions and/or trailing commissions to financial intermediaries who introduce capital to the Fund. Some financial intermediaries may elect to rebate all or some of their fee or commission and waive any trailing commission as part of their fee arrangement with investors. Such independent financial intermediaries are not agents of Opal, and Opal is not liable for their acts or omissions.

Soft Commissions

Opal may receive benefits (sometimes referred to as ‘soft dollar commissions’) from brokers and counterparties selected to execute transactions on behalf of the Fund. The benefits (such as, for example, research services or market data) provided under such arrangements will generally assist Opal in the provision of investment services to the Fund. Opal is entitled to retain these benefits, and is not accountable in any way to the Fund nor any Unitholders. In selecting brokers or dealers to effect portfolio transactions, Opal need not solicit competitive bids and does not have an obligation to seek the lowest available commission cost.

Portfolio transactions for the Fund will be allocated to brokers on the basis of a number of factors including, but not limited to, best execution and in consideration of a broker’s ability to effect the transactions, its facilities, reliability and financial responsibility and the provision or payment by the broker of the costs of research and research-related services that are of benefit to the Fund, the Investment Manager, or related funds and accounts. Accordingly, the commission rates (or dealer mark-ups and markdowns arising in connection with riskless principal transactions) charged to the Fund by brokers in the foregoing circumstances may be higher than those charged by other brokers who may not offer such services. Where a product or service obtained with commission dollars provides both research and non-research assistance to the Investment Manager, the Fund will make a reasonable allocation of the cost which may be paid for with commission dollars.

Fees Waiver, Deferral or Reduction

The Trustee retains the sole discretion to elect to waive, defer or reduce any fees from time to time. Any such waiver, deferral or reduction will in no way affect the right to receive any fees payable. The Trustee retains the absolute discretion to rebate, waive, defer or reduce all or any part of any fees applicable to Units for certain Unitholders and/or pay all or part of such fees to third parties for services related to the placement of Units.

11. How to Make an Investment or Withdrawal

11.1. Initial Investment

The Fund is an Australian open-ended unit trust and is not required to be, nor is it, registered under the Corporations Act. You must be a “wholesale client” as defined by the Corporations Act in Australia or a “wholesale investor” as defined by the Financial Markets Conduct Act in New Zealand to invest in the Fund.

The minimum initial investment amount is \$250,000 unless otherwise agreed with the Trustee and Investment Manager.

Simply complete the **Application Form** (including all supporting identification documentation and applicable certificates), and send them to Apex Fund Services Pty Ltd (Administrator) as follows:

Apex Fund Services Pty Ltd
Opal Market Neutral Fund
GPO Box 4968
Sydney, NSW 2001

You may also complete your application online by going to the Fund’s website at **www.opal.capital**

Lodged applications cannot generally be withdrawn once they are received by the Administrator.

For questions about completing application forms, please contact the Administrator on **1300 133 451** or at **registry@apexgroup.com**

Master Class and Platform Class

Unitholders may elect to apply for a Class of Units that adopts either:

- a series accounting methodology – the Master Class; or
- a whole of fund accounting methodology – the Platform Class,

for the purposes of calculating performance fees. Refer to Sections 10.2 and 13.

What is a Wholesale Client (for Australian Investors)?

If you are applying for \$500,000 or more, you’ll be automatically deemed wholesale client and no additional documentation is required.

If you are investing less than \$500,000, the easiest way to establish that you are a wholesale client is to arrange for your accountant to provide an Accountant’s Certificate that is less than 24 months old certifying that:

- The investor themselves has the Required Net Assets or the Required Gross Income;
- Together with any trusts or companies the investor controls, the investor has the Required Net Assets or the Required Gross Income; or
- The investor is a trust or company controlled by a person who has the Required Net Assets or the Required Gross Income.

Required Net Assets means net assets of at least \$2,500,000.

Required Gross Income means for each of the last two financial years, at least \$250,000 a year.

There are other ways that you can qualify as a wholesale client, including:

- You hold an Australian financial services licence; or
- Provide a statutory declaration (or other satisfactory evidence) that you meet any of the other categories of wholesale client. These include that you:
 - Are a person regulated by the Australian Prudential Regulation Authority (other than a trustee of a superannuation fund, an approved deposit fund, a pooled superannuation trust or a public sector superannuation scheme);
 - Are a trustee of a superannuation fund, an approved deposit fund, a pooled superannuation trust or a public sector superannuation scheme within the meaning of the Superannuation Industry (Supervision) Act 1993 (Cth) with net assets of at least \$10 million;
 - Control at least \$10 million for the purposes of investment in financial products (including any amount held by an associate or under a trust that the investing entity manages);
 - Are a manufacturer and employ 100 or more people acquiring units in the Fund in connection with your business;
 - The investing entity is not a manufacturer but employs 20 or more people and is acquiring units in the Fund in connection with its business; or
 - Are a listed entity, or a related body corporate of a listed entity.

Please contact the Administrator if you need assistance in providing the appropriate documentation to certify that you are a Wholesale Client.

What is a Wholesale Investor (for New Zealand investors)?

If you:

- are an investment business; or
- meet the investment activity criteria; or
- are large; or
- are a government agency;

within the meaning of clauses 3(2) and 36 of Schedule 1 of the Financial Markets Conduct Act 2013, you will qualify as a "wholesale investor". To invest, you must provide a certification to that effect.

You will also be a "wholesale investor" if you are an "eligible investor" within the meaning of clause 41 of Schedule 1 of the Financial Markets Conduct Act 2013, by virtue of having previous experience in acquiring or disposing of financial products that allows you to assess:

- the merits of the transaction or class of transactions (including assessing the value and the risks of the financial products involved); and
- your own information needs in relation to the transaction or those transactions; and
- the adequacy of the information provided by any person involved in the transaction or those transactions.

To invest as an eligible investor, you must provide an eligible investor certificate from your accountant, lawyer or financial adviser.

Please contact the Administrator if you need assistance in providing the appropriate documentation to certify that you are a Wholesale Investor.

How to Pay

You can pay for your investment by using any of the three following methods:

- 1) Electronic Funds Transfer (EFT) from your financial institution account to the following account:

Bank	National Australia Bank
Account Name:	Perpetual Trust Services Limited ATF <Opal Market Neutral Fund> Application Account
BSB:	082-057
Account Number:	23 473 1877

All EFT payments must be accompanied by a notification email to registry@apexgroup.com to ensure that the investor account is properly credited.

- 2) Direct Debit by completing the **Direct Debit Request Form**.
- 3) Cheque made payable to **Perpetual Trust Services Limited ATF <Opal Market Neutral Fund> Application Account** and sent to the Administrator at the following address:

Apex Fund Services Pty Ltd
Opal Market Neutral Fund
GPO Box 4968
Sydney, NSW 2001

Processing

Applications will be processed on the Subscription Day which is generally the first Business Day of each month. The Trustee may refuse investment applications and need not provide reasons. Rejected, invalid or incomplete applications will be returned to applicants as soon as possible. Interest is not payable on rejected application monies. A confirmation advice of the Unit holding will be issued as soon as practicable following the determination of the applicable unit price.

A completed **Application Form** (including all supporting documentation and application monies) must be received by the Administrator on or before 5pm AEST on the last Business Day prior to the Subscription Day for it to be processed on the Subscription Day. Application monies in cleared funds must be received into the Fund's Application Account no later than 5pm AEST on the Business Day prior to the Subscription Day. Any application monies (in cleared funds) or incomplete Application Form received after 5pm AEST on the last Business Day prior to the Subscription Day will be processed on the next available Subscription Day

For example, if the Subscription Day is 1 October (assuming this is a Business Day), the **Application Form** and funds will need to be received by the Administrator by 5pm AEST on 30 September (or if 30 September is not a Business Day, the Business Day immediately prior to 30 September). The Trustee may determine a Subscription Day to be a day other than the first Business Day of the month and investors will be notified if this is the case.

Neither the Administrator, Trustee or Investment Manager accept any responsibility or liability for any loss caused as a result of non-receipt or ineligibility of any mail, facsimile notice or email or for any loss caused in respect of any action taken as a consequence of such instruction believed in good faith to have originated from properly authorised persons.

No interest will be paid to investors on application amounts received. Application monies will be held in a trust account until they are invested in the Fund and any interest earned will not be paid to applicants but will be retained for the benefit of the Fund.

Application Confirmation

The Administrator will acknowledge receipt of any subscription, redemption or transfer request on behalf of the Fund, and in the event no acknowledgement is received from the Administrator within 5 Business Days of submitting the request, the Unitholder should assume that the transaction request has not been received and they should contact the Administrator on **1300 133 451** or at **registry@apexgroup.com** to confirm the status of their request.

If You Have Any Further Questions

If you have any questions about any matter relating to the Fund's strategy, people and process, please email the Investment Manager at **investor.relations@opal.capital**. For questions about forms, applications, redemptions, confirmation notices, tax statements or unit pricing please contact the Administrator on **1300 133 451** or at **registry@apexgroup.com**

11.2. Additional Investment

The minimum amount for additional investments into the Fund is generally \$100,000 (unless otherwise agreed with the Trustee and Investment Manager).

Use the **Additional Application Form** available from the Administrator or Investment Manager at **www.opal.capital**

Please mail or email this form to the Administrator:

**Apex Fund Services Pty Ltd
Opal Market Neutral Fund
GPO Box 4968
Sydney, NSW 2001**

OR via email at **registry@apexgroup.com**

Lodged applications cannot generally be withdrawn once they are received by the Administrator.

For questions about completing application forms please contact the Administrator on **1300 133 451** or at **registry@apexgroup.com**

Payment of your additional investment can be by EFT from your financial institution account. All EFT payments must be accompanied by a notification email to **registry@apexgroup.com** ensure that the investor account is properly credited.

You will receive confirmation when your additional application is accepted.

If your correctly completed **Additional Application Form** is received and accepted, and cleared funds are received in the Fund's Application Account prior to the commencement of a calendar month, your application for the issue of Units will be processed on the Subscription Day, which is generally the first Business Day of each month. Applications received after this time will be carried forward and processed in the following month.

11.3. Withdrawals

To withdraw part or all your investment in the Fund, complete the **Withdrawal Form** available from the Investment Manager or the Administrator and submit the form to the Administrator.

The minimum withdrawal amount is \$25,000 (unless otherwise agreed by the Trustee and Investment Manager), and you need to keep a minimum of \$250,000 invested otherwise we may redeem your entire investment. We may waive these requirements generally, or on a case-by-case basis.

Send your **Withdrawal Form** by mail or email to the Administrator as follows:

**Apex Fund Services Pty Ltd
Opal Market Neutral Fund
GPO Box 4968
SYDNEY, NSW 2001**

OR via email to registry@apexgroup.com

For questions about completing the **Withdrawal Form** please contact the Administrator on **1300 133 451**

Once lodged, withdrawal requests cannot generally be withdrawn.

Your withdrawal will be paid by transfer to your nominated account, normally within 10 Business Days of the Redemption Day (which is generally the first Business Day of each month). There can be delays in certain circumstances, as set out below.

Processing

If your completed written withdrawal request is received and accepted by the Administrator before 5pm AEST at least twenty (20) Business Days prior to the Redemption Day your withdrawal request will generally be processed on the Redemption Day using the redemption price calculated as at the last calendar day of the prior month for the relevant Series or Class in which you are invested. Withdrawal requests received and accepted after this time will be processed at the redemption price calculated for the subsequent month.

For example, if a signed and completed withdrawal request is received on 1 January, the withdrawal request will be processed on 1 February (assuming this is a Business Day) using the redemption price calculated as at the last calendar day in January for the relevant Series or Class.

Withdrawal proceeds will generally be payable within 10 Business Days of the Redemption Day unless the Redemption Day is on or around 1 July. It should be noted that for withdrawals at 30 June, the Net Asset Value will not be finalised until the distribution for the year ended on that date is finalised. Withdrawal requests for the Redemption Day on or around 1 July are therefore likely to be delayed.

The Administrator will acknowledge receipt of any withdrawal request on behalf of the Fund, and in the event no acknowledgement is received from the Administrator within 5 Business Days of submitting the request, the Unitholder should assume that the redemption request has not been received and they should contact the Administrator on **1300 133 451** or at registry@apexgroup.com to confirm the status of their request. No redemption proceeds will be paid to the redeeming Unitholder until the Administrator has received the withdrawal request signed by the Unitholder or an authorised signatory of the Unitholder.

Neither the Trustee nor the Administrator shall be responsible for any mis-delivery or non-receipt of any email. Emails sent to the Trustee or the Administrator shall only be effective when actually received by the Trustee or the Administrator. Unitholders are advised to contact the Administrator on **1300 133 451** to confirm that the Administrator has received the facsimile or email redemption request.

In the event that a Unitholder subscribes for several Series of Units at different times in the Master Class, such Units shall be redeemed on a "first acquired, first redeemed" basis. A withdrawal request should be signed by the appropriate signatory and in the case of a Unitholder which is a company, should be executed in accordance with the company's constitution.

Deductions

The Trustee may deduct from any money payable to an investor (including on winding up) or otherwise recover from an investor including:

- Any moneys due to the Trustee by the investor; and
- Any money the Trustee (as trustee or in any other capacity) owes someone else relating to the investor.

Delaying Access to Your Investment

The Fund Constitution provides the Trustee with the ability to stagger withdrawals on a pro-rata basis if the Trustee receives withdrawal requests for a Redemption Day equal to more than 5% of the Units in a Class from an individual Unitholder (or such higher percentage as the Trustee may in its discretion determine) or 10% of the Units in a Class (or such higher percentage as the Trustee may in its discretion determine). It also provides the Trustee with the ability to suspend withdrawals if the Trustee believes that it is in the best interest of the Unitholders as a whole, for example if it is impracticable to calculate the Net Asset Value of the Fund's assets due to the closure of or trading restrictions on, a security or other exchange.

Compulsory Redemptions

The Trustee may compulsorily redeem units without an investor lodging a withdrawal request in limited circumstances, including (without limiting):

- If you have breached your obligations to the Trustee;
- To satisfy any amount of money due to the Trustee (as trustee or in any other capacity) by you;
- To satisfy any amount of money the Trustee (as trustee or in any other capacity) owes someone else relating to your investment;
- Where the Trustee suspects that law prohibits you from legally being an investor in the Fund; or
- Such other circumstance as the Investment Manager determines to be appropriate in its absolute discretion.

12. Issue of Units, Classes and Series

The Trustee may create and issue different classes of Units. This Information Memorandum only offers Units in the Master Class or Platform Class. Depending on which Class of Units an Investor applies for, it will be issued a number of Units in a relevant Class in the Fund. For the Master Class, the Administrator will issue a different Series of Units to investors, depending on when their investment in the Fund is made. The Platform Class will use whole of fund accounting, meaning that each new application is allocated to the existing Class of Units.

The Issue Price of the relevant Series or Class will be based on the NAV per Unit of the relevant Series or Class at the immediately preceding Valuation Day (refer to Section 13 – 'Valuations and Unit Pricing') or \$1 for the initial Units in a new Class. For the Master Class, a new Series will be issued if the NAV of the Master Series is under the High Watermark for that Series in order to ensure that Unitholders bear the performance fee according to the actual performance of their Units. For the avoidance of doubt, in relation to the Master Class, all Units in a specific Series will have the same Unit price, but the Unit price of each Series will vary depending on the specific performance attributable to that Series. All Units in the Platform Class will have the same Unit price.

Master Class Only

As described in Section 10 – ‘Fees and Other Costs’, the Investment Manager is entitled to receive a performance fee with respect to each Series in the event that a Series’ performance exceeds the Fund Benchmark and the High Watermark based on the previous highest Net Asset Value per Unit of the applicable Series. As Unitholders may apply for Units at different times and at a different Net Asset Value per Unit relative to the High Watermark, the issuance of a new Series will enable performance fees to be allocated equitably among Unitholders holding Units in the Master Class.

As soon as practicable after the Valuation Day in each Performance Period, all Units in all Series which have borne a performance fee in respect of the relevant Performance Period will normally be consolidated into a single Series, being the oldest Series of such Class to have borne a performance fee in respect of the relevant Performance Period. The High Watermark for all Units of the consolidated Series will be the NAV per Unit of that consolidated Series as at the Valuation Day in the relevant Performance Period, after payment of the performance fee.

If a performance fee is not payable for a particular Series at the end of the Performance Period, the Series will not be consolidated.

Each Series will be designated sequentially where the initial Series issued will be Master Class – Master Series, followed by Series MONTH / YEAR eg Master Class – Series Jan 2024, Master Class – Series Feb 2024 and so on. Such reclassifications will not result in any economic change in a Unitholder’s investment, and will be accomplished by converting or reclassifying the entire Series into the oldest Series.

13. Valuations and Unit Pricing

The Trustee has delegated to the Administrator the determination of the Net Asset Value of the Fund and the Net Asset Value per Unit of each Class and Series, subject to the overall supervision and direction of the Trustees.

In determining the Net Asset Value of the Fund, and the Net Asset Value per Unit of each Class and Series, the Administrator will follow the valuation policies and procedures adopted by the Fund as set out below.

For the purpose of calculating the Net Asset Value of the Fund, the Administrator shall, and shall be entitled to, rely on, and will not be responsible for the accuracy of, financial data furnished to it by the Prime Broker(s) appointed by the Fund, market makers and/or independent third-party pricing services. The Administrator may also use and rely on industry standard financial models in pricing any of the Fund’s and/or the Fund’s securities or other assets.

As of the close of business in the last relevant market to close on the last calendar day of each month, the Fund’s Net Asset Value and the Net Asset Value per Unit of each Class and Series will be determined.

The Net Asset Value of the Fund will generally be equal to the total assets minus the total liabilities of the Fund, including accruals for all fees and expenses.

The Net Asset Value per Unit of each Series (Master Class) or Class (Platform Class) will be calculated based on the Net Asset Value of the applicable Series (Master Class) or Class (Platform Class) (after allocation of profits, losses and performance fee when applicable) divided by the number of Units on issue in that Series (Master Class) or Class (Platform Class). The expenses incurred are charged at the Fund level and apportioned between the Series (Master Class) or Class (Platform Class) prior to the allocation of profits, losses and performance fee (if any) for each applicable Series (Master Class)

or Class (Platform Class). The Fund Constitution allows Unit prices to be adjusted for a buy/sell spread at the Trustee's discretion. However, the Fund currently does not charge any buy/sell spread for Units in the Fund. Unitholders will be advised of the Net Asset Value of their Units monthly in the monthly statement.

The Fund employs series accounting in respect of the Master Class meaning each new application is allocated to a specific Series. Whereas the Platform Class applies whole of fund accounting, meaning that each new application is allocated to the existing Class of Units.

14. Distributions

Any Fund income available for distribution, less expenses, will be distributed annually, as soon as practicable after each 30 June, or part way through the year, as determined by the Trustee. The distribution will be calculated and distributed based on the unitholding as at the Distribution Date.

Where a Unitholder redeems its Units, or has redeemed its Units during the year, the Trustee may determine the amount of the Fund net income that is referable to those redeemed Units. Where income is referable to redeemed Units, the redemption proceeds may comprise capital and income in proportions determined by the Trustee pursuant to the Fund Constitution. The Trustee will notify the Unitholder of the composition of the redemption proceeds.

For Unitholders who remain invested at a Distribution Date, the Trustee will calculate distributions referable to each Class and Series. Distributions will be based on the Fund's income for that period, after taking into account any income that may have been distributed as redemption proceeds.

Immediately after a distribution is declared, the unit price will usually fall by the amount of the distribution. This is because the distribution reduces the Fund's assets.

Distributions are not pro-rated for investors who were not unit holders for the whole distribution period, meaning that you may receive some of your investment back immediately as income if you invest just before a distribution.

This is conversely, if you withdraw from the Fund just before a distribution, you might in effect turn income into a capital gain.

Unitholders in the Fund can indicate a preference to have their distribution:

- reinvested back into the Fund; or
- directly credited to their nominated account.

Unitholders who do not indicate a preference will have their distributions automatically reinvested. Units that are issued on reinvestment will be issued on the next Business Day after the relevant distribution period. For the Master Class, distributions are either reinvested in a new Series of the same Class, or, are reinvested in the Master Series of the same Class if a performance fee is payable for that Performance Period. For the Platform Class, distributions are reinvested in the existing Class of Units. There is no buy spread on distributions that are reinvested.

15. Tax Considerations

Investing in the Fund will have tax implications which depend upon each Unitholder's particular situation. The tax information provided below is general tax information only, it does not purport to be comprehensive and it should not be relied upon by Unitholders as it may not relate to an investor's particular situation. It is recommended that all investors seek their own professional advice on the tax

implications before investing in the Fund. Tax laws relating to the taxation of trusts are complex and are subject to change. The tax laws may have changed since the issue of this Information Memorandum.

15.1. Taxation of Resident Unitholders

The following information summarises some of the Australian taxation issues you may wish to consider before making an investment in the Fund and assumes that you are an Australian resident individual for tax purposes and hold your investment in the Fund on capital account and are not considered to be carrying on a business of investing, trading in investments, or investing for the purpose of profit making by sale. The information should be used as a guide only and does not constitute professional tax advice as individual circumstances may differ.

Tax File Numbers and Australian Business Numbers

As the Fund will be an investment body for income tax purposes, the Fund will be required to obtain a Tax File Number (TFN) or Australian Business Number (ABN) in certain cases from its Unitholders.

It is not compulsory for a Unitholder to quote their TFN or ABN. If a Unitholder is making this investment in the course of a business or enterprise, the Unitholder may quote an ABN instead of a TFN. Failure by a Unitholder to quote an ABN or TFN or claim an exemption may cause the Trustee to withhold tax at the top marginal rate, plus levies, on gross payments including distributions of income to the Unitholder. The Unitholder may be able to claim a credit in their tax return for any TFN or ABN tax withheld. Collection of TFNs is permitted under taxation and privacy legislation.

Income and capital gains made by the Fund

The Fund is a resident of Australia for tax purposes. The Fund should not generally be liable to Australian income tax as it will distribute all the income of the Fund each year. The Unitholder's share or allocation of taxable income of the Fund for each year ended 30 June should generally be included as assessable income in the Unitholder's tax return for each such year, even if distributions are reinvested in additional Units in the Fund in the next year.

Australian resident Unitholders may be required to include in their assessable income their share of any foreign taxes borne by the Fund. Unitholders may be entitled to a tax credit for foreign taxes borne by the Fund.

If the Fund qualifies as a Managed Investment Trust (MIT) for tax purposes, it may be eligible to make an irrevocable election to apply the Capital Gains Tax (CGT) provisions as the primary code for assessing gains and losses on the disposal of certain assets, including for example shares and units. In that instance the Fund should be deemed to hold these assets on capital account and Unitholders may be entitled to receive the benefit of the CGT discount on distributions of capital gains (the requirements for accessing the CGT discount concession are discussed below). The Trustee will continue to monitor its eligibility on a year by year basis.

The new Attribution Managed Investment Trust (AMIT) regime commenced on 1 July 2016. Under the AMIT regime, where a MIT satisfies certain requirements, the taxable income will be allocated to Unitholders on an "attribution" basis rather than on a present entitlement basis. The AMIT regime also contains additional rules which may impact the Fund, including specific rules about carrying forward under/over distributions of income. The changes provide certain concessions to eligible AMITs and their members, provided the relevant criteria for accessing these concessions are satisfied. While the AMIT provisions are not expected to materially change the way in which Unitholders would be taxed (as compared to the ordinary trust taxation provisions), the AMIT provisions are intended to provide more certainty on the application of the income tax provisions to the Fund and its Unitholders.

If eligible, the Trustee intends to make the election for the Fund to be treated as an AMIT from its first income year.

At the end of each year, Unitholders will be sent a tax statement that will indicate the composition of the income distributed. This will include details of assessable income, capital gains, tax credits and any other relevant tax information to include in each Unitholder's tax return.

If the Fund cannot or does not elect into the AMIT rules, the general taxation rules on trusts will continue to apply to the Fund. If this is the case, it is intended that investors will be presently entitled to all of the income of the Fund for each financial year such that no taxation liability will accrue to the Trustee. This means that Unitholders should be taxed on their share of the Fund's net taxable income.

Tax implications on withdrawal (redemption)

The redemption of a Unit from the Fund is a taxable event for CGT purposes. To the extent that the withdrawal proceeds exceed the CGT cost base of the Unit, the Unitholder will make a capital gain. However, if the proceeds on redemption are less than the Unitholder's CGT reduced cost base, the Unitholder will make a loss.

The Trustee will advise the Unitholder what part (if any) of the proceeds on redemption reflect the Unitholder's share in the taxable income of the Fund and therefore is assessable income for tax purposes. The balance reflects the capital proceeds on withdrawal and may, depending on the Unitholder's tax circumstances, be subject to the CGT provisions.

An Australian resident Unitholder may be entitled to a 50% CGT discount (where the Unitholder is an individual or trust) or a 33⅓% CGT discount (where the Unitholder is a complying superannuation fund) if the Unitholder has held the Unit for at least 12 months prior to disposal. No CGT discount is available to corporate Unitholders. A realised capital loss can only be used to offset against capital gains

Gains realised by a Unitholder holding their Units on revenue account will be taxable as ordinary income and will not qualify for the CGT discount.

Where reclassification of any non-Master Series Units to Master Series Units at the end of a month involves redemption or cancellation of Units, this will result in a disposal for CGT purposes. For Australian resident Unitholders, rollover relief may be available under s124-245 of the *Income Tax Assessment Act 1997* in respect of this disposal where the Fund redeems or cancels all the Units in that non-Master Series Units and the market value of the replacement Units in the Master Series Units is at least equal to the redemption price of the non-Master Series Units. Various other requirements must all be satisfied. The Trustee will take all reasonable steps to ensure that any replacement Units are at least equal in value to any non-Master Series Units that have been redeemed.

For Unitholders who hold their investment in the Fund on revenue account, as trading stock or carry on a business of investment, the conversion of non-Master Series Units or the redemption of Units generally may have income tax implications and such Unitholders should obtain their own tax advice before investing.

You must receive this Information Memorandum within Australia, however, if you are not an Australian resident for tax purposes, please state in the application form your country of residence for tax purposes.

15.2. Taxation of Non-resident Unitholders

Non-residents seeking to invest in the Fund should obtain tax advice in relation to their specific circumstances.

The Australian income tax rules applying to a non-resident investor differ to those applying to a resident investor. Non-resident investors may also be subject to tax in the country in which they reside, but may be entitled to a credit for some or all of the Australian tax they have incurred.

Appropriate deductions of Australian withholding taxes will be made from distributions of Australian sourced taxable income for non-resident Unitholders. The rate of withholding tax will depend on the composition of the distribution and on whether the non-resident Unitholder is a resident of a country with which Australia has a Double Tax Agreement. Distributions to non-resident Unitholders from sources wholly outside Australia will generally be exempt from Australian income tax.

The Government has specific rules for the taxation of gains and losses of non-residents for CGT purposes. Under the rules, a capital gain or capital loss will only be made by a non-resident Unitholder in respect of a Unit that constitutes taxable Australian property (being either direct and indirect interests in land, or business assets of an Australian permanent establishment). As the Fund is not likely to hold such assets, non-resident Unitholders may not have a liability to Australian CGT on the future disposal of their Units (unless the Units are used in the carrying on of a business through an Australian permanent establishment).

If Units are held on revenue account, any profits on disposal may be subject to Australian tax as ordinary income, subject to any available relief under a Double Tax Agreement.

15.3. Goods and Services Tax

The Fund will be registered for GST. The acquisition and disposal of units in the Fund by Unitholders should not be subject to GST. Similarly, the distributions paid by the Fund should not be subject to GST. GST is payable on some ongoing expenses, however the Fund may be able to claim a reduced input tax credit (RITC) of at least 55% of the GST paid, depending on the precise nature of the expenses incurred. All fees and expenses are quoted inclusive of GST.

The issue or redemption of Units should not attract any duty. Unitholders should confirm the duty consequences of transferring units with their taxation adviser.

15.4 US Tax Withholding and Reporting under the Foreign Account Tax Compliance Act (FATCA)

The United States of America has introduced rules (known as FATCA) which are intended to prevent US persons from avoiding tax. Broadly, the rules may require the Fund to report certain information to the Australian Taxation Office (ATO), which may then pass the information on to the US Internal Revenue Service (IRS). If you do not provide this information, we will not be able to process your application.

To comply with these obligations, the Trustee will collect certain information about you and undertake certain due diligence procedures to verify your FATCA status and provide information to the ATO in relation to your financial information required by the ATO (if any) in respect of any investment in the Fund.

15.5 Common Reporting Standard (CRS)

The Australian government has implemented the OECD Common Reporting Standards Automatic Exchange of Financial Account Information (CRS) from 1 July 2017. CRS, like the FATCA regime, will require banks and other financial institutions to collect and report to the ATO.

CRS will require certain financial institutions to report information regarding certain accounts to their local tax authority and follow related due diligence procedures. The Fund is expected to be a 'Financial Institution' under the CRS and intends to comply with its CRS obligations by obtaining and reporting information on relevant accounts (which may include your units in the Fund) to the ATO. For the Fund to comply with their obligations, we will request that you provide certain information and certifications to us. We will determine whether the Fund is required to report your details to the ATO based on our assessment of the relevant information received. The ATO may provide this information to other jurisdictions that have signed the "CRS Competent Authority Agreement", the multilateral framework agreement that provides the mechanism to facilitate the automatic exchange of information in accordance with the CRS. The Australian Government has enacted legislation amending, among other things, the Taxation Administration Act 1953 of Australia to give effect to the CRS.

16. Additional Information

16.1. Fund Constitution

The Fund is governed by a Constitution which, together with other relevant laws, regulate the Fund and the legal relationship with Unitholders. The Fund's Constitution is binding on all Unitholders. The Constitution contains provisions limiting the requirement of the Trustee to compensate Unitholders.

Generally, if the Trustee complies with its duties, it will not be required to compensate a Unitholder for the loss unless required by law. The Trustee is entitled to be indemnified against all expenses, losses and liabilities that are incurred in the course of its office or in relation to the establishment, administration or management of the Fund, in the proper performance of its duties.

The Constitution seeks to limit the Unitholder's liability to the Fund. However, these provisions have not been determined by the courts and as such no assurance can be given to limit Unitholders' liability. This Information Memorandum sets out certain elements of the Constitution. To the extent that any inconsistencies exist between this Information Memorandum and the Constitution, the terms of the Constitution prevail.

A copy of the Constitution is available on request from the Trustee or the Investment Manager. The Trustee may amend the Constitution from time to time, provided that it does not adversely affect Unitholders' rights; otherwise approval will be required by special resolution of the Unitholders.

Other provisions in the Constitution also deal with:

- Duties and rights of the Trustee;
- Calculations applicable to Unitholders including Unit prices;
- NAV of the Fund and performance fees;
- Unitholders' rights, including rights to receive distributions and to make withdrawals from the Fund;
- The Trustee's right to withdraw Units;
- Limits on fees and charges and the Trustee's indemnity from the Fund;
- Termination and winding up of the Fund;
- Unitholders' meetings; and
- Procedure to handle complaints.

Unitholder Interest / Rights

The beneficial interest in the Fund is divided into Units. A Unitholder holds Units subject to the rights, restrictions and obligations attaching to the Units. A Unit does not provide an interest in any particular part of the Fund or in any particular asset or property. Units may be issued in fractions.

Additional Unitholders may be admitted to the Fund upon such terms and conditions as are permitted by the Trustee (without the consent of any other Unitholders) and the Constitution, which terms and conditions may differ from those applicable to others Unitholders on matters relating to, without limitation, lock up/commitment periods, notice periods, management/incentive fees and information rights.

Classes of Units

New classes of Units in the Fund may be established by the Trustee without the approval of the existing Unitholders. Subject to the Corporations Act, the Trustee will have the discretion to waive or modify the application of any provision of the Information Memorandum or grant special or more favourable rights with respect to any provision, including, without limitation, the provisions relating to fees, allocations, redemptions, transfers, notices and transparency into the Fund's portfolio, with respect to any Class of Unitholders, without notice to, or the consent of, other Unitholders.

The Trustee has two separate classes on offer under this Information Memorandum, being the Master Class (which utilises Series accounting) and Platform Class (which utilises whole of fund accounting).

16.2. Investment Management Agreement

The Trustee has entered into an investment management agreement with the Investment Manager. As investment manager of the Fund, Opal will manage the Fund in accordance with the investment objectives and guidelines, set out in the investment management agreement.

16.3. Fund Administrator

The Trustee has entered into an administration agreement with Apex Fund Services (Administrator). The Administrator will perform certain administrative, accounting, registrar and transfer agency services for the Fund.

The Administrator has not been involved in the preparation of this Information Memorandum and takes no responsibility for its contents. The Administrator and its affiliates are responsible for the general administration of the Fund that includes keeping the register of unitholders, arranging for the issue and redemption of units and calculation of asset valuations and fees.

The Administrator and its affiliates are entitled to be indemnified by the Fund against all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (other than those resulting from the fraud, gross negligence or wilful default on the part of the Administrator) which may be imposed on, incurred by or asserted against the Administrator in performing its obligations or duties.

The Administrator and its affiliates are a service provider to the Fund and have no responsibility or authority to make investment decisions, or render investment advice, with respect to the assets of the Fund. The Administrator is not responsible for, and accepts no responsibility or liability for any losses suffered by the Fund as a result of any investment decision. None of the Administrator, any of its affiliates or any of its related bodies corporate, guarantees in any way the performance of the Fund, repayment of capital from the Fund, any particular return from, or any increase in, the value of the Fund.

The Administrator and its affiliates are not responsible for any failure by the Fund or the Investment Manager to adhere to the investment objective, policy, investment restrictions, borrowing restrictions or operating guidelines.

The Administrator will not participate in transactions or activities or make any payments denominated in U.S. dollars, which, if carried out by a U.S. person, would be subject to OFAC sanctions.

16.4. Prime Broker and Custodian

The Fund has appointed Merrill Lynch International (MLI)² as Prime Broker and Custodian to the Fund pursuant to an International Prime Brokerage Agreement supplemented by MLI's standard Terms and Conditions of Business (Agreement). Under the terms of the Agreement the services provided by MLI will include the clearing and settlement of transactions, securities lending, and in connection therewith MLI will act as custodian of the Fund's assets. Merrill Lynch Markets (Australia) Pty Limited ABN 88 075 587 816, which is an affiliate of MLI, is also a party to the Agreement and will provide cash financing to the Fund under the terms of the Agreement.³

MLI will, in accordance with the rules of the Financial Conduct Authority (FCA), identify, record and hold the Fund's investments in such a manner that the identity and location of the investments can be identified at any time and so that such investments are readily identifiable as belonging to a customer of MLI and are separately identifiable from MLI's own investments, and should therefore be unavailable to the creditors of MLI. However, where investments are subject to the law or market practice of a jurisdiction outside the United Kingdom, if MLI believes it is in the Fund's best interests to do so, and it is not possible to register or record such investments in the name of the Fund or a nominee, it will register or record such investments in the name of a third party and if this is not possible, in MLI's name. As a consequence, such investments may not be segregated from MLI's own investments and, in the event of MLI's default, may not be as well protected from claims made on behalf of the general creditors of MLI.

Any cash which MLI holds under the Agreement is held by MLI pursuant to a title transfer collateral arrangement and the Fund's right to the return of such cash is subject to the security interest created pursuant to the Agreement. Such cash will therefore not be held as client money and will not be subject to the protections conferred by the FCA's client money rules. As a consequence, the Fund's cash will not be segregated from MLI's own cash and may be used by MLI in the course of its business, and the Fund will therefore rank as one of MLI's general creditors in relation thereto.

As security for the payment and discharge of all liabilities of the Fund to MLI, all investments held by MLI will be charged by the Fund in favour of MLI and will therefore constitute collateral for the purposes of the FCA rules.

MLI may hold the Fund's investments with any person appointed by MLI as sub-custodian, including affiliates of MLI. MLI and such sub-custodian may deposit the Fund's investments with any securities depositories on such terms as such systems customarily operate.

MLI shall be responsible, for the duration of the sub-custody arrangement, for satisfying itself as to the ongoing appropriateness of any such sub-custodian to provide custodial services to the Fund. MLI will periodically assess such sub-custodian and will make appropriate enquiries to confirm that the obligations of such sub-custodian continue to be competently discharged.

² MLI is exempt from the Australian requirement to hold an Australian Financial Services Licence under the Corporations Act by Class Order 03/1099 issued by ASIC. MLI is regulated by the Financial Conduct Authority and authorised by the Prudential Regulation Authority under the laws of the United Kingdom, which differ from Australian Laws.

³ The obligations arising from the financial services provided by MLI, Merrill Lynch Australia and any of their related entities (other than Bank of America NA, Australia Branch (BANA Australia), do not represent deposits or other liabilities of BANA Australia. None of MLI, Merrill Lynch Australia, nor any of their related entities (other than BANA Australia) are an Authorised Deposit-taking Institution under the Banking Act 1959 (Cth) or regulated by the Australian Prudential Regulatory Authority.

MLI shall not be liable for losses arising out of the acts or omissions of any sub-custodian that is not an affiliate of MLI, save where MLI has been grossly negligent in the selection of any such sub-custodian or in such other circumstances (if any) as may be set forth in the Agreement. MLI shall not be liable for the insolvency of any sub-custodian.

The Fund's investments held by MLI may be used by MLI for its own purposes or the purposes of any third party, whereupon such investments will become the property of MLI and the Fund will have a right against MLI for the return of equivalent assets. The Fund will rank as an unsecured creditor in relation thereto and, in the event of the insolvency of MLI, the Fund may not be able to recover such equivalent assets in full.

MLI will not be liable for any loss to the Fund resulting from any act or omission in relation to the services provided under the Agreement, unless such loss results from the gross negligence, wilful default or fraud of MLI or any of its affiliates. The Fund has agreed to indemnify MLI and its affiliates against any loss suffered by, and any claims made against, them.

MLI is a wholly owned indirect subsidiary of Bank of America Corporation⁴, a publicly traded company which, together with its affiliates, provides a range of banking, investing, asset management and other financial and risk-management products and services. Bank of America Corporation stock is a component of the Dow Jones Industrial Average and is listed on the New York Stock Exchange. In the United Kingdom, MLI is authorised by the Prudential Regulation Authority (PRA) and regulated by the FCA and by the PRA.

MLI is a service provider to the Fund and is not responsible for the preparation of this document or the activities of the Fund and therefore accepts no responsibility for any information contained in this document. MLI will not participate in the investment decision-making process.

The Fund is not committed to continue its relationship with MLI for any minimum period and may select other or additional brokers to act as Prime Brokers to the Fund without notice to investors.

16.5. Changing Service Providers

The service providers who assist the Trustee to operate the Fund may be changed and added to at any time and without notice to you.

16.6. Privacy

We collect personal information from you in the application and any other relevant forms to be able to process your application, administer your investment and comply with any relevant laws. If you do not provide us with your relevant personal information, we will not be able to do so.

Privacy laws apply to our handling of personal information and we will collect, use and disclose your personal information in accordance with our privacy policy, which includes details about the following matters:

- The kinds of personal information we collect and hold;
- How we collect and hold personal information;
- The purposes for which we collect, hold, use and disclose personal information;
- How you may access personal information that we hold about you and seek correction of such information (note that exceptions apply in some circumstances);
- How you may complain about a breach of the Australian Privacy Principles (APP), or a registered APP code (if any) that binds us, and how we will deal with such a complaint; and

⁴ Bank of America Corporation is not an Authorised Deposit-taking Institution within the meaning of the Banking Act 1959 of Australia nor is it regulated by the Australian Prudential Regulation Authority.

- Whether we are likely to disclose personal information to overseas recipients and, if so, the countries in which such recipients are likely to be located if it is practicable for us to specify those countries.

The Trustee's privacy policy is publicly available at www.perpetual.com.au or you can obtain a copy free of charge by contacting the Trustee.

If you have concerns about the completeness or accuracy of the information the Trustee holds about you or would like to access or amend your information, or if you would like a copy of our Privacy Policy simply contact the Trustee.

You will be taken to agree to the collection, use and disclosure of your personal information as set out above when you make an investment in the Fund.

16.7. Anti-Money Laundering

The Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML Act) and other applicable anti-money laundering and counter terrorism laws, regulations, rules and policies which apply to the Perpetual (AML Requirements), regulate financial services and transactions in a way that is designed to detect and prevent money laundering and terrorism financing. The AML Act is enforced by the Australian Transaction Reports and Analysis Centre (AUSTRAC). In order to comply with the AML Requirements, the Trustee is required to, amongst other things:

- Verify your identity and source of your application monies before providing services to you, and to re-identify you if we consider it necessary to do so; and
- Where you supply documentation relating to the verification of your identity, keep a record of this documentation for 7 years.

Perpetual and the Administrator as its agent (collectively the Entities) reserve the right to request such information as is necessary to verify your identity and the source of the payment. In the event of delay or failure by you to produce this information, the Entities may refuse to accept an application and the application monies relating to such application or may suspend the payment of withdrawal proceeds if necessary to comply with AML Requirements applicable to them. Neither the Entities nor their delegates shall be liable to you for any loss suffered by you because of the rejection or delay of any subscription or payment of withdrawal proceeds.

The Entities have implemented several measures and controls to ensure they comply with their obligations under the AML Requirements, including carefully identifying and monitoring investors. Because of the implementation of these measures and controls:

- Transactions may be delayed, blocked, frozen or refused where an Entity has reasonable grounds to believe that the transaction breaches the law or sanctions of Australia or any other country, including the AML Requirements;
- Where transactions are delayed, blocked, frozen or refused the Entities are not liable for any loss you suffer (including consequential loss) caused by reason of any action taken or not taken by them as contemplated above, or because of their compliance with the AML Requirements as they apply to the Fund; and
- The Trustee or the Administrator may from time to time require additional information from you to assist it in this process.

The Entities have certain reporting obligations under the AML Requirements and are prevented from informing you that any such reporting has taken place. Where required by law, an entity may disclose the information gathered to regulatory or law enforcement agencies, including AUSTRAC. The Entities are not liable for any loss you may suffer because of them compliance with the AML Requirements.

16.8. Email instructions

The Administrator will process application and withdrawal requests which are received by email. Neither the Trustee nor the Administrator will be responsible for any mis-delivery or non-receipt of any email. Emails sent to the Trustee or the Administrator will only be effective when actually acknowledged by the Trustee or the Administrator.

If no acknowledgement is received from the Administrator within five (5) Business Days of submission of the request, you should contact the Administrator on telephone number **1300 133 451** to confirm receipt by the Administrator of the request.

16.9. Enquiries

If you have any queries in relation to this offer of the Fund, please contact Opal Capital Management via email at **investor.relations@opal.capital**

17. Glossary

Additional Application Form	The application form corresponding with this Information Memorandum relating to the additional purchase of Units.
Administrator or Apex	The administrator appointed by the Trustee, which is Apex Fund Services Pty Ltd (ABN 81 118 902 891 AFSL 303253) as at the date of this Information Memorandum, responsible for providing fund administration and unit registry services.
AFSL	Australian Financial Services Licence issued under the Corporations Act.
Apex or Administrator	The administrator appointed by the Trustee, which is Apex Fund Services Pty Ltd (ABN 81 118 902 891 AFSL 303253) as at the date of this Information Memorandum, responsible for providing fund administration and unit registry services.
Application Form	The application form corresponding with this Information Memorandum relating to the purchase of Units.
Business Day	A day (other than a Saturday, Sunday, public holiday or bank holiday) on which banks are open for general banking business in Sydney.
Class	Refers to a class of units in the Fund.
Constitution	The constitution governing the Fund, as amended from time to time.
Corporations Act	The Corporations Act 2001 (Cth) as amended from time to time.
Custodian	Merrill Lynch International, the current Prime Broker and Custodian of the Fund.
Distribution Date	The day on which distributions from the Fund are paid and/or reinvested.
Financial Year	The year ending 30 June.
Fund	The Opal Market Neutral Fund.
Fund Benchmark	The Reserve Bank of Australia Cash Rate.
Hedging	Transactions entered into (usually opposite transactions within the same asset class or market) that protect against adverse price movements and limit the exposure to a specific risk.
High Watermark	The previous highest NAV per Unit in a Series or Class (as applicable) immediately after payment of the relevant performance fee (or if none has been paid, the initial Issue Price of the Units in that Series or Class (as applicable)).
Investment Manager or Opal	Opal Capital Management Pty Ltd (ABN 21 637 079 979 AFSL 535844), as investment manager of the Fund.
Issue Price	The price at which new Units are issued.
Long Position	Holding a positive amount of securities in the expectation that the value of those securities will appreciate.
MLI	Merrill Lynch International, the current Prime Broker and Custodian of the Fund.
NAV or Net Asset Value	The net asset value of the Fund, Class or Series.
NAV per Class	The value of the assets less liabilities attributable to the units of the relevant Class.
NAV per Series	The value of the assets less liabilities attributable to the units of the relevant Series.
Opal or Investment Manager	Opal Capital Management Pty Ltd (ABN 21 637 079 979 AFSL 535844), as investment manager of the Fund.

Outperformance	Outperformance is calculated as the amount by which the NAV per Unit (before deducting Management Fees and any expenses) of the relevant Series or Class exceeds the Fund Benchmark subject to the relevant High Watermark of the Series or Class.
Performance Period	A monthly period in which a performance fee has accrued.
Perpetual or Trustee	Perpetual Trust Services Limited ABN 48 000 142 049 AFSL 236648
Prime Broker(s)	Merrill Lynch International, or such other prime broker or prime brokers that may be appointed from time to time.
Redemption Day	The first Business Day of the month where Unitholders are able to redeem Units.
Redemption Price	The NAV per Unit of the relevant Series or Class on the Valuation Day immediately before the Redemption Day as calculated under the Constitution.
Reserve Bank of Australia Cash Rate	The interest rate which banks pay to borrow funds from other banks in the money market on an overnight basis. The cash rate is calculated as the weighted average interest rate on overnight unsecured loans between banks settled in the Reserve Bank Information and Transfer System (RITS)
Series	A new series of Units issued on each Subscription Day.
Short Position	Borrowing securities and then selling it in the expectation that the value of the securities will depreciate. The short position is covered by buying back the securities, theoretically at a lower price (but may be at a higher price) thereby crystallising a profit (or loss). The borrowed securities are then returned.
Subscription Day	A day on which Units are issued, generally being the first Business Day of each month.
Trustee or Perpetual	Perpetual Trust Services Limited ABN 48 000 142 049 AFSL 236648
Unit(s)	A Unit or Units in the Fund offered under this Information Memorandum.
Unitholder(s)	Persons who are recorded on the register of holders as the holder of a Unit or Units in the Fund.
Valuation Day	The day on which the NAV is calculated, which is generally the last calendar day of each calendar month.
Withdrawal Form	The withdrawal request form included in or accompanying this Information Memorandum relating to the redemption of Units.
Wholesale Client	Persons or entities defined as wholesale clients under section 761G of the Corporations Act.
Wholesale Investor	Persons or entities defined as wholesale investors under clauses 3(2) and 36 of Schedule 1 to the Financial Markets Conduct Act 2013 (New Zealand).

18. Corporate Directory

Investment Manager



Opal Capital Management Pty Ltd (ABN 21 637 079 979)

Address:

Level 5, 12 O'Connell Street
Sydney, NSW 2000, Australia

Email: investor.relations@opal.capital

Web: www.opal.capital

Phone: +61 2 8021 5634

Trustee



Perpetual Trust Services Limited (ABN 48 000 142 049)

Address:

Level 18, 123 Pitt Street
Sydney, NSW 2000, Australia

Phone: +61 2 9229 9000

Web: www.perpetual.com.au

Prime Broker and Custodian



Merrill Lynch International

Address:

2 King Edward Street
London, EC1A 1HQ, United Kingdom

Phone: +44 20 7628 1000

Web: www.bofaml.com

Fund Administration & Unit Registry (Administrator)



Apex Fund Services Pty Ltd (ABN 81 118 902 891)

Postal Address:

GPO Box 4968
Sydney, NSW 2001, Australia

Street Address:

Level 10, 12 Shelley Street
Sydney, NSW 2000, Australia

Email: registry@apexgroup.com

Phone: 1300 133 451

Web: www.apexgroup.com

Auditor



Ernst & Young

Address:

The EY Centre
200 George Street
Sydney, NSW 2000, Australia

Phone: +61 2 9248 5555

Web: www.ey.com

Legal Advisers



Ernst & Young

Address:

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Phone: +61 2 9248 5555

Web: www.ey.com



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CAPITAL MANAGEMENT