

PRECISION OPPORTUNITIES FUND LTD

ACN 613 479 262

INFORMATION MEMORANDUM

For the offer of Convertible Redeemable Preference Shares (**Offer Shares**) to raise up to \$20,000,000 (**Offer**), with the right to accept oversubscriptions. For every Offer Share subscribed for, the applicant will receive one free attaching option (**Options**) expiring on 10 August 2019.

IMPORTANT INFORMATION

This is an important document that should be read in its entirety. If you do not understand it you should consult your professional advisers without delay. **The Offer Shares and Options offered by this Information Memorandum should be considered highly speculative.**

IMPORTANT NOTICES

Issue of Information Memorandum

This Information Memorandum is dated 3 August 2016 and is issued by Precision Opportunities Fund Ltd (ACN 613 479 262) (**Company**). This Information Memorandum is being delivered to a restricted number of parties (**Recipients** or **Recipient**). If you have received this document from anyone other than the Company, please return it to the Company. By retaining this Information Memorandum, the Recipient acknowledges and represents to the Company that it has read, understood and accepted the terms set out in this Important Notices Section and the remainder of this Information Memorandum. If the Recipient does not accept these terms, it must immediately return this Information Memorandum to the Company.

The Offer under this Information Memorandum will be made pursuant to an arrangement between the Company and Precision Funds Management Pty Ltd (**Investment Manager**), a corporate authorised representative of Westoz Funds Management Pty Ltd (AFSL 285607) pursuant to Section 911A(2)(b) of the Corporations Act. The Investment Manager will make offers to people and arrange for the issue of the Offer Shares and grant of the Options by the Company under this Information Memorandum and the Company will only issue Shares and grant Options in accordance with such offers if they are accepted. The Investment Manager is not responsible, for nor has it caused the issue of, this Information Memorandum.

Purpose

The Offer being made pursuant to this Information Memorandum is made solely to prospective investors who qualify as either or both, a Sophisticated Investor or a Professional Investor, as defined under the Corporations Act.

This Information Memorandum has been prepared solely for the purpose of the Offer to prospective investors to be chosen by the Company and who qualify as either or both, a Sophisticated Investor or a Professional Investor and this Information Memorandum may only be used for that purpose. This Information Memorandum does not purport to contain all the information that a prospective investor may require.

This Information Memorandum is not intended to provide the basis of any investment or credit decision, or any other risk evaluation, and may not be considered as a recommendation or advice by the Company or any other person in connection with an investment in the Company. Each Recipient must make its own independent assessment and investigation of the business opportunity and should not rely on any statement or the adequacy or accuracy of any information set out in this Information Memorandum. Any Recipient should determine whether to acquire securities in the Company on the basis of independent investigations and independent professional advice that it considers necessary or desirable.

This Information Memorandum has not been, and will not be, lodged with the Australian Securities and Investments Commission (**ASIC**). Any invitation to purchase or subscribe for the securities will be an offer that does not need disclosure for the purposes of Section 708 of the Corporations Act. By retaining this Information Memorandum, the Recipient represents to the Company that it is a Sophisticated Investor under Section 708(8) of the Corporations Act or a Professional Investor under Section 708(11) of the Corporations Act, or both. In the alternative, the Company may issue Offer Securities to the Recipient in reliance on certain other categories in Section 708 of the Corporations Act.

Applicants outside Australia

This Information Memorandum does not, and is not intended to, constitute an offer in any place or jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer or to issue this Information Memorandum.

The distribution of this Information Memorandum in jurisdictions outside Australia may be restricted by law and persons who come into possession of this Information Memorandum should seek advice on and observe any of these restrictions. Any failure to comply with these restrictions may violate securities laws. No action has been taken to register or qualify the Offer Securities or otherwise permit an offering of the Offer Securities the subject of this Information Memorandum in any jurisdiction outside Australia.

It is the responsibility of applicants outside Australia to obtain all necessary approvals for the issue of the Offer Securities pursuant to this Information Memorandum. The return of a completed Application Form will be taken by the Company to constitute a representation and warranty by the applicant that all relevant approvals have been obtained.

Confidentiality

By accepting this Information Memorandum, the Recipient acknowledges and agrees, for itself and its related bodies corporate and each of their management, officers, employees, agents, representatives and advisers, that:

- (a) this Information Memorandum and all of the information contained in it is confidential and it will keep strictly confidential this Information Memorandum and all of such information, and all other information made available to the Recipient in connection with this Information Memorandum;
- (b) neither this Information Memorandum nor any such information will be used, in whole or in part, by the Recipient or any of its officers, employees, servants or agents for any purpose other than deciding whether to investigate further a possible acquisition of securities in the Company pursuant to the Offer;
- (c) this Information Memorandum will not be reproduced, either in whole or part or in any part or parts, without prior written consent of the Company;
- (d) upon request, it will promptly return this Information Memorandum, together with any other material received in connection with it, to the Company without retaining any copies; and
- (e) upon request it will enter into a separate confidentiality undertaking substantially on these terms with the Company.

Forward-looking statements

This Information Memorandum contains forward-looking statements which are identified by words such as 'may', 'could', 'believes', 'estimates', 'targets', 'expects', or 'intends' and other similar words that involve risks and uncertainties. These statements involve assumptions, known and unknown risks, uncertainties and other factors that may cause actual events, results, performance or achievements to be materially different from any future events, results, performance or achievements expressed or implied by such forward-looking statements in this Information Memorandum. Consequently, undue reliance should not be placed on these statements. The Company does not warrant or represent that the actual events, results, performance or achievements will be as discussed in those statements.

Risk factors

Recipients should be aware that subscribing for Offer Securities in the Company involves a number of risks. Recipients are urged to consider these risk factors carefully before deciding whether to invest in the Company. A non-exhaustive summary of risks associated with an investment in the Company is set out in Section 6 of this Information Memorandum.

Exclusion of liability

The Company does not accept any liability for any loss or damage suffered or incurred by the Recipient or any other person or entity however caused (including negligence) relating in any way to this Information Memorandum including, without limitation, the information contained in it, any errors or omissions however caused by the Recipient or any other person or entity placing any reliance on this Information Memorandum, its accuracy or reliability, except liability under statute that cannot be excluded.

No representation or warranty (express or implied) is made by the Company and its respective directors, employees, advisers, agents or consultants as to the accuracy, reliability or completeness of this Information Memorandum and they shall have no liability (including liability to any person by reason of negligence or negligent misstatement) for any statements, opinions, information or matters (express or implied) arising out or, contained in or derived from, or for any omissions from this Information Memorandum, except liability under statute that cannot be excluded. Any investment in the Company at this time is recognised as a high risk speculative investment.

Disclaimer

This Information Memorandum is presented for informational purposes only. It is not intended to be, and is not, a prospectus or other disclosure document pursuant to the Corporations Act or other laws. The information in this Information Memorandum may not be complete and may be changed, modified or amended at any time by the Company, and is not intended to, and does not, constitute representations and warranties of the Company.

The Company has only recently been incorporated and does not have any operating history on which to base an evaluation of its business and prospects. Therefore, the information contained in this Information Memorandum is inherently speculative.

Enquiries

All enquiries regarding this Information Memorandum should be directed to:

Tony Kenny – Executive Director
Email: tkenny@precisionfm.com.au
Telephone: 08 9346 0302

Tim Weir – Executive Director
Email: tweir@precisionfm.com.au
Telephone: 08 9346 0303

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1. CORPORATE DIRECTORY

Directors

Michael Gerrard Blakiston
Non-Executive Chairman

Anthony Christopher (Tony) Kenny
Executive Director

Timothy Leonard Weir
Executive Director

William James (Bill) Beament
Non-Executive Director

Registered Office

1202 Hay Street,
West Perth WA 6005

Business office:
Telephone: + 61 8 9413 8400
Facsimile: +61 8 9413 8444

Email: info@precisionfm.com.au
Website: www.precisionfm.com.au

Joint Company Secretary

Irene Chin
Jessica Ridley

Investment Manager

Precision Funds Management Pty Ltd

Solicitors

Steinepreis Paganin
Level 4, The Read Buildings
16 Milligan Street
Perth WA 6000

Auditor

BDO Audit (WA) Pty Ltd
38 Station Street
Subiaco WA 6008

Telephone: +61 8 6382 4600
Facsimile: +61 8 6382 4601

2. DETAILS OF THE OFFER

2.1 Important Notice

This Information Memorandum should be read and considered in its entirety.

2.2 Details of the Offer

The Company invites applications from specific investors identified by the Company for Convertible Redeemable Preference Shares (**Offer Shares**) at the Issue Price to raise up to \$20,000,000 (**Offer**). The Company also has the right to accept oversubscriptions.

For every Offer Share subscribed for, the applicant will receive one free attaching option exercisable at either:

- (a) \$0.20, in the case of the Offer Shares which are allotted and issued on or before the Closing Date; or
- (b) the greater of: \$0.20; and the Issue Price of the Offer Shares which are allotted and issued after the Closing Date but on or before the Extended Closing Date,

and all such options are to expire on 10 August 2019 (**Options**).

The Offer Shares offered under this Information Memorandum are convertible redeemable preference shares and will rank equally with the existing Offer Shares on issue. The rights and liabilities attaching to any Offer Shares issued under the Offer are summarised in Section 2.17 and set out in full in Annexure A of this Information Memorandum.

The rights and liabilities attaching to Options are set out in Section 7.4.

2.3 Issue Price

The Company will accept applications at an issue price of \$0.20 per Offer Share up until the Closing Date (as per Section 2.4 below). Assuming all Offer Shares are subscribed for prior to the Closing Date, the Offer will raise \$20,000,000 (subject to any oversubscriptions accepted).

The Company will accept further applications in the period after the Closing Date up until the Extended Closing Date (as per Section 2.4 below) at an issue price that will be the greater of:

- (a) \$0.20; and
- (b) that amount which is equal to the NTAPS.

The NTAPS will be determined by the Directors on the last Business Day of each month. The Issue Price for applications received during a month will be the NTAPS determined at the end of that month or in exceptional circumstances, at an Issue Price determined by the Directors.

2.4 Indicative Timetable

Indicative Timetable	Date*
Opening Date	Wednesday, 3 August 2016

Closing Date**	5:00pm WST Wednesday, 31 August 2016
Extended Closing Date**	Friday, 31 March 2017
Despatch of certificates for Offer Securities	As soon as practical after the issue of the Offer Shares

Note: * These dates are indicative only and are subject to change without notice.
 ** The Company reserves the right to close the Offer at any earlier date or to extend the Closing Date or the Extended Closing Date.

2.5 Minimum Application Amount

The Company has imposed a minimum initial investment requirement for "professional" and "sophisticated" investors of \$100,000.00 under the Offer.

Additional investments to an existing investor's account must be a minimum of \$20,000.00.

The Company may at its discretion waive the above minimum investment requirements provided that the status of the investor as a "sophisticated" or "professional" investor is not prejudiced in terms of the Corporations Act.

2.6 Applications

Applications for Offer Securities under the Offer must be made using the Application Form.

Applications for Offer Securities must be for a minimum of 500,000 Offer Shares and thereafter in multiples of 100,000 Offer Shares and payment for the Offer Shares must be made in full at the issue price of:

- (a) for applications received by the Company before the Closing Date, \$0.20 per Offer Share; and
- (b) for applications received by the Company in the period after the Closing Date up until the Extended Closing Date, at the NTAPS. The NTAPS will be advised in writing to Shareholders on a monthly basis via the Company's website.

Completed Application Forms and accompanying cheques, made payable to "**Precision Opportunities Fund Ltd Share Application Account**" and crossed "**Not Negotiable**", must be mailed or delivered to the address set out on the Application Form by no later than the Closing Date or the Extended Closing Date.

2.7 Application Forms are binding

A completed and lodged Application Form, together with the application monies for the number of Offer Securities applied for, cannot be withdrawn and constitutes a binding application for the number of Offer Securities or the Application Amount specified in the Application Form on the terms set out in this Information Memorandum. The Application Form does not need to be signed to be binding.

2.8 Right to reject Application Forms

The Company, in its absolute discretion, reserves the right to reject or accept any Application Form, and treat any incorrectly completed Application Form as valid. The Company's decision as to whether to accept or reject an Application Form or how to construe, amend or complete it is final.

2.9 Issue of Offer Shares

The issue of Offer Securities offered under the Offer will take place on a progressive basis.

Pending the issue of the Offer Securities or payment of refunds pursuant to this Information Memorandum, all application monies will be held by the Company in trust for the applicants in a separate bank account. The Company, however, will be entitled to retain all interest that accrues on the bank account and each applicant waives the right to claim interest.

The Directors will determine the recipients of the issued Offer Securities in their sole discretion. The Directors reserve the right to reject any Application or to allocate any applicant fewer Offer Securities than the number applied for. Where the number of Offer Securities issued is less than the number applied for, or where no issue is made, surplus application monies will be refunded without any interest to the applicant as soon as practicable after the Closing Date or Extended Closing Date as the case may be.

2.10 Offer Share and Option certificates

Upon completion of the Offer, a certificate for the Offer Securities to which the Directors determine an applicant becomes entitled, by accepting the Offer pursuant to the completion of the Application Form, will be sent by prepaid mail to the address as shown on the Application Form.

2.11 Minimum Subscription

There is no minimum subscription amount.

2.12 Oversubscriptions

Oversubscriptions may be accepted at the discretion of the Company.

2.13 Not Underwritten

The Offer is not underwritten.

2.14 Withdrawal of Offer

The Company reserves the right not to proceed with all or any part of the Offer at any time before the issue of the Offer Securities. If the Offer does not proceed, the Company will return all application monies, without interest, as soon as practicable after giving notice of its withdrawal.

2.15 Commissions payable

There will be no commission payable on the amounts subscribed through the Offer.

2.16 Offer Securities may not be transferable

Offer Securities acquired under this Information Memorandum must not be acquired with the purpose of selling or transferring the Offer Securities, or granting, issuing or transferring interests in, or options over, the Offer Securities within 12 months after the date of their issue, other than in accordance with the requirements of the Corporations Act or where transferred to a related body corporate or between an individual Shareholder and their superannuation fund no earlier than 12 months after the date of their issue.

It is a term of the Offer that the Company will not register any transfer of Offer Securities which are sold or transferred by you within the period expiring on the earlier of the issue of a disclosure document by the Company and 12 months of the issue of the Offer Securities, unless you have provided the Company with satisfactory evidence that the person to whom you intend to transfer the Offer Securities is a Sophisticated Investor or Professional Investor within the meaning of sections 708(8) or 708(11) of the Corporations Act.

In any event, at all times, the Offer Securities are only transferable with the consent of the Company.

2.17 Offer Security terms

The full terms and conditions of the Offer Shares are set out in Annexure A. However, set out below is a summary of the key terms of the Offer Shares.

The Offer Shares are convertible and redeemable in certain circumstances. The Company is "closed" for a period of 3 years and therefore no redemptions will be permitted during this period. Furthermore, conversion of the Offer Shares will only occur upon the Company listing on the ASX (or other recognised stock exchange) or where an offer is received to acquire all of the Offer Shares and the Board recommends acceptance of such offer.

Accordingly, the terms of the Offer Shares require that on the third (3rd) anniversary from the Closing Date, and then on the same date every year thereafter, the Company must elect whether to:

- (a) apply for admission to official list of the ASX or another recognised stock exchange (**Admission**);
- (b) make an offer to all holders of Offer Shares to redeem all or a portion of their Offer Shares (subject to any requirements of the Corporations Act) (**Redemption Offer**); or
- (c) not apply for admission or make a redemption offer, in which case the Offer Shares shall continue on the same terms.

If the Company applies for Admission, the Offer Shares will automatically convert into Ordinary Shares on a 1 for 1 basis upon receipt of conditional approval to list. The Offer Shares will also automatically convert into Ordinary Shares if the Company receives an offer to acquire all of the Shares and the Board recommends that Shareholders accept that offer.

If the Company elects to make a Redemption Offer, Shareholders of the Offer Shares can then accept or reject this offer at their discretion. Offer Shares will be redeemed at the applicable NTAPS.

The Offer Shares have a preferential right to any payment of dividend out of the profits of the Company. Furthermore, a holder of an Offer Share is entitled to vote and speak at any meeting of the Company only in respect of resolutions which directly affect the Offer Shares.

The Options are on usual terms and conditions, which terms and conditions are set out in full in Section 7.4.

2.18 Taxation

The acquisition and disposal of Offer Securities will have tax consequences, which will differ depending on the individual financial affairs of each investor. All potential investors in the Company are urged to obtain independent financial advice about the consequences of acquiring Offer Securities from a taxation viewpoint and generally.

To the maximum extent permitted by law, the Company, its officers and each of their respective advisors accept no liability and responsibility with respect to the taxation consequences of subscribing for Offer Securities under this Information Memorandum.

2.19 Dividend Policy

Any future determination as to the payment of dividends by the Company will be at the discretion of the Directors and will depend on the availability of distributable earnings and the operating results and financial condition of the Company, future capital requirements and general business and other factors considered relevant by the Directors. No assurance in relation to the payment of dividends or franking credits attaching to dividends can be given by the Company and in any event, no dividend will be declared from any profits earned before 30 June 2017.

2.20 Privacy

If you complete an Application Form, you will be providing personal information to the Company. The Company collects, holds and will use that information to assess your application, service your needs as a Shareholder and to facilitate distribution payments and corporate communications to you as a Shareholder.

The information may also be used from time to time and disclosed to persons inspecting the register, including bidders for your securities in the context of takeovers, regulatory bodies including the Australian Taxation Office, authorised securities brokers, print service providers, mail houses and the share registry.

You can access, correct and update the personal information that we hold about you. If you wish to do so, please contact the Company at the relevant contact number set out in this Information Memorandum.

Collection, maintenance and disclosure of certain personal information is governed by legislation including the *Privacy Act 1988* (as amended) and the Corporations Act. You should note that if you do not provide the information required on the application for Offer Shares, the Company may not be able to accept or process your application.

3. PURPOSE AND EFFECT OF THE OFFER

3.1 Objectives

The Company's main objective on completion of the Offer is to identify and invest in undervalued companies listed on the ASX (or other recognised stock exchanges), or unlisted companies which have a strategy to seek listing within 12 months of the Company investing, with the aim of producing superior returns to investors.

The Company provides no guarantee that this objective will be achieved and investors should be aware of the risks involved in an investment in the Company. Please refer to Section 6 for details of the risk factors relevant to the Offer and the Company.

3.2 Purpose of the Offer

The purpose of the Offer is to raise up to \$20,000,000.00 (before expenses of the Offer) to provide the Company with the funds to seek to achieve the objectives set out in Section 3.1 of this Information Memorandum. Please note that the Company has the right to accept oversubscriptions.

3.3 Use of Funds

The Company intends to apply funds raised from the Offer (assuming the Offer is fully subscribed), to pay for the costs of the Offer, working capital and to invest in opportunities as they arise.

3.4 Effect on capital structure

The capital structure of the Company following completion of the Offer (assuming the Offer is fully subscribed) is summarised below:

Ordinary Shares

	Number
Ordinary Shares currently on issue	4
Ordinary Shares to be issued pursuant to the Offer	Nil
Total Ordinary Shares on completion of the Offer	4

Offer Shares

	Number
Offer Shares currently on issue	3,750,000 ¹
Offer Shares to be issued pursuant to the Offer	100,000,000 ²
Total Offer Shares on completion of the Offer	103,750,000

Options

	Number
Options currently on issue ³	3,750,000 ¹
Options to be issued pursuant to the Offer	100,000,000 ²

Total Options on completion of the Offer	103,750,000
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Notes:

1. The Company has already allotted issued 3,750,000 Offer Shares and granted 3,750,000 Options on the same terms as the Offer Shares, raising \$750,000. The details of the allottees and the amounts subscribed are as follows:

Allottee	Amount	Number of Preference Shares	Number of Options
Last Chance Holdings Pty Ltd <WA Investment A/C	\$250,000	1,250,000	1,250,000
Helmet Nominees Pty Ltd <Tim Weir Family Fund A/C	\$250,000	1,250,000	1,250,000
Mr William James Beament <Beament Family Trust	\$250,000	1,250,000	1,250,000

2. This assumes that no oversubscriptions are accepted.
3. Each Option is unquoted and assumes that all are granted by the Closing Date and as such, are exercisable at \$0.20. Please refer to Section 7.4 for the full terms and conditions of the Options.

4. COMPANY OVERVIEW

4.1 Background

Precision Opportunities Fund Ltd (**POF** or **Company**) is a boutique investment vehicle that identifies emerging opportunities and undervalued companies listed on the ASX and other recognised exchanges.

POF will be managed by Precision Funds Management Pty Ltd (**PFM** or **Investment Manager**) and is not restricted by inflexible investment parameters. The Investment Manager's team consists of an experienced team of resource and finance sector professionals. The Investment Manager is motivated by substantial returns to Shareholders rather than modest percentage gains above an industry benchmark and the protection of fee revenue.

POF aims to identify and invest in undervalued companies listed on the ASX and other recognised exchanges. The investment focus will be predominantly in the small-mid cap sectors which are companies typically capitalised outside the ASX100. The Investment Manager may invest from time to time in unlisted opportunities that have a clear path to market or exit. Through its exposure to the Investment Manager's network and skill-set, POF intends to provide its Shareholders with access to opportunities not generally available to investors using traditional methods of equity investment.

4.2 Investment Philosophy

The investment philosophy and process of PFM will leverage the experience of its directors (who are the Directors) and the directors have successfully executed such a strategy for over 20 years. POF will be predominantly resources focused with the ability to invest in other sectors when suitable opportunities arise.

The Company will target absolute returns that are multiples of the initial investment, not just a percentage above a benchmark. This will be achieved through a focus on emerging opportunities and identifying undervalued companies listed on the ASX and other recognised exchanges and special situations without the limitations of traditional investment vehicles. The Investment Manager will be pro-active in sourcing opportunities and will be engaged to de-risk, monitor and upgrade the value of its investments to a point where it can carefully manage its exit to realise value.

4.3 Investment Objective

To identify and invest in undervalued or emerging companies listed on the ASX or other recognised exchange or unlisted securities which are within 12 months of listing on a recognised exchange with the aim of producing superior returns to investors.

4.4 Who is the fund suitable for?

POF is suitable for investors who wish to gain exposure to small-mid cap companies and are willing to accept highly volatile returns and increased levels of risk over the short term, including returns which could be negative, with the aim of seeking higher returns over the medium to long term.

The Company should only be considered by wholesale investors with a significant risk tolerance and a long term investment time horizon.

4.5 Investment Parameters

The following table of parameters represents a guide as to how the Company will invest and this may be subject to change at the discretion of the Directors in consultation with the Investment Manager.

Size	Companies invested in will generally have a market capitalisation less than \$1 billion. Typically, they will be outside the ASX100.
Exposure Limits	<p>No individual investment will comprise more than 10% of the portfolio value at the time of the initial investment but the Company may hold more than 10% of its portfolio value in any one investment if it results from the underlying performance of the initial investment.</p> <p>The Company is permitted to borrow or short sell securities provided that in total, this will comprise not more than 20% of the portfolio value.</p> <p>The Company does not use derivatives.</p>
Unlisted Investments	No more than 10% of the portfolio value will be invested in unlisted securities at the time of investment. These investments are pre initial public offering and will be typically near to listing or exit (within 12 months as a maximum).
Cash	In the absence of compelling investment opportunities the Company may hold significant levels of cash at any given time.
Liquidity/Trading	The Company can invest in short term trading opportunities that are momentum and sentiment driven in companies with acceptable levels of liquidity.

4.6 Investment Manager

POF has engaged PFM as the investment manager to generate and filter investment opportunities on behalf of POF and make all investment and divestment decisions.

The Investment Manager's key personnel are the same as the Company's. The Board consists of Tony Kenny, Tim Weir, Bill Beament and Michael Blakiston. Their details are set out in Section 5.1.

Tony Kenny and Tim Weir are equally accountable for portfolio construction and investment decisions which will be driven by their judgement and skills. Before investment, their decisions are to be supported by their fellow Directors and where appropriate, an assessment by an analytical team and third party research houses.

The Directors via their private interests are significant investors in the Company, contributing \$750,000 between them, prior to the Offer and between them, they intend to invest a further \$3,250,000 before the Closing Date, thereby aligning their interests with the interests of all POF shareholders.

Additionally Westoz Funds Management Pty Ltd (**WFM**) a wholly owned subsidiary of Euroz Limited (**Euroz**) (ASX:EZL) will provide all necessary administration and compliance functions to PFM for which it will be paid on a cost recovery basis. In addition, Euroz will be issued with a 10% equity interest in PFM. PFM is a corporate authorised representative of WFM (AFSL 285607).

4.7 Investment Management Agreement

An investment management agreement between POF and PFM sets out the key responsibilities and roles of the Investment Manager (**Investment Management Agreement**).

The key terms of the Investment Management Agreement, with the exception of fees, are as follows:

- (a) The Investment Manager will be responsible for the implementation of the Company's investment strategy including sourcing, evaluation and recommending investment opportunities.
- (b) The Investment Manager has agreed that it will not manage any other company with a similar investment strategy without Board approval.
- (c) The Investment Manager has first right of refusal to manage any projects or investment opportunities that are undertaken by the Company.
- (d) The Investment Management Agreement will be reviewed annually.

4.8 Investment Management Fees

An investment management fee of 1.5% (plus GST) per annum of the net asset value of the Company is payable to the Investment Manager (**Investment Management Fee**). The Investment Management Fee is calculated and charged monthly in arrears. Investment Management Fees do not include performance fees (see Section 4.9).

4.9 Performance Fee

The Investment Manager is entitled to a performance fee of 20% (plus GST) for outperformance of the NTAPS over and above the 90 day bank bill rate plus 2% (**Performance Fee**).

The Performance Fee is calculated and payable bi-annually based on the NTAPS as at June 30 and December 31.

The Performance Fee is subject to a high watermark, adjusted for dividends. This means the Performance Fee will not be paid for a period in which the NTAPS (less any dividend) for that period is less than the NTAPS (less any dividend) for the period when the Performance Fee was last paid.

If no Performance Fee is paid over 2 consecutive years due to underperformance, then for the purposes of calculating, the Performance Fee for the next performance period, the NTAPS for the period immediately preceding the period of calculations shall be reset to zero.

The reset NTA price focusses the Investment Manager's attention on preserving the Company's capital as well as achieving above average returns via capital growth.

To assist investors to understand how the Performance Fee is calculated, the following example is illustrative of how the Performance Fee is determined.

Assuming:

- (a) the 90BBSW was 3% then in order to determine the applicable benchmark you add 2% to that rate giving a total of 5% for the performance period;
- (b) the Company returned 10% (after deduction of the Management Fees and expenses but before any calculation of the Performance Fee);
- (c) the Net Asset Value of the Company as at the commencement of the performance period was \$100,000; and
- (d) there was no prior underperformance,

then the Performance Fee for that performance period would be \$1,000 calculated as follows:

$$[100,000 \times (10\% - 5\%)] \times 20\% + \text{GST.}$$

4.10 Entry and Exit Fees

The Company does not charge an entry or exit fee on investments in the Company.

4.11 Operating Costs and Expenses

The Investment Manager will be entitled to be reimbursed by the Company for any expenses reasonably incurred as a result of managing the Company.

The type of expenses include but are not limited to audit fees, custodial expenses, administration expenses, financing costs, any expenses in relation to managing the Company, such as lodgement fees, taxes, brokerage, consultancies, legal fees, payment for independent research, capital raising fees, information service provision, share registry fees and accounting fees.

5. BOARD, MANAGEMENT AND CORPORATE GOVERNANCE

5.1 Directors and key personnel

Michael Blakiston Non-Executive Chairman

Michael is a partner in Gilbert + Tobin practising in the corporate and resources sectors.

Michael joined Gilbert + Tobin in July 2011, after the firm's integration with Blakiston & Crabb which he founded and led since 1985.

Michael advises clients in the resources sector covering all aspects of exploration, development and operation. He has extensive experience across a range of commodities.

Michael's overseas experience is extensive having advised on resources projects in over 50 countries. Michael has a particular reputation for advising clients with projects in developing countries.

An internationally renowned leader in resources law, Michael has been recognised in various legal publications including Who's Who Legal, the Australian Financial Review's Best Lawyers listing of Australia's top mining lawyers and Chambers International.

Tony Kenny Executive - Director

Tony has over 20 years' experience in stockbroking and equity capital markets.

He began his stockbroking career with Porter Western in 1997 where he was a senior private client advisor until Porters was acquired by Macquarie Bank in 1999. Tony left Macquarie in 2006 to found a boutique Perth corporate advisory firm that ultimately became Blackswan Equities Ltd. Tony was an Executive Director of Blackswan Equities Ltd and grew the business from inception to having funds under advice and management in excess of \$1 billion in addition to raising capital in excess of \$300m for corporate clients. Tony was instrumental in the successful merger of Blackswan Equities Ltd and Euroz Ltd in June 2014 and is currently an Executive Director of Euroz Securities Ltd.

Tony manages a high net worth client base and provides corporate advice in a range of sectors specialising in equity capital market transactions, capital raisings, IPO's and restructuring and pathways to listing specifically in the small to mid-cap space.

Tim Weir Executive Director

Tim has over 20 years' experience in investment and capital markets.

He began his stockbroking career with Porter Western in 1993 and served as a partner of the business until it was acquired by Macquarie Bank in 1999. In 2006 Tim left Macquarie Bank to found boutique Perth corporate advisory firm that ultimately became Blackswan Equities Ltd which he grew from inception to having funds under advice and management in excess of \$1 billion in addition to raising capital in excess of \$300m for corporate clients. Tim was instrumental in

the successful merger of Blackswan Equities Ltd and Euroz Ltd in June 2014 and is currently an Executive Director of Euroz Securities Ltd.

Tim manages in excess of \$100m on behalf of high net worth clients and provides corporate advice in a range of sectors specialising in equity capital raisings, mergers and acquisitions and domestic and international financial markets. He has been involved in a number of corporate restructures, providing a pathway to listing for small to mid-cap companies.

**Bill Beament
Non-Executive Director**

Bill Beament is a mining engineer with more than 20 years' experience in the resource sector.

Bill is currently Managing Director and a founder of Northern Star Resources Limited, one of Australia's largest listed gold producers with a market capitalisation of \$3 billion and employing 1,700 staff and contractors. Previously he held several senior management positions, including General Manager of Operations for Barmenco Limited and General Manager of the Eloise Copper Mine in Queensland.

Mr Beament is the current President of Western Australia School of Mines Graduate Association and was named 2016 CEO of the Year by the Financial Review and First Amongst Equals at the 2013 Business News 40under40 Awards.

5.2 Management and Consultants

The Company is aware of the need to have sufficient management to properly supervise the Company's business and the Board will continually monitor the management roles in the Company. As the Company's business requires an increased level of involvement the Board will look to appoint additional management and/or consultants when and where appropriate to ensure proper management.

5.3 Disclosure of Interests

The Directors will not be paid any remuneration by the Company. However, the Executive Directors, Tony Kenny and Tim Weir, currently intend to enter into employment contracts with the Investment Manager, on or around 1 April 2017, whereupon they will be entitled to receive remuneration from the Investment Manager. Each of Tony Kenny and Tim Weir will be paid an annual salary of \$150,000 plus superannuation, which salary along with their performance will be subject to an annual review.

The relevant interest of each of the Directors in the securities of the Company as at the date of this Information Memorandum is set out in the table below.

Director	Remuneration	Ordinary Shares	Preference Shares	Options
Tony Kenny	Nil ¹	1	1,250,000	1,250,000
Tim Weir	Nil ¹	1	1,250,000	1,250,000
Bill Beament	Nil ²	1	1,250,000	1,250,000

Michael Blakiston	Nil ²	1	-	-
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Notes:

1. Tony Kenny and Tim Weir will not receive any remuneration from the Company. However, the current intention is on and from 1 April 2017 they are each to be employed by the Investment Manager on an annual salary of \$150,000 plus superannuation, which salary is to be subject to annual review.

2. Bill Beament and Michael Blakiston will not receive any directors fees from the Company. However, they will each be paid directors fees by the Investment Manager.

5.4 Corporate Governance

The Directors monitor the business affairs of the Company on behalf of Shareholders and follow an informal corporate governance policy which is designed to encourage Directors to focus their attention on accountability, risk management and ethical conduct.

The Company's main corporate governance policies and practices as at the date of this Information Memorandum are outlined below.

The Board of Directors

The Board is responsible for corporate governance of the Company. The Board develops strategies for the Company, reviews strategic objectives and monitors performance against those objectives. The goals of the corporate governance processes are to:

- (a) maintain and increase Shareholder value;
- (b) ensure a prudential and ethical basis for the Company's conduct and activities; and
- (c) ensure compliance with the Company's legal and regulatory objectives.

Consistent with these goals, the Board assumes the following responsibilities:

- (a) developing initiatives for profit and asset growth;
- (b) reviewing the corporate, commercial and financial performance of the Company on a regular basis;
- (c) acting on behalf of, and being accountable to, the Shareholders;
- (d) identifying business risks and implementing actions to manage those risks and corporate systems to assure quality; and
- (e) undertaking an annual review by the non-executive Directors of the performance of each of the executive Directors.

The Company is committed to the circulation of relevant materials to Directors in a timely manner to facilitate Directors' participation in the Board discussions on a fully-informed basis.

Composition of the Board

Election of Board members is substantially the province of the holders of the Ordinary Shares in general meeting.

Identification and management of risk

The Board's collective experience will enable accurate identification of the principal risks that may affect the Company's business. Key operational risks and their management will be recurring items for deliberation at Board meetings.

Ethical standards

The Board is committed to the establishment and maintenance of appropriate ethical standards.

Independent professional advice

Subject to the Chairman's approval (not to be unreasonably withheld), the Directors, at the Company's expense, may obtain independent professional advice on issues arising in the course of their duties.

External audit

The Company in general meetings is responsible for the appointment of the external auditors of the Company, and the Board from time to time will review the scope, performance and fees of those external auditors.

Audit committee

The Company will not have a separate audit committee until such time as the Board is of a sufficient size and structure, and the Company's operations are of a sufficient magnitude for a separate committee to be of benefit to the Company. In the meantime, the full Board will carry out the duties that would ordinarily be assigned to that committee under the written terms of reference for that committee, including but not limited to, monitoring and reviewing any matters of significance affecting financial reporting and compliance, the integrity of the financial reporting of the Company, the Company's internal financial control system and risk management systems and the external audit function.

6. RISK FACTORS

6.1 Introduction

The Offer Securities offered under this Information Memorandum are considered highly speculative. An investment in the Company is not risk free and the Directors strongly recommend potential investors to consider the risk factors described below, together with information contained elsewhere in this Information Memorandum, before deciding whether to apply for Offer Securities and to consult their professional advisers before deciding whether to apply for Offer Securities pursuant to this Information Memorandum.

There are specific risks which relate directly to the Company's business. In addition, there are other general risks, many of which are largely beyond the control of the Company and the Directors. The risks identified in this Section, or other risk factors, may have a material impact on the financial performance of the Company and the value of the Offer Shares.

The following is not intended to be an exhaustive list of the risk factors to which the Company is exposed.

6.2 Company & industry specific

Investment in the Company carries risks, including volatility of returns. Volatility refers to the degree to which returns may fluctuate around their longer-term average. Each asset class, whether it be cash, fixed interest, property, Australian or international shares, has associated investment risks and the return achieved by each will vary accordingly. Higher risk assets such as international and Australian shares, on average produce higher long-term returns than lower risk investments. The Company and the Investment Manager do not guarantee the capital, any rate of return on income or capital or investment performance of the Company. Investment in any fund is subject to risks, including possible delays in the payment of withdrawal proceeds, and loss of income and capital. The main risk factors which may affect the returns of the Company include:

(a) **Market Risk**

Any investment made in a specific group of securities is exposed to market factors which may include changes in market sentiment, interest rates, economic, legal, technological, or social and political environment. There can be no guarantee that losses equivalent to or greater than the overall market will not be incurred as a result of investing in such securities.

(b) **Company Risk**

There may be instances where the share price of an investee company will fall in price because of company specific factors. The value of investments can vary because of changes to management, product, distribution or the company's business environment. Another factor that affects risk is the length of time you plan to invest in the Company.

(c) **Asset risk**

A particular asset that the Company may invest in may fall in value, which can result in a reduction in the value of the Company and its securities. The prices of securities may be affected by the quality of the

relevant entity's management, the general health of the sector it operates in, its financial circumstances and government policy.

(d) **Liquidity Risk**

There is the risk that an investment by the Company, or an investment in the Company, may not be easily converted into cash with little or no loss of capital and minimum delay. Under certain conditions liquidity of a particular market or security may be restricted, thus affecting the performance of the Company and the ability of investors to withdraw their investment from the Company. Lack of liquidity or market depth can affect the valuation of the Company's assets as it looks to realise securities at quoted prices. This means that, as a consequence of restrictions on disposal of the underlying investments, the Company may be limited in its ability to meet withdrawal requests. There is no guarantee that an investor will be able to withdraw from the Company at the time when the investor wants to, and the Company has discretion to delay or suspend withdrawals from the Company in certain circumstances as detailed under the constitution for the Company.

(e) **Broad investment mandate**

The Company has a broad investment mandate and, as at the date of this Information Memorandum, no decision has been made as to the allocation of funds among the underlying funds managed by the Investment Manager or the underlying investments that the Company will make.

(f) **Ability to pay fully franked dividends**

One of the Company's stated intentions is to maximise Shareholder returns with a combination of capital growth and income, thus allowing fully franked dividends to be paid to Shareholders provided the Company has sufficient profit reserves and franking credits available and it is within prudent business practices to do so.

The ability of the Company to frank dividends is dependent on a number of factors, including the distributions it receives from its investments and the amount of tax paid by the Company. There may be times where distributions in any period are insufficient or the Board forms the view that it is not prudent to pay dividends for various reasons. Furthermore, the Company's taxable profits may be volatile, making the reliable forecasting and payment of dividends difficult and unpredictable.

No guarantee can be given concerning the future earnings of the Company, the capital appreciation of the Company's Shares or the return of the capital invested by Shareholders. Specifically, the Investment Manager may make poor investment decisions resulting in the returns being inadequate to pay an annual dividend to Shareholders.

(g) **No Operating History**

Having been incorporated on 5 July 2016, the Company does not have any operating history, although it should be noted that the Directors have between them significant operational experience. No assurances can be given that the Company will achieve commercial viability. Until

the Company is able to realise value from its projects, it is likely to incur ongoing operating losses.

(h) **Personnel risk**

The Investment Manager's performance is largely dependent on the skills and efforts of the Company's investment team. There can be no guarantee that the Company will be able to retain its investment team or that the Company will be able to attract and retain management personnel of sufficient experience and expertise to manage the Company.

(i) **Operational costs**

Operational costs for the Company as a proportion of total assets will be affected by the level of acceptance of the Offer. Operational costs representing a greater proportion of total assets will reduce the operating results of the Company and its ability to make dividend payments.

(j) **Taxation risk**

Tax laws (including Australian tax laws) are often changed which may affect the Company and Shareholders. The Company may or may not incur withholding tax imposed by certain countries on income derived by its investments.

(k) **Leverage risk**

Leverage through borrowings, also known as gearing, can magnify portfolio gains, but will also magnify losses. Whilst the Company has the right to leverage directly its investments, it currently does not intend to do so. The Company may also invest with fund managers that use leverage as a strategy to try to improve returns and manage risk.

Any negative results of such leverage will likely impact on the Company's profitability.

(l) **Currently No Market**

There is currently no public market for the Offer Securities, the price of the Offer Securities is subject to uncertainty and there can be no assurance that an active market for the Offer Securities will develop or continue after the Offer.

6.3 **General risks**

(a) **Foreign jurisdictional risk**

For investments in global assets, the Company may be exposed to risks relating to its investment in the securities of entities located in a foreign jurisdiction, where the laws of those foreign jurisdictions offer less legal rights and protections to security holders of securities in foreign entities in such foreign jurisdictions compared to the laws of Australia.

(b) **Interest rate risk**

Changes in interest rates may have a negative impact, either directly or indirectly, on investment returns.

(c) **Economic risk**

General economic conditions, introduction of tax reform, new legislation, movements in interest and inflation rates and currency exchange rates may have an adverse effect on the Company's activities, as well as on its ability to fund those activities.

(d) **Financial market volatility**

A fall in the global or local equity markets may discourage investors from moving money into or out of equity markets. This may have a negative effect on the price at which the securities of investee companies trade on ASX or a recognised stock exchange.

(e) **Additional requirements for capital**

The Company's capital requirements depend on numerous factors. The Company may require further financing in addition to amounts raised under the capital raising pursuant to this Information Memorandum. Any additional equity financing will dilute shareholdings, and debt financing, if available, may involve restrictions on financing and operating activities. If the Company is unable to obtain additional financing as needed, it may be required to reduce the scope of its operations. There is however no guarantee that the Company will be able to secure any additional funding or be able to secure funding on terms favourable to the Company.

(f) **Reliance on key personnel**

The responsibility of overseeing the day-to-day operations and the strategic management of the Company depends substantially on the Directors. There can be no assurance given that there will be no detrimental impact on the Company if one or more of the Directors cease to be a director of the Company or if either Timothy Weir or Tony Kenny do not in due course, sign employment contracts with the Investment Manager.

(g) **Regulatory**

Changes in relevant taxes, legal and administration regimes, accounting practice and government policies may adversely affect the financial performance, financial position and activities of the Company.

(h) **Liquidity Risk**

There is no guarantee that the Company will be admitted to the ASX or that there will be an ongoing liquid market for the Company's securities. Accordingly, there is a risk that should an ASX listing not be sought or achieved or should the market for the Company's securities become illiquid, Shareholders will be unable to realise their investment in the Company.

(i) **No representation or warranty as to the accuracy or completeness of the information**

The information in this Information Memorandum may not be complete and may be changed, modified or amended at any time by the Company, and is not intended to, and does not, constitute representations and warranties of the Company. Neither the Company, nor any other advisor of the Company intends to update this Information Memorandum or accepts any obligation to provide the recipient with access to information or to correct any additional information or to correct any inaccuracies that may become apparent in this Information Memorandum or in any other information that may be made available concerning the Company. Investors should conduct their own due diligence investigations regarding the Company and the Company's assets and activities.

6.4 Investment speculative

The above list of risk factors ought not to be taken as exhaustive of the risks faced by the Company or by investors in the Company. The above factors, and others not specifically referred to above, may in the future materially affect the financial performance and financial position of the Company and the value of the Offer Securities. Therefore, the Offer Securities to be issued pursuant to this Information Memorandum carry no guarantee with respect to the payment of dividends or returns of capital.

Potential investors should consider that the investment in the Company is highly speculative and should consult their professional advisers before deciding whether to apply for Offer Securities pursuant to this Information Memorandum.

7. ADDITIONAL INFORMATION

7.1 Litigation

As at the date of this Information Memorandum, the Company is not involved in any legal proceedings and the Directors are not aware of any legal proceedings pending or threatened against the Company.

7.2 Terms of Offer Shares

The full terms and conditions of the Offer Shares are set out in Annexure A.

7.3 Rights attaching to Ordinary Shares

The following is a summary of the more significant rights attaching to Ordinary Shares. This summary is not exhaustive and does not constitute a definitive statement of the rights and liabilities of Ordinary Shareholders. To obtain such a statement, persons should seek independent legal advice.

Details of rights attaching to Ordinary Shares are set out in the Constitution, a copy of which is available for inspection at the Company's registered office during normal business hours.

(a) General meetings

Ordinary Shareholders are entitled to be present in person, or by proxy, attorney or representative to attend and vote at general meetings of the Company.

Ordinary Shareholders may requisition meetings in accordance with Section 249D of the Corporations Act and the Constitution.

(b) Voting rights

Subject to any rights or restrictions for the time being attached to any class or classes of shares, at general meetings of Ordinary Shareholders or classes of Ordinary Shareholders:

- (i) each Ordinary Shareholder entitled to vote may vote in person or by proxy, attorney or representative;
- (ii) on a show of hands, every person present who is an Ordinary Shareholder or a proxy, attorney or representative of an Ordinary Shareholder has one vote; and
- (iii) on a poll, every person present who is an Ordinary Shareholder or a proxy, attorney or representative of an Ordinary Shareholder shall, in respect of each fully paid Ordinary Share held by him, or in respect of which he is appointed a proxy, attorney or representative, have one vote for the Ordinary Share, but in respect of partly paid Ordinary Shares shall have such number of votes as bears the same proportion to the total of such Ordinary Shares registered in the Ordinary Shareholder's name as the amount paid (not credited) bears to the total amounts paid and payable (excluding amounts credited).

(c) **Dividend rights**

Subject to the rights of any preference Ordinary Shareholders and to the rights of the holders of any shares created or raised under any special arrangement as to dividend, the Directors may from time to time declare a dividend to be paid to the Ordinary Shareholders entitled to the dividend which shall be payable on all Ordinary Shares according to the proportion that the amount paid (not credited) is of the total amounts paid and payable (excluding amounts credited) in respect of such Ordinary Shares.

The Directors may from time to time pay to the Ordinary Shareholders any interim dividends as they may determine. No dividend shall carry interest as against the Company. The Directors may set aside out of the profits of the Company any amounts that they may determine as reserves, to be applied at the discretion of the Directors, for any purpose for which the profits of the Company may be properly applied.

Subject to the applicable laws, the Company may, by resolution of the Directors, implement a dividend reinvestment plan on such terms and conditions as the Directors think fit and which provides for any dividend which the Directors may declare from time to time payable on Shares which are participating Shares in the dividend reinvestment plan, less any amount which the Company shall either pursuant to the Constitution or any law be entitled or obliged to retain, be applied by the Company to the payment of the subscription price of Shares.

(d) **Winding-up**

If the Company is wound up, the liquidator may, with the authority of a special resolution of the Company, divide among the Shareholders in kind the whole or any part of the property of the Company, and may for that purpose set such value as he considers fair upon any property to be so divided, and may determine how the division is to be carried out as between the Shareholders with Ordinary Shares or different classes of Ordinary Shares.

The liquidator may, with the authority of a special resolution of the Company, vest the whole or any part of any such property in trustees upon such trusts for the benefit of the contributories as the liquidator thinks fit, but so that no Shareholder holding Ordinary Shares is compelled to accept any Shares or other securities in respect of which there is any liability.

(e) **Liability for Ordinary Shares**

As the Ordinary Shares currently on issue are fully paid shares, they are not subject to any calls for money by the Directors and will therefore not become liable for forfeiture.

(f) **Transfer of Ordinary Shares**

Generally, Ordinary Shares are freely transferable, subject to formal requirements, the registration of the transfer not resulting in a contravention of or failure to observe the provisions of a law of Australia and the transfer not being in breach of applicable laws.

(g) **Variation of rights**

Pursuant to Section 246B of the Corporations Act, the Company may, with the sanction of a special resolution passed at a meeting of Shareholders holding Ordinary Shares vary or abrogate the rights attaching to Ordinary Shares.

If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class), whether or not the Company is being wound up, may be varied or abrogated with the consent in writing of the holders of three-quarters of the issued shares of that class, or if authorised by a special resolution passed at a separate meeting of the holders of the shares of that class.

(h) **Alteration of Constitution**

The Constitution can only be amended by a special resolution passed by at least three quarters of Shareholders holding Ordinary Shares present and voting at the general meeting. In addition, at least 28 days written notice specifying the intention to propose the resolution as a special resolution must be given.

7.4 Option Terms

(a) **Entitlement**

- (i) Subject to Section 7.4(a)(ii), each Option entitles the holder to subscribe for one Offer Share in the Company upon exercise of the Option.
- (ii) Any Options that are exercised after the conversion of the Offer Shares to Ordinary Shares will convert into Ordinary Shares.

(b) **Exercise Price**

The amount payable upon exercise of each Option will be either:

- (i) \$0.20 for any Option applied for before the Closing Date; or
- (ii) the greater of: \$0.20; and the Issue Price of the Offer Shares which are applied for after the Closing Date but on or before the Extended Closing Date,

(Exercise Price).

(c) **Expiry Date**

Each Option will expire at 5:00 pm (WST) on 10 August 2019 (**Expiry Date**). An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

(d) **Exercise Period**

The Options are only exercisable within 10 Business Days of the end of each Quarter or at any time in the month of August 2019 on or before the Expiry Date (**Exercise Period**).

(e) **Notice of Exercise**

The Options may be exercised during the Exercise Period by notice in writing to the Company in the manner specified on the Option certificate (**Notice of Exercise**) and payment of the Exercise Price for each Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.

(f) **Exercise Date**

A Notice of Exercise is only effective on and from the later of the date of receipt of the Notice of Exercise and the date of receipt of the payment of the Exercise Price for each Option being exercised in cleared funds (**Exercise Date**).

(g) **Timing of issue of Offer Shares on exercise**

Within 15 Business Days after the Exercise Date, the Company will:

- (i) subject to Section 7.4(a)(ii), allot and issue the number of Offer Shares required under these terms and conditions in respect of the number of Options specified in the Notice of Exercise and for which cleared funds have been received by the Company;
- (ii) if admitted to the official list of ASX at the time and if required, give ASX a notice that complies with Section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy Section 708A(11) of the Corporations Act to ensure that an offer for sale of the Ordinary Shares does not require disclosure to investors; and
- (iii) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Ordinary Shares issued pursuant to the exercise of the Options.

If a notice delivered under (g)(ii) for any reason is not effective to ensure that an offer for sale of the Ordinary Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy Section 708A(11) of the Corporations Act to ensure that an offer for sale of the Ordinary Shares does not require disclosure to investors.

(h) **Shares issued on exercise**

Offer Shares issued on exercise of the Options rank equally with the then issued Offer Shares of the Company.

(i) **Reconstruction of capital**

If at any time the issued capital of the Company is reconstructed, all rights of the holder of Options are to be changed in a manner consistent with applicable laws at the time of the reconstruction.

(j) **Participation in new issues**

There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Offer Shareholders during the currency of the Options without exercising the Options.

(k) **Change in exercise price**

An Option does not confer the right to a change in Exercise Price or a change in the number of underlying securities over which the Option can be exercised.

(l) **Unquoted**

The Company will not apply for quotation of the Options on ASX.

(m) **Transferability**

The Options are not transferable without the consent of the Company.

8. DIRECTORS' AUTHORISATION

This Information Memorandum is issued by the Company and its issue has been authorised by a resolution of the Directors.



Michael Blakiston
Chairman
For and on behalf of
Precision Opportunities Fund Ltd

9. GLOSSARY

Where the following terms are used in this Information Memorandum they have the following meanings:

A\$ or \$ means an Australian dollar.

Application Amount means the dollar amount received which accompanies an Application Form.

Application Form means each of the application forms attached to or accompanying this Information Memorandum relating to the Offer.

ASIC means Australian Securities & Investments Commission.

ASX means ASX Limited (ACN 008 624 691) and, where the context permits, the Australian Securities Exchange operated by ASX.

Board means the board of Directors as constituted from time to time.

Closing Date means the closing date of the Offer as set out in the indicative timetable in Section 2.4 of this Information Memorandum (subject to the Company reserving the right to extend the Closing Date or close the Offer early).

Company means Precision Opportunities Fund Ltd (ACN 613 479 262).

Constitution means the constitution of the Company.

Convertible Redeemable Preference Share means a Preference Share which is specified as being liable to be converted or redeemed.

Corporations Act means the *Corporations Act 2001* (Cth).

Directors means the directors of the Company at the date of this Information Memorandum.

Euroz means Euroz Limited (ACN 000 364 465).

Extended Closing Date means the extended closing date of the Offer as set out in the indicative timetable in Section 2.4 of this Information Memorandum (subject to the Company reserving the right to extend the Extended Closing Date or close the Offer early).

Extended Offer Period means the period between the Closing Date and the Extended Offer Date.

GST has the same meaning as it does in A New Tax System (Goods and Services Tax) Act 1999.

Information Memorandum means this document.

Investment Manager means Precision Funds Management Pty Ltd (ACN 613 296 665).

Issue Price means the issue price of the Offer Shares which is as described in Section 2.3

NTA means the net tangible assets of the Company.

NTAPS means NTA per Offer Share.

Offer means the offer of Offer Securities pursuant to this Information Memorandum.

Offer Securities means Offer Shares and Options.

Offer Shares means Convertible Redeemable Preference Shares offered pursuant to this Information Memorandum, on the terms set out in Section 7.2.

Opening Date means the opening date of the Offer as set out in the indicative timetable in Section 2.4 of this Information Memorandum.

Option means an option to take up a Share, as the context requires.

Ordinary Share means a fully paid ordinary share in the capital of the Company.

Preference Share means a fully paid preference share in the capital of the Company.

Professional Investor means a professional investor as defined under Section 708(11) of the Corporations Act.

Quarter means the three month period or part thereof ending on 30 September, 31 December, 31 March or 30 June.

Recipient or **Recipients** has the meaning set out in the 'Important Notices' Section of this Information Memorandum.

Section means a Section of this Information Memorandum.

Share means an Ordinary Share and/or an Offer Share, as the context requires.

Shareholder means the holder of a Share.

Sophisticated Investor means a sophisticated investor as defined under Section 708(8) of the Corporations Act.

WST means Western Standard Time as observed in Perth, Western Australia.

1. DEFINITIONS AND INTERPRETATION**1.1 Definitions**

In this document:

ASX means ASX Limited or the Australian Securities Exchange (as the context requires).

Business Day means Monday to Friday inclusive except any day that is not a business day in Perth, Western Australia.

Change in Control Event means both of the following occurring:

- (a) the Company receiving an offer to acquire all of the Shares; and
- (b) the Board recommending to Shareholders that they accept that offer.

Closing Date has the meaning given to that term in the Information Memorandum.

Company means Precision Opportunities Fund Ltd (ACN 613 479 262).

Constitution means the constitution of the Company, as amended from time to time.

Conversion means the conversion of the Preference Shares into Ordinary Shares in accordance with the terms of this document and “Convert” shall have a corresponding meaning.

Conversion Date has the meaning set out in clause 6(f).

Conversion Multiple means 1.

Corporations Act means the Corporations Act 2001 (Cth) as amended, consolidated or replaced.

Holder means the registered holder of a Preference Share.

Information Memorandum means the Company's Information Memorandum dated on or around 3 August 2016.

Issue Date means the date on which a Preference Share is issued.

Issue Price means the issue price of a Preference Share, being the amount set out in the Information Memorandum.

NTAPS means the net asset value of the Company as at the relevant Redemption Date divided by the number of Preference Shares on issue.

Ordinary Share means a fully paid ordinary share in the capital of the Company.

Preference Share means a non-cumulative, redeemable convertible preference share in the capital of the Company issued on the terms set out in this document.

Redemption Amount means, in respect of each Preference Share, an amount equal to the NTAPS.

Redemption Date means the date set out in the Redemption Offer.

Redemption Election has the meaning given to that term in clause 5(a)(ii).

Redemption Offer has the meaning given to that term in clause 7(a).

Securities means shares, debentures, debenture notes and any options to subscribe for the same.

Share means an Ordinary Share and/or a Preference Share, as the context requires.

Special Consent means:

- (a) a resolution passed by not less than three quarters of the Holders holding not less than three quarters of the Preference Shares for the time being in issue, passed at a general meeting of the Holders; or
- (b) a consent in writing signed by not less than three quarters of the Holders holding not less than three quarters of the Preference Shares for the time being on issue.

1.2 Interpretation

- (a) A reference to a clause is a reference to a clause in this document.
- (b) Unless the context otherwise requires, words defined in the Constitution have the same meaning in this document.

2. RIGHTS, POWERS AND PRIVILEGES

- (a) The Preference Shares are issued on and subject to the terms and conditions of the Constitution.
- (b) The Constitution applies to each Holder and to the Preference Shares except to the extent that the terms of this document conflict with the terms of the Constitution.
- (c) Where the terms of this document conflict with the terms of the Constitution, the terms of this document prevail as between the Company and each Holder.

3. DIVIDENDS

- (a) The right in priority to any declaration or payment of dividend to any other class of shares to a non-cumulative preferential dividend payable in relation to that Share but only to the extent to which the Shares are paid up.
- (b) While there are Preference Shares on issue, no other class of Shares will entitle the holder to receive any payment of dividend out of the profits of the Company.

4. **VOTING RIGHTS, NOTICE OF MEETING**

- (a) Without prejudice to any other right, power or privilege conferred on a Holder, each Preference Share confers on its Holder the same rights as a holder of Ordinary Shares to:
 - (i) receive notice of any general meeting of the Company and reports and audited accounts; and
 - (ii) attend at any general meeting of the Company.
- (b) A Holder is entitled to vote and speak at any meeting of the Company in the following circumstances and in no others:
 - (i) on a proposal to reduce the share capital of the Company;
 - (ii) on a resolution to approve the terms of the buy-back agreement;
 - (iii) on a proposal that affects the rights attached to the Preference Shares;
 - (iv) on a proposal to wind up the Company;
 - (v) on a proposal for the disposal of the whole of the Company's property, business and undertaking; or
 - (vi) during the winding up of the Company.
- (c) A Holder entitled to vote under clause 4(b) is entitled to exercise one (1) vote on a show of hands and one (1) vote on a poll for each Preference Share held.

5. **DECISION**

- (a) On the third (3rd) anniversary from the Closing Date, and then on the same date every year thereafter, the Company must elect whether to:
 - (i) apply for Admission (as per clause 6(f)(i) of this schedule);
 - (ii) make an offer to all Holders to redeem all or part of their Preference Shares (subject to any requirements of the Corporations Act) (**Redemption Election**); or
 - (iii) not apply for Admission or make a Redemption Election, in which case the Preference Shares shall continue on the same terms.
- (b) Upon making an election under clause 5, the Company must notify each Holder in writing of such election.

6. **CONVERSION OF A PREFERENCE SHARE**

- (a) On the Conversion Date, all Preference Shares automatically convert into that number of Ordinary Shares equal to that number of Preference Shares multiplied by the Conversion Multiple.
- (b) For the avoidance of doubt, conversion of the Preference Shares prior to the Conversion Date is not permitted.

- (c) From the date of its issue under this clause 6, each Ordinary Share forms part of the class of Ordinary Shares in the capital of the Company and ranks *pari passu* with the Ordinary Shares then on issue including dividends declared on Ordinary Shares in respect of the financial year in which Conversion occurs.
- (d) As soon as practicable after the Conversion of a Holder's Preference Shares:
 - (i) the Holder must, if required by the Company, surrender to the Company the certificates representing the Preference Shares which have been converted (or other evidence of title for those Preference Shares); and
 - (ii) the Company shall dispatch certificates in respect of the Ordinary Shares resulting from the Conversion.
- (e) This clause does not limit the Company's ability to deal with Preference Shares in accordance with the Corporations Act and does not affect the terms on which Preference Shares may be cancelled under a reduction of capital, share buyback or other form of capital reconstruction implemented in accordance with the Corporations Act.
- (f) The Conversion Date means:
 - (i) the date that the Company receives conditional approval to be admitted to quotation on ASX (or another recognised stock exchange) (**Admission**);
 - (ii) the date upon which a Change in Control Event occurs; or
 - (iii) such other date as determined by the board of the Company in its sole discretion.

7. REDEMPTION OF A PREFERENCE SHARES

- (a) If the Company makes a Redemption Election, then the Company must make an offer to each Holder for each Holder to redeem all or part of their Preference Shares (**Redemption Offer**).
- (b) The Redemption Offer must:
 - (i) be in writing;
 - (ii) set out the terms of the Redemption Offer and the requirements to accept the Redemption Offer; and
 - (iii) be dispatched to all Holders within 10 Business Days of the Redemption Election.
- (c) Each Holder shall be entitled to accept or reject the Redemption Offer in accordance with the requirements of the Redemption Offer.
- (d) Subject to the Corporations Act, the Company must redeem a Preference Share for which a valid acceptance has been received on the Redemption Date.

- (e) On redemption of a Preference Share, the Company, within five (5) Business Days after the Holder has surrendered to the Company the certificate in respect of that Preference Share, must pay to the Holder the Redemption Amount in cash, by cheque or in any other form that the Holder agrees to in writing.

8. PARTICIPATION IN NEW ISSUES

There are no rights or entitlements inherent in the Preference Shares and Holders will not be entitled to participate in issue of new Securities offer to holders of Ordinary Shares or any bonus issues of Securities.

9. ADJUSTMENT FOR CAPITAL RECONSTRUCTION

If at any time there is a reorganisation of the capital of the Company, the number of Preference Shares, the Issue Price and the Conversion Multiple will be reorganised such that the Holders are not disadvantaged or otherwise do not receive a benefit that holders of the Ordinary Shares do not receive. Such reorganisation shall not be an amendment to which clause 14 applies and shall not be otherwise treated as a variation of class rights.

10. RETURN OF CAPITAL IN A WINDING UP

- (a) Each Preference Share confers on its Holder the right to a payment in cash equal to the Issue Price and any unpaid dividend/s in a winding up in priority to any other class of shares in the Company.
- (b) Subject to clause 10(a), the Holders are entitled to participate in the surplus assets or profits of the Company in a winding up on the same terms as the holders of Ordinary Shares.

11. OTHER PREFERENCE SHARE ISSUES

- (a) The Company must not without Special Consent issue any other preference shares (including, without limitation, preference shares which are participating or non-participating, redeemable or non-redeemable and whether carrying a dividend the same as or different from the Preference Shares) ranking in priority to the Preference Shares.
- (b) The Company may, subject to the Corporations Act, issue further Preference Shares ranking *pari passu* with the Preference Shares.
- (c) The Holders constitute one class of shareholders for the purpose of the Constitution.

12. LISTING OF A PREFERENCE SHARES

The Company will not apply for official quotation of the Preference Shares on ASX.

13. TRANSFER OF A PREFERENCE SHARES

The Preference Shares are not transferable (other than with the consent of the Company and provided that the Constitution and the Corporations Act are complied with).

14. **AMENDMENT OF THIS DOCUMENT**

These terms may only be amended:

- (a) by Special Consent; and
- (b) if the Constitution and the Corporations Act are complied with.

PRECISION OPPORTUNITIES FUND LTD – APPLICATION FORM

For applications received prior to the Closing Date

The applicant set out below hereby applies for the number of fully paid convertible redeemable preference shares (**Offer Shares**) with free attaching option exercisable at 20 cents and expiring on 10 August 2019 in the capital of Precision Opportunities Fund Ltd (ACN 613 479 262) (**Company**) as set out below at a price of \$0.20 per Offer Share and makes payment for the subscription proceeds, pursuant to the Offer under the terms set out in the Company's Information Memorandum dated 3 August 2016 (**Information Memorandum**).

1. Number of Offer Shares and Payment Amount

I/We apply for	(Insert No. Offer Shares Applied for)	Offer Shares at \$0.20 per Offer Share, payable in full with this application	(Insert Total Amount Payable for Offer Shares)
			\$

2. Full Name Details of Applicant – Title, Given Names and Surname or Company Name

	Name to show on Share certificate (see back for correct name form)
Applicant (1)	
Joint Applicant (2)	
Joint Applicant (3)	

3. Address Details

Number & Street			
Suburb/City	State	Post Code	Country

4. Contact Details

Email			Mobile	
Home (T)	(F)	Work (T)	(F)	Contact Name

5. Tax File Number

Tax File No. or exemption category	1.	2.	3.
ABN if Company or ARSN if Super Fund	1.	2.	3.

6. Cheque/Electronic Transfer Details

Reference for Electronic Transfer	Bank	Branch (BSB) Account No	Amount A\$
Cheque Drawer and Cheque Number	Bank	Branch (BSB) Account No	Amount A\$

DECLARATION

This Application Form does not need to be signed. By lodging this Application Form and a cheque or an electronic transfer confirmation for the application money, the applicant hereby:

1. applies for the number of Offer Shares specified in this Application Form or such lesser number as may be allocated by the Directors;
2. agrees to be bound by the Constitution of the Company and the terms of the Information Memorandum;
3. declares that all details and statements in this Application Form are complete and accurate;
4. authorises the Company's Directors to complete or amend this Application Form and any other documentation where necessary to correct any errors or omissions;

5. acknowledges that he/she received personally the Information Memorandum with the Application Form; and
6. warrants to the Company that he/she satisfies one or both of the requirements set out in parts (a) and (b) of Annexure A to this Application Form.

If an Application Form is not completed correctly, it may still be accepted. Any decision of the Company's Directors as to whether to accept an Application Form, and how to construe, amend or complete it, shall be final.

INSTRUCTIONS TO COMPLETE THIS APPLICATION FORM

You should read the Information Memorandum carefully before completing this Application Form.

Please complete all relevant sections of this Application Form using BLOCK LETTERS.

The below instructions are cross-referenced to each Section of the Application Form.

1. Number of Offer Shares and Payment Amount

Insert the number of Offer Shares that you wish to apply for under the Offer.

Enter the total amount payable. Multiply the total number of Offer Shares applied for by \$0.20, being the issue price per Offer Share under the Offer.

2. Name(s) in which the Offer Shares are to be registered.

Note that ONLY legal entities can hold Offer Shares. The application must be in the name of one or up to three natural persons, companies or other legal entities acceptable to the Company. At least one full given name and surname is required for each natural person. Application Forms cannot be completed by persons under 18 years of age. Examples of the correct form of registrable title are set out below.

CORRECT FORMS OF REGISTRABLE NAME TO BE SHOWN ON SHARE CERTIFICATE

Type of Investor	Correct Form of Registration	Incorrect Form of Registration
Individual Use given names in full, not initials	Mr John Alfred Smith	J A Smith
Company Use the company's full title, not abbreviations	ABC Pty Ltd	ABC P/L or ABC Co
Joint Holdings Use full and complete names	Mr Peter Robert Williams & Ms Louise Susan Williams	Peter Robert & Louise S Williams
Trusts Use the trustee(s) personal name(s).	Mrs Susan Jane Smith <Sue Smith Family A/C>	Sue Smith Family Trust
Deceased Estates Use the executor(s) personal name(s).	Ms Jane Mary Smith & Mr Frank William Smith <Est John Smith A/C>	Estate of late John Smith or John Smith Deceased
Minor (a person under the age of 18) Use the name of a responsible adult with an appropriate designation.	Mr John Alfred Smith <Peter Smith A/C>	Master Peter Smith
Partnerships Use the partners personal names.	Mr John Robert Smith & Mr Michael John Smith <John Smith and Son A/C>	John Smith and Son
Long Names.	Mr John William Alexander Robertson-Smith	Mr John W A Robertson-Smith
Clubs/Unincorporated Bodies/Business Names Use office bearer(s) personal name(s).	Mr Michael Peter Smith <ABC Tennis Association A/C>	ABC Tennis Association
Superannuation Funds Use the name of the trustee of the fund.	Jane Smith Pty Ltd <Super Fund A/C>	Jane Smith Pty Ltd Superannuation Fund

3. Postal Address

Please enter the postal address to be used for all written correspondence. Only one address can be recorded against a holding.

4. Contact Details

Please enter contact details where we may reach you between the hours of 9:00am and 5:00pm should we need to speak to you about your application.

5. Tax File Number/ABN/Exemption

If you wish to have your Tax File Number (TFN), ABN or Exemption registered against your holding, please enter the details in section 5. Collection of TFN's is authorised by taxation laws but quotation is not compulsory and it will not affect your Application Form.

6. Cheque or Electronic Payment Details

All payments must be made in Australian Dollars only. All applications are to be accompanied by payment of 100% of the issue price per Offer Share applied for, being \$0.20 per Offer Share.

PAY BY CHEQUE drawn on an Australian branch of a financial institutional in Australian currency, made payable to "Precision Opportunities Fund Ltd – Share Application Account" and crossed "Not Negotiable". Attach the cheque to the front of the Application Form.

PAY BY ELECTRONIC TRANSFER including internet banking or telegraphic transfer (TT) should be made to:

Bank:	Macquarie Bank Ltd
Account Name:	Precision Opportunities Fund Ltd – Share Application Account
BSB:	182-512
Account Number:	964 144 661
Swift Code:	MACQAU2SXXX
Reference ("Name"):	This will appear on our bank statement to ensure we are able to track you payment.

Please complete the relevant details in section 6.

HOW TO LODGE YOU APPLICATION FORM

Mail or deliver your completed Application Form together with your cheque and, if applicable, the original Sophisticated Investor Certificate, to the following address, to arrive no later than 31 August 2016 **5.00 pm (Western Standard Time in Perth, Western Australia) on the Closing Date as defined in the Information Memorandum (or such other date as directed by the Company)**:

Mailing Address

Precision Opportunities Fund Ltd
PO Box Z5036
St Georges Terrace
Perth WA 6831

Hand Delivery (Please do not use this address for mailing purposes)

Precision Opportunities Fund Ltd
Level 18
58 Mounts Bay Road
Perth WA 6000

PRECISION OPPORTUNITIES FUND LTD – APPLICATION FORM

For applications received during the Extended Offer Period

The applicant set out below hereby applies for the number of fully paid convertible redeemable preference shares (**Offer Shares**) with free attaching option exercisable at the same price at which the Offer Share is being allotted and issued and expiring on 10 August 2019 in the capital of Precision Opportunities Fund Ltd (ACN 613 479 262) (**Company**) as set out below at a price equal to the NTA per Offer Share and makes payment for the subscription proceeds, pursuant to the Offer under the terms set out in the Company's Information Memorandum dated 3 August 2016 (**Information Memorandum**).

1. Number of Offer Shares and Payment Amount

	(Insert No. Offer Shares Applied for)	(Insert Total Amount Payable for Offer Shares)
I/We apply for	such number of Offer Shares at the NTA per Offer Share as is equal to the enclosed Application Amount, payable in full with this application	\$

2. Full Name Details of Applicant – Title, Given Names and Surname or Company Name

	Name to show on Share certificate (see back for correct name form)
Applicant (1)	
Joint Applicant (2)	
Joint Applicant (3)	

3. Address Details

Number & Street			
Suburb/City	State	Post Code	Country

4. Contact Details

Email			Mobile	
Home (T)	(F)	Work (T)	(F)	Contact Name

5. Tax File Number

Tax File No. or exemption category	1.	2.	3.
ABN if Company or ARSN if Super Fund	1.	2.	3.

6. Cheque/Electronic Transfer Details

Reference for Electronic Transfer	Bank	Branch (BSB) Account No	Amount A\$
Cheque Drawer and Cheque Number	Bank	Branch (BSB) Account No	Amount A\$

DECLARATION

This Application Form does not need to be signed. By lodging this Application Form and a cheque or an electronic transfer confirmation for the application money, the applicant hereby:

1. applies for the number of Offer Shares specified in this Application Form or such lesser number as may be allocated by the Directors;
2. agrees to be bound by the Constitution of the Company and the terms of the Information Memorandum;
3. declares that all details and statements in this Application Form are complete and accurate;
4. authorises the Company's Directors to complete or amend this Application Form and any other documentation where necessary to correct any errors or omissions;

5. acknowledges that he/she received personally the Information Memorandum with the Application Form; and
6. warrants to the Company that he/she satisfies one or both of the requirements set out in parts (a) and (b) of Annexure A to this Application Form.

If an Application Form is not completed correctly, it may still be accepted. Any decision of the Directors as to whether to accept an Application Form, and how to construe, amend or complete it, shall be final.

INSTRUCTIONS TO COMPLETE THIS APPLICATION FORM

You should read the Information Memorandum carefully before completing this Application Form.

Please complete all relevant sections of this Application Form using BLOCK LETTERS.

The below instructions are cross-referenced to each section of the Application Form.

1. Payment Amount

Enter the total amount you wish to invest. The number of Offer Shares will be determined by dividing the Application Amount by the relevant NTAPS.

2. Name(s) in which the Offer Shares are to be registered.

Note that ONLY legal entities can hold Offer Shares. The application must be in the name of one or up to three natural persons, companies or other legal entities acceptable to the Company. At least one full given name and surname is required for each natural person. Application Forms cannot be completed by persons under 18 years of age. Examples of the correct form of registrable title are set out below.

CORRECT FORMS OF REGISTRABLE NAME TO BE SHOWN ON SHARE CERTIFICATE

Type of Investor	Correct Form of Registration	Incorrect Form of Registration
Individual Use given names in full, not initials	Mr John Alfred Smith	J A Smith
Company Use the company's full title, not abbreviations	ABC Pty Ltd	ABC P/L or ABC Co
Joint Holdings Use full and complete names	Mr Peter Robert Williams & Ms Louise Susan Williams	Peter Robert & Louise S Williams
Trusts Use the trustee(s) personal name(s).	Mrs Susan Jane Smith <Sue Smith Family A/C>	Sue Smith Family Trust
Deceased Estates Use the executor(s) personal name(s).	Ms Jane Mary Smith & Mr Frank William Smith <Est John Smith A/C>	Estate of late John Smith or John Smith Deceased
Minor (a person under the age of 18) Use the name of a responsible adult with an appropriate designation.	Mr John Alfred Smith <Peter Smith A/C>	Master Peter Smith
Partnerships Use the partners personal names.	Mr John Robert Smith & Mr Michael John Smith <John Smith and Son A/C>	John Smith and Son
Long Names.	Mr John William Alexander Robertson-Smith	Mr John W A Robertson-Smith
Clubs/Unincorporated Bodies/Business Names Use office bearer(s) personal name(s).	Mr Michael Peter Smith <ABC Tennis Association A/C>	ABC Tennis Association
Superannuation Funds Use the name of the trustee of the fund.	Jane Smith Pty Ltd <Super Fund A/C>	Jane Smith Pty Ltd Superannuation Fund

3. Postal Address

Please enter the postal address to be used for all written correspondence. Only one address can be recorded against a holding.

4. Contact Details

Please enter contact details where we may reach you between the hours of 9:00am and 5:00pm should we need to speak to you about your application.

5. Tax File Number/ABN/Exemption

If you wish to have your Tax File Number (TFN), ABN or Exemption registered against your holding, please enter the details in section 5. Collection of TFN's is authorised by taxation laws but quotation is not compulsory and it will not affect your Application Form.

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PAY BY ELECTRONIC TRANSFER including internet banking or telegraphic transfer (TT) should be made to:

Bank:	Macquarie Bank Ltd
Account Name:	Precision Opportunities Fund Ltd – Share Application Account
BSB:	182-512
Account Number:	964 144 661
Swift Code:	MACQAU2SXXX
Reference ("Name"):	This will appear on our bank statement to ensure we are able to track you payment.

Please complete the relevant details in section 6.

HOW TO LODGE YOU APPLICATION FORM

Mail or deliver your completed Application Form together with your cheque and, if applicable, the original Sophisticated Investor Certificate, to the following address, to arrive no later than **5.00 pm (Western Standard Time in Perth, Western Australia) on the Extended Closing Date as defined in the Information Memorandum (or such other date as directed by the Company)**:

Mailing Address

Precision Opportunities Fund Ltd
PO Box Z5036
St Georges Terrace
Perth WA 6831

Hand Delivery (*Please do not use this address for mailing purposes*)

Precision Opportunities Fund Ltd
Level 18
58 Mounts Bay Road
Perth WA 6000

ANNEXURE A

Where the amount payable for any Offer Shares requested to be issued by the Company pursuant to this application is less than A\$500,000, the applicant hereby either:

- (a) warrants to the Company that the applicant is a "Professional Investor" as that term is defined under Section 708(11) of the *Corporations Act 2001* (Cth);

OR

- (b) attaches an original certificate substantially in the form attached given by a qualified accountant no more than two years before the date of the Information Memorandum, certifying that the applicant (or the person who controls a company or trust applicant):

- (i) has net assets of at least A\$2.5 million; or
- (ii) has a gross income for each of the last two financial years of at least A\$250,000 per year.

SOPHISTICATED INVESTOR CERTIFICATE
PURSUANT TO SECTION 708(8)(C) OF THE CORPORATIONS ACT

I, _____

am a "qualified accountant" for the purposes of Section 708(8)(c) of the Corporations Act, being a member of the following professional body:

_____ ("**Body**")

My membership designation from the Body is _____ and I am subject to and in compliance with the Body's continuing professional education requirements.

I CERTIFY that the following investor has net assets of at least \$2.5 million **or** has a gross income for each of the last two (2) financial years* specified below of at least A\$250,000 per year.

Full name and title of investor:

Full address of investor:

* The last two financial years for which this certificate applies are **[Insert]** and **[Insert]**.

Signed by qualified accountant: _____

Print full name: _____

Date certificate issued: _____

Phone: _____

Address: _____
