L1 CAPITAL LONG SHORT (OFFSHORE FEEDER) FUND

(incorporated as an exempted company
with limited liability in the Cayman Islands)

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

1 January 2017
As amended and restated on 23 October 2017 and 25 August 2023

THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM ("MEMORANDUM") IS SUBMITTED ONLY TO ITS RECIPIENT, ON A CONFIDENTIAL BASIS, SOLELY IN CONNECTION WITH RECIPIENT'S CONSIDERATION OF AN INVESTMENT IN PARTICIPATING SHARES IN L1 CAPITAL LONG SHORT (OFFSHORE FEEDER) FUND, AN EXEMPTED COMPANY INCORPORATED WITH LIMITED LIABILITY IN THE CAYMAN ISLANDS. DUE TO THE CONFIDENTIAL NATURE OF THIS MEMORANDUM, ITS USE FOR ANY OTHER PURPOSE MAY INVOLVE SERIOUS LEGAL CONSEQUENCES. CONSEQUENTLY, THIS MEMORANDUM MAY NOT BE REPRODUCED, IN WHOLE OR IN PART, AND MAY NOT BE DELIVERED TO ANY PERSON OTHER THAN THE RECIPIENT WITHOUT THE PRIOR WRITTEN CONSENT OF L1 CAPITAL PTY LTD AND AS OTHERWISE SET FORTH IN THIS MEMORANDUM.

L1 CAPITAL LONG SHORT (OFFSHORE FEEDER) FUND

TABLE OF CONTENTS

IMPORTANT NOTICES

This Memorandum does not constitute an offer or solicitation to any person in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it would be unlawful to make such offer or solicitation. This Memorandum does not constitute an offer of Participating Shares to the public and no action has been or will be taken to permit a public offering of Participating Shares where action would be required for that purpose.

No offer or invitation to subscribe for Participating Shares may be made to the public in the Cayman Islands.

The distribution of this Memorandum and the offering of Participating Shares may be restricted in certain jurisdictions. The information contained in this Memorandum is for general guidance only, and it is the responsibility of any person or persons in possession of this Memorandum and wishing to make application for Participating Shares to inform themselves of, and to observe, all applicable laws and regulations of any relevant jurisdiction. Prospective applicants for Participating Shares should inform themselves as to legal requirements also applying and any applicable exchange control regulations and applicable taxes in the countries of their respective citizenship, residence or domicile.

Shares are being offered in a private placement to sophisticated investors and will not be registered under the United States Securities Act of 1933, as amended ("**Securities Act**") or the securities laws of any state or foreign jurisdiction and may not be sold or transferred without compliance with any applicable federal, state or foreign securities laws. None of the Participating Shares offered hereby, the Fund or the Manager have been registered under the Securities Act, or with or approved by the SEC or any other U.S. federal, state or non-U.S. governmental agency (with the exception of filing this document with the Cayman Islands Monetary Authority), nor has any such authority passed upon the value of the Participating Shares, made any recommendations as to their purchase, approved or disapproved this offering, or passed upon the adequacy or accuracy of this Memorandum. Any representation to the contrary is a criminal offense. It is intended that the offering and sale of Participating Shares will be exempt from registration pursuant to Section 4(a)(2) of the Securities Act and pursuant to Rule 506(b) of Regulation D thereunder, since such Participating Shares will only be offered to "accredited investors," as that term is defined in the Securities Act.

The attention of investors in the Fund is drawn to the general risk factors which appear under the section headed "Risk Factors". Accordingly, an investment should only be made by persons in a position to take on such a risk.

Investors should note that because investments in securities can be volatile and that their value may decline as well as appreciate, there can be no assurance that the Fund will be able to attain its objective or that investors will receive a return of their capital. The price of Participating Shares as well as the income therefrom may fall as well as rise to reflect changes in the Net Asset Value of the Fund. An investment should only be made by those persons who are able to absorb a total loss of their investment.

In making an investment decision, prospective investors must rely on their own examination of the terms of this offering, including the merits and risks involved. Prospective investors should not subscribe for Participating Shares unless satisfied that they and/or their investment representative have asked for and received all information that would enable them to evaluate the merits and risks of the proposed investment.

The contents of this Memorandum are not to be construed as a recommendation or advice to any prospective investor in relation to the subscription, purchase, holding or disposition of Participating Shares. Prospective investors should consult their professional advisers accordingly.

Potential subscribers of Participating Shares should inform themselves as to (a) the possible tax consequences, (b) the legal requirements and (c) any foreign exchange restrictions or exchange control requirements which they might encounter under the laws of the countries of their citizenship, residence, incorporation or domicile and which might be relevant to the subscription, holding, or disposal of Participating Shares.

Participating Shares will be offered at the Net Asset Value per Participating Share, as further described in this Memorandum. Participating Shares may be issued on any Subscription Day at the Subscription Price, and may be redeemed on any Redemption Day at the Redemption Price, in the manner described in this

Memorandum. The Directors have the right to compulsorily redeem any or all of the Participating Shares held by any Shareholder at any time and for any reason including where the holding of the Participating Shares may result in regulatory, pecuniary, legal, taxation or material administrative disadvantage for the Fund or its Shareholders as a whole or where, in the opinion of the Directors, it is in the best interests of the Fund to do so.

There is no prohibition on dealings in the assets of the Fund by the Administrator, the Prime Broker or the Manager or entities related to the Administrator, the Prime Broker or the Manager provided the transaction is carried out as if effected on normal commercial terms negotiated at arm's length and is in the best interests of Shareholders.

The Fund invests substantially all of its assets through a master-feeder structure in the Master Fund. The Master Fund is not hereby offering any securities and accordingly this Memorandum is not to be regarded as having been authorised or issued by the Master Fund. The Master Fund does not have an offering document or equivalent document. Other investment vehicles that also feed into the Master Fund may be formed with different terms from those of the Fund, including with respect to fees, expense recovery and redemption terms. The Fund may also invest directly, but this is not currently intended.

To the best of the knowledge and belief of the Manager (who has taken all reasonable care to ensure that such is the case) the information contained in this Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information.

Any information given or representation made by any dealer, solicitor or other person and (in each case) not contained herein should be regarded as un-authorised and, accordingly, should not be relied upon. Neither the delivery of this Memorandum nor the offer, issue or sale of Participating Shares shall, under any circumstances, constitute a representation that the information contained in this Memorandum is correct at any time subsequent to the date of this Memorandum.

Notwithstanding anything to the contrary contained in this Memorandum, the Articles and the Subscription Agreement, all persons may disclose to any and all persons, without limitations of any kind, the U.S. federal, state and local income tax treatment of the Fund, any fact that may be relevant to understanding the U.S. federal, state and local income tax treatment of the Fund, and all materials of any kind (including opinions or other tax analyses) relating to such U.S. federal, state and local income tax treatment, other than the name of the parties or any other person named herein, or information that would permit identification of the parties or such other persons, and any pricing terms or other non-public business or financial information that is unrelated to the U.S. federal, state or local income tax treatment of the Fund and is not relevant to understanding the U.S. federal, state or local income tax treatment of the Fund.

Capitalised expressions

Capitalized terms used in this introduction but not otherwise defined have the meanings given to them within this Memorandum.

DIRECTORY

Directors of the Fund
Joel Arber
Jonathan A. Bain
George Bashforth

Registered Office
CO Services Cayman Limited
PO Box 10008, Willow House
Cricket Square
Grand Cayman
KY1-1001, Cayman Islands

Manager
L1 Capital Pty Ltd

ABN 21 125 378 145 AFSL No. 314302
Level 45, 101 Collins Street
Melbourne VIC 3000, Australia

Administrator
Apex Fund Services Pte. Ltd.
Company No 201207799Z
9 Temasek Boulevard, Suntec Tower 2,
#12-01, Singapore 038989
Phone: +65 6950 7600
Fax: +61 2 8244 1916

Prime Brokers and Custodians

Morgan Stanley & Co. International plc.
25 Cabot Square, Canary Wharf,
London E14 4QA

Merrill Lynch International
2 King Edward Street
London EC1A 1HQ

Goldman Sachs International
Plumtree Court
25 Shoe Lane
London EC4A 4AU

Australian and Lead Legal Counsel
Corrs Chambers Westgarth
Level 17, 8-12 Chifley Square
Sydney NSW 2000, Australia

Cayman Islands Legal Counsel
Carey Olsen
PO Box 10008, Willow House
Cricket Square
Grand Cayman
KY1-1001
Cayman Islands

Auditor
Ernst & Young Ltd.
62 Forum Lane, Camana Bay
P.O. Box 510
Grand Cayman KY1-1106
Cayman Islands

DEFINITIONS

For the purposes of this Memorandum, the following expressions have the following meanings:

"Administration Agreement"	means the agreement by which the Fund has appointed the Administrator to provide administrative services to the Fund.
"Administrator"	means Apex Fund Services Pte. Ltd. or such other person, firm or corporation appointed, and from time to time acting, as administrator of the Fund.
"Advisers Act"	means the U.S. Investment Advisers Act of 1940, as amended.
"Articles"	means the memorandum and articles of association of the Fund as amended, supplemented or restated from time to time.
"AEOI"	one or more of the following, as the context requires: (a) sections 1471 to 1474 of the US Internal Revenue Code of 1986 and any associated legislation, regulations or guidance, commonly referred to as the US Foreign Account Tax Compliance Act ("**FATCA**"), the Common Reporting Standard ("**CRS**") issued by the Organisation for Economic Cooperation and Development, or similar legislation, regulations or guidance enacted in any other jurisdiction which seeks to implement equivalent tax reporting and/or withholding tax regimes; (b) any intergovernmental agreement, treaty or any other arrangement between the Cayman Islands and the US or any other jurisdiction (including between any government bodies in each relevant jurisdiction), entered into to facilitate, implement, comply with or supplement the legislation, regulations or guidance described in paragraph (a); and (c) any legislation, regulations or guidance implemented in the Cayman Islands to give effect to the matters outlined in the preceding paragraphs;
"Auditor"	means Ernst & Young or such other person, firm or corporation appointed, and from time to time acting, as auditor of the Fund.
"Auditor Agreement"	means the agreement by which the Fund has appointed the Auditor to provide audit services to the Fund.
"Business Day"	means any day normally treated as a business day in Melbourne (Australia), and/or such other day or days as the Directors may from time to time determine.
"Cayman Islands"	means the British Overseas Territory of the Cayman Islands.
"CEA"	means the U.S. Commodity Exchange Act, as amended.
"CFTC"	means the U.S. Commodity Futures Trading Commission, as amended.
"Class"	means a separate class of Participating Share.
"Corporations Act"	means the Australian Corporations Act 2001 (Cth).
"Directors"	means the directors for the time being of the Fund.
"Dodd-Frank Act"	means the Dodd-Frank Wall Street Reform and Consumer Protection Act, as amended.
"Eligible Investor"	means a person who is eligible to acquire or hold Participating Shares, directly or indirectly, as determined from time to time by the Directors and as described in this Memorandum and the Subscription Agreement.

"Exchange Act"	means the U.S. Securities Exchange Act of 1934, as amended.
"FINRA"	means U.S. Financial Industry Regulatory Authority.
"Fund"	means L1 Capital Long Short (Offshore Feeder) Fund, a Cayman Islands exempted company with limited liability (Cayman Islands registration no. 314514).
"IFRS"	means International Financial Reporting Standards.
"Investment Company Act"	means the U.S. Investment Company Act of 1940, as amended.
"Management Agreement"	means the agreement by which the Fund has appointed the Manager to manage the Fund's investments.
"Management Fee"	means the management fee payable to the Manager, calculated in the manner described under the section headed "(C) Fees and Expenses – Management Fee".
"Management Share"	means a voting non-participating share in the capital of the Fund of $1.00 par value designated as a Management Share and having the rights provided under the Articles.
"Manager"	means L1 Capital Pty Ltd or such other person, firm or corporation appointed, and from time to time acting, as manager of the Fund.
"Master Fund"	means L1 Capital Long Short (Master) Fund, a Cayman Islands exempted company with limited liability (Cayman Islands registration no. 314516).
"Memorandum"	means this amended and restated confidential private placement memorandum dated 25 August 2023, as amended, supplemented or restated from time to time.
"NFA"	means the National Futures Association, a self-regulatory organization under the CEA.
"Net Asset Value"	means (unless the context otherwise requires) the value of the assets less the liabilities of the Fund, calculated in accordance with the section headed "(D) Valuation and Prices – Calculation of Net Asset Value" and the Articles.
"Net Asset Value per Participating Share"	means the amount determined as being the Net Asset Value per Participating Share of a particular Class and/or series, calculated in accordance with the Articles and this Memorandum.
"New Issue Rule"	means Rules 5130 and 5131 of FINRA, as amended.
"Non-Eligible Investor"	means those persons who are not eligible to acquire or hold Participating Shares, as determined from time to time by the Directors.
"Non-Restricted Participating Shares"	means the series of non-voting redeemable Participating Shares in the capital of the Fund that may only be purchased by investors whose beneficial owners are not Restricted Persons (as defined in the New Issue Rule).
"Ordinary Resolution"	means a resolution passed by a simple majority of the holders of Management Shares as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting, and includes a unanimous written resolution.
"Participating Share"	means a non-voting participating redeemable share in the capital of the Fund of $0.01 par value designated as a Participating Share and having the rights provided for under the Articles. Participating Shares may be divided into Classes in the discretion of the Directors in accordance with the provisions of the Articles and each Class may be further divided into different series of Participating Shares and the term "Participating Share" shall include all such Classes and series of Participating Share.

"Performance Fee"	means the performance fee payable to the Manager, calculated in the manner described under the section headed "(C) Fees and Expenses – Performance Fee".
"Prime Broker"	means the person, firm or corporation appointed, and from time to time acting, as prime broker of the Master Fund.
"Prime Broker Agreement"	means the prime brokerage customer agreement by which the Master Fund has appointed a Prime Broker to provide prime brokerage services to the Master Fund.
"Redemption Day"	means, in relation to any Class and/or series of Participating Share, the first Business Day of each month and/or such other days as the Directors may from time to time determine upon which a Shareholder is entitled to require the redemption of Participating Shares of that Class and/or series.
"Redemption Price"	means the price, calculated in the manner described below under the section headed "(D) Valuation and Prices – Redemption Price", at which Participating Shares of the relevant Class or series will normally be redeemed.
"Register of Shareholders"	means the register of Shareholders, which shall be maintained in accordance with the Companies Act (as revised) of the Cayman Islands and includes (except where otherwise stated) any duplicate Register of Shareholders.
"Restricted Participating Shares"	means the series of non-voting redeemable Participating Shares in the capital of the Fund that may only be purchased by investors whose beneficial owners are Restricted Persons (as defined in the New Issue Rule).
"SEC"	means the U.S. Securities and Exchange Commission.
"Securities Act"	means the U.S. Securities Act of 1933, as amended.
"Series"	means a separate series of a Class of Participating Share (and includes any sub-series of any such series).
"Separate Account"	means a separate internal account of the Fund established with respect of a Class or series of Participating Shares and which shall be maintained in accordance with the Articles.
"Shareholder"	means a person who is registered on the Register of Shareholders of the Fund as the holder of a Participating Share.
"Special Resolution"	means a resolution passed by a majority of not less than two-thirds of the holders of the Management Shares as being entitled to do so, vote in person, or where proxies are allowed, by proxy at a general meeting of which notice specifying the intention to propose the resolution as a special resolution has been duly given, and includes a unanimous written resolution.
"Subscription Agreement"	means the subscription agreement for Participating Shares in the Fund.
"Subscription Day"	means, in relation to any Class or series of Participating Share, the first Business Day of each month and/or such other days as the Directors may from time to time determine.
"Subscription Price"	means the price, calculated in the manner described below under the section headed "(D) Valuation and Prices – Subscription Price", at which Participating Shares are issued.
"United States" or "US"	means the United States of America (including its territories, its possessions and other areas subject to its jurisdiction).
"US dollars", "USD", "US$", "Dollars" and "cents"	means the currency of the United States of America.

"Valuation Day"	means, in relation to each Class and/or series, the last Business Day of each month or such other Business Day or Business Days, determined from time to time by the Directors, to be the day or days upon which the Net Asset Value and Net Asset Value per Participating Share of that Class and/or series is calculated.
"Valuation Point"	means, with respect to any Class and/or series, the close of business on the relevant Valuation Day or such other time or times on such Valuation Day that the Directors determine to calculate the Net Asset Value and Net Asset Value per Participating Share of that Class and/or series.

SUMMARY OF TERMS

The information set out below should be read in conjunction with, and is qualified in its entirety by, the full text of this Memorandum, as well as the Articles, the Subscription Agreement and the documents and agreements annexed hereto and referred to herein, which are available from the Manager, upon request.

(A) ABOUT THE FUND

The Fund

L1 Capital Long Short (Offshore Feeder) Fund is an exempted company incorporated with limited liability in the Cayman Islands on 24 August 2016 under the Companies Act (as revised) of the Cayman Islands. The Fund operates as a private investment company to facilitate investment by qualified non-US investors and qualified US tax-exempt investors. As a general rule, in the absence of any contractual arrangement to the contrary, the liability of an investor in the Fund is limited to the amount from time to time unpaid on the Participating Shares held by such investor (if any). As an exempted company, the Fund's operations must be conducted mainly outside the Cayman Islands. The Fund is required to file an annual return each year with the Registrar of Companies of the Cayman Islands and pay an annual fee, which is based on the size of its authorised share capital.

Master Fund

L1 Capital Long Short (Master) Fund is an exempted company incorporated with limited liability in the Cayman Islands on 24 August 2016 under the Companies Act (as revised) of the Cayman Islands. The Master Fund was formed to conduct investment activities on behalf of the Fund. As with the Fund, as an exempted company, the Master Fund's operations must be conducted mainly outside the Cayman Islands. The Master Fund is required to file an annual return each year with the Registrar of Companies of the Cayman Islands and pay an annual fee, which is based on the size of its authorised share capital.

To consolidate the assets of investors from various jurisdictions and to realize certain cost efficiencies, the Fund will seek to achieve its investment objective by causing all or substantially all of its assets to be invested in the Master Fund that will be operated as a centralized investment vehicle following the same investment strategy as the Fund, with the Fund functioning as a “feeder” fund.

The purpose of the “master-feeder” arrangement is to achieve investment and administrative efficiencies. Each of the Fund and the Master Fund is denominated in USD and has a financial year end of 31 December.

For the convenience of the reader, references herein to the Fund generally include references to the Master Fund when they relate to the exercise of discretionary investment authority and to the implementation of investment strategy.

Manager

L1 Capital Pty Ltd is the investment manager of the Fund, and is primarily responsible for the investment and re-investment of the assets of the Fund subject to the overall supervision, control and policies of the Directors. The Manager is also the investment manager for the Master Fund, including all assets of the Fund.

Please refer to the section below headed “Management and Administration” for further details about the Manager and the other members of the management team of the Fund.

Directors

The Fund currently has three Directors: Joel Arber, Jonathan A. Bain and George Bashforth. Joel Arber is affiliated with the Manager.

The Directors are also directors of the Master Fund. The Directors have authority over the operations and management of the Fund and the Master Fund, but have delegated the day-to-day management and certain

operations to the Manager and to the Administrator. Certain decisions in this Memorandum stated to be made by the Directors may be delegated to the Manager and/or Administrator where permitted.

Please refer to the section below headed "Management and Administration – Directors" for further details about the Directors, including their profiles and track record.

Investment Objective and Strategy

The investment objective of the Fund is to achieve strong, positive, risk-adjusted returns over the long term.

As described in the section above headed "(A) About the Fund – Master Fund", the Fund invests all or substantially all of its assets in the Master Fund. *For the convenience of the reader, references herein to the Fund generally include references to the Master Fund when they relate to the exercise of discretionary investment authority and to the implementation of the investment strategy.*

The Manager will primarily employ a long/short investment strategy, which involves buying "long" a stock or basket of stocks and selling "short" a stock or basket of stocks, in anticipation of profiting from changes in the price differential between the respective long and short positions. The Fund invests in Australian and international shares and derivatives, as well as other financial instruments, including, but not limited to, bonds, loans, trade claims, bank deposits, currencies and options, having regard to the investment criteria and other factors described below.

The following provides further details of the investment strategy:

Exposure

A single position will typically:

- in respect of "large-cap" stocks (generally being stocks in the S&P/ASX100 Index), be 3-10% at cost price of the Net Asset Value of the Fund; and

- in respect of other stocks, not exceed 7% at cost price of the Net Asset Value of the Fund.

Net exposure is capped at 1.5X (but is typically 0.3-1.3X) and gross exposure is capped at 3X.

Notwithstanding the foregoing, the Manager may exceed the investment limits where it believes it is in the best interests of the Fund to do so.

Investment Criteria

Consistent with the Manager's investment philosophy, the portfolio managers select stocks that are attractive based on:

- **Valuation –** determined by forecasting expected future cash flows, with valuations cross checked by reference to both historical and peer valuation multiples.

- **Qualitative factors –** comprising:

    - *Management Quality* (including board, senior management & operational staff) - Passionate, capable, honest and shareholder friendly;

    - *Industry/Company Structure & Outlook* - Barriers to entry, growth outlook, prevalence of rivals/substitutes and competition

    - *Business Trends* - supply/demand outlook, regulation, consolidation and asset utilisation

The Fund's balance sheet is also evaluated to ensure gearing levels are appropriate and manageable and debt rollovers are unlikely to pose a significant risk to equity investors.

Composition of Investments

Generally, the instruments in which the Fund invests are publicly traded or expected to be publicly traded within the next 12 months, although from time to time the Fund will purchase securities, including non-publicly traded securities, in private transactions ("**Longer Term Investments**"). Such investments are often privately negotiated with companies and structured with significant downside protection and liquidity mechanisms. A common example is convertible debt with a fixed conversion price for upside exposure and a variable price conversion feature struck at a discount to trailing Volume Weighed Average Price ("**VWAPs**") so the convertible debt can be liquidated through the sale of the underlying company's traded shares.

The Fund may also invest in trading vehicles controlled by the Manager and may co-invest together with other investment advisers in entities whose portfolios and strategies are determined by a collaborative decision-making process. The Manager does not intend that such investments will represent a substantial portion of the Fund's investment strategy.

The Fund does not currently intend to invest in retail off-exchange forex contracts, swaps or commodity pools, but reserves the right to do so in the future, at the sole discretion of the Manager, in consultation with the Directors.

Borrowing/Leverage

The Fund may use leverage in the implementation of its investment strategy. When the Fund borrows money for leverage and its investments increase or decrease in value, the Fund's Net Asset Value will increase or decrease more than if it had not borrowed money. Borrowing will be limited to 50% of Net Asset Value, subject to any changes that may be made by the Manager upon 3 months' notice to investors.

Derivatives

From time to time, the Manager may also take positions in derivatives, such as options, futures and swaps, for hedging and non-hedging purposes. Derivatives are investments whose value is derived from other assets, such as shares, and may be used as part of the portfolio management process. Derivatives may be used to reduce risk and can act as a hedge against adverse movements in a particular market and/or in the underlying asset. Derivatives can also be used to gain exposure to assets and markets. While derivatives offer the opportunity for significantly higher gains from a smaller investment (because of the effective exposure obtained) they can also produce significantly higher losses, sometimes in excess of the amount invested.

The circumstances in which derivatives may be used by the Manager include to:

- hedge existing positions (eg selling short SPI Futures as portfolio insurance or shorting USD to offset long positions in USD denominated stocks); or

- profit from an opportunity identified through the research process (eg. buying call options in a stock).

Shorting

The Fund may short any assets or other securities referred to in its investment strategy.

Short selling is the practice of selling securities that have been borrowed in the expectation that they will be bought back from the market and returned to the lender at a price lower than the sale price. Short selling may be used by the Manager when it expects that the price of the security will fall. The Manager will borrow securities from a securities lender with the intention of buying back the securities from the market and returning them to the lender. If the price of the security falls in value, the Fund will make a profit because it buys the security back from the market for less than it was sold. This can be contrasted with 'long positions' where the Fund makes a profit from any increase in the price of a security.

Short selling involves a higher level of risk than buying a security. Please refer to the section headed "Risk Factors" for further information.

THE PURCHASE OF PARTICIPATING SHARES IS A SPECULATIVE INVESTMENT AND ENTAILS SIGNIFICANT RISK. SUCH AN INVESTMENT PROVIDES FOR ONLY LIMITED LIQUIDITY AND IS SUITABLE ONLY FOR PERSONS WHO CAN AFFORD TO LOSE THE ENTIRE AMOUNT OF THEIR

INVESTMENT. THE FUND DOES NOT HAVE ANY OPERATING HISTORY AT THE TIME OF LAUNCH AND THERE IS NO ASSURANCE THAT THE FUND WILL BE PROFITABLE. THERE IS ALSO NO ASSURANCE THAT THE FUND'S INVESTMENT OBJECTIVES WILL BE ACHIEVED, AND RESULTS MAY VARY SUBSTANTIALLY OVER TIME. SEE "RISK FACTORS" IN THIS MEMORANDUM FOR ADDITIONAL RISK FACTORS CONCERNING AN INVESTMENT IN THE PARTICIPATING SHARES.

(B) THE OFFERING

Applications

Eligible Investors must apply for Participating Shares by completing and signing a Subscription Agreement and providing all other information and/or documents requested by the Manager. Without limitation to the section below headed "(B) The Offering – Eligibility Restrictions", the Manager may in its discretion reject an application for Participating Shares without giving any reason.

Subscription Agreements (including all required documents) and cleared funds must be received no later than two (2) Business Days prior to the relevant Subscription Day (originals or scanned copies of originals are acceptable and are to be received by the Administrator). Subscription Agreements received after such time will be dealt with on the next Subscription Day. Participating Shares will be allotted at the Subscription Price on the applicable Subscription Day.

Subscription Amount

The minimum initial subscription amount for, and the minimum holding of, Participating Shares is Two-Hundred and Fifty Thousand Dollars (US$250,000).

The minimum subsequent subscription amount for Participating Shares is One-Hundred Thousand Dollars (US$100,000) or the equivalent in any other currency in order to comply with Cayman Islands law.

Eligibility Restrictions

Participating Shares may only be purchased by investors who are deemed by the Manager to be an "Eligible Investor." An Eligible Investor is, without limitation, any person in respect of whom the eligibility restrictions as set forth in this section (as well as the Subscription Agreement) do not apply.

The Directors may impose eligibility restrictions for the purpose of ensuring that no Participating Shares are held by (a) any person from whom an investment would not qualify for an exemption under the Securities Act or would require the Fund to register the Participating Shares under the U.S. federal or state securities laws, including, but not limited to, any person who does not qualify as an "accredited investor" as defined in Rule 501 of Regulation D of the Securities Act, (b) any person who does not qualify as a "qualified client" as defined in Rule 205-3 of the Advisers Act, (c) any person who does not qualify as a "qualified purchaser" as defined in Section 2(a)(51) of the Investment Company Act, (d) any person or persons in breach of the law or requirements of any country or governmental authority, (e) any "U.S. Taxable Person" as defined in the Subscription Agreement, (f) any person or persons in circumstances (whether directly or indirectly affecting such person or persons and whether taken alone or in conjunction with any other person or persons, connected or not, or any other circumstance appearing to the Directors to be relevant) which in the opinion of the Directors might result in the Fund incurring any liability to taxation or suffering any other pecuniary, fiscal or regulatory disadvantage which the Fund might not otherwise incur or suffer, or (g) any person who does not qualify as an Eligible Investor under the Subscription Agreement.

New Issue Allocations

From time to time, the Fund may directly or indirectly invest in New Issues (generally defined under the New Issue Rule of FINRA as any initial public offering of an equity security).

Under Rule 5130, New Issues may not be sold, except in limited circumstances, to an account in which any Restricted Person (as defined below) has an interest. "**Restricted Persons**" include FINRA members or other broker dealers, any officer, director, general partner, associated person or employee of a FINRA member or associated person, any person who has authority to buy or sell securities for a bank, savings and loan

institution, insurance company, investment company, investment adviser, and certain control persons of broker-dealers, among others.

Rule 5130 prohibits brokers from selling securities in a New Issue to the Fund if more than 10% of the Participating Shares are owned by Restricted Persons (calculated in accordance with FINRA rules), unless such Restricted Persons are "carved-out" of such New Issue allocations or the total amount of New Issue allocations are "carved down" to not more than 10% of the total New Issue allocation. Accordingly, any Restricted Person who acquires Participating Shares will be issued a separate series of Participating Shares (ie. Restricted Participating Shares) and will be restricted from participating in any profits or losses of New Issues purchased by the Fund. As a result, Restricted Persons may earn a different rate of return on their investment than non-Restricted Persons holding Non-Restricted Participating Shares, which rate of return may be higher or lower than the return earned by non-Restricted Persons.

If a holder of Non-Restricted Participating Shares subsequently becomes restricted from the purchase of New Issues, the Non-Restricted Participating Shares held by such Shareholder will be converted by way of redemption and re-issue into a number of Restricted Participating Shares of equal Net Asset Value per Participating Share.

In addition, Rule 5131 prohibits FINRA-registered brokers from allocating New Issues to the executive officers and directors, and the people they materially support, of certain public or private companies that have, or expect to have, an investment banking relationship with such brokers. Consequently, the Fund requires investors to make certain disclosures in its Subscription Agreement to allow it to indicate to such brokers that they can allocate New Issues to the Fund in compliance with Rule 5131. While the Fund does not expect to permit more than 25% of its interests to be owned by persons that are potentially restricted investors under Rule 5131(b) with respect to any company, the Fund may, as necessary to participate in a New Issue, require such investors to fully or partially redeem their Non-Restricted Participating Shares for Restricted Participating Shares of equal value.

To avoid any violation of the New Issue Rule, investors subscribing for Participating Shares must provide information demonstrating whether or not they are Restricted Persons under the New Issue Rule. The Directors reserve the right to amend any Fund policies or procedures relating to the allocation of New Issues, so long as such amended procedures are consistent with the New Issue Rule.

Variance of Terms

The Manager will treat all Shareholders fairly and will not allow any Shareholder to obtain preferential treatment, unless such treatment is appropriately disclosed, including in the manner contemplated below.

The Directors have complete discretionary authority regarding the admission of Shareholders and may admit Shareholders on different terms and conditions than those described in this Memorandum, including but not limited to different fee structures. The Directors have the right, at any time in their sole discretion, to issue new Classes or series of Participating Shares in the capital of the Fund which may have different rights and privileges than the Participating Shares currently being offered. The Directors may designate additional Classes or series of Participating Shares from time to time without notice to the existing Shareholders and may cause the Fund to enter into supplements, side letters or other similar agreements, varying the terms of Participating Shares with individual Shareholders and may create new Classes or series of Participating Shares as required by Cayman Islands law for specific Shareholders varying the terms of the Participating Shares described herein. These terms may not be disclosed or offered to other Shareholders in the Fund. Terms may differ, for example, according to types of investment strategies utilized, Management Fees and Performance Fees charged, different transparency, reports or performance disclosures, permitted subscription and redemption terms and notice periods, and in other respects in the complete and sole discretion of the Directors.

Redemptions

Voluntary Redemption

Shareholders will have the right to request the redemption of all or part of their Participating Shares on any Redemption Day at the Redemption Price then prevailing, subject to the limitations described in this Memorandum, including but not limited to that the Net Asset Value per Participating Share with respect to the redeeming Shareholder will remain at or above One-Hundred Thousand Dollars (US$100,000) following such

redemption. Redemption requests must be received no later than on the Business Day falling at least five (5) Business Days prior to the relevant Redemption Day.

The Redemption Price will be the Net Asset Value per Participating Share calculated as at the Valuation Point on the relevant Redemption Day. Redemption proceeds will generally be paid in cash in US Dollars and the Administrator will endeavour to pay redemption proceeds within twenty (20) Business Days after the Net Asset Value has been finalised for the relevant Redemption Day, provided that cash is available and that the payment of redemption proceeds has not been suspended.

With a view to protecting the interests of Shareholders, the Directors may (upon consultation with the Manager) may limit the number of Participating Shares which are redeemed on any Redemption Day. In that event, the limitation will apply *pro rata* so that all Shareholders wishing to redeem Participating Shares on that Redemption Day redeem the same proportion of such Participating Shares. Redemption requests in respect of all Participating Shares not redeemed but which would otherwise have been redeemed on that Redemption Day together with all redemption requests subsequently received will be carried forward to the next Redemption Day (or such earlier day as the Directors, upon consultation with the Manager, may determine), whereupon all the Participating Shares the subject of such redemption requests will (subject to the same limitation and as provided below) be redeemed. If redemption requests are carried forward, the Directors or Manager will inform the Shareholders who are affected and, on any subsequent Redemption Day, priority will be given to requests which have been carried forward according to the length of time for which they have been carried forward.

Without prejudice to the foregoing, the Directors (upon consultation with the Manager) may reject a redemption request in whole or in part. The circumstances in which the Directors may not give effect to all or part of a redemption may include, but are not limited to, situations where:

- an exchange or market on which the investments in the Fund are quoted is closed or suspended;
- in their opinion, it is not practicable to sell investments in the usual time frame or where disposal would be prejudicial to other Shareholders (eg. a large single redemption or a number of significant redemptions together or adverse market conditions or abnormal foreign exchange rates);
- in their opinion, the Net Asset Value of the Fund cannot reasonably or fairly be ascertained; or
- the Fund is unable to repatriate funds to make payment on redemption.

In addition, no redemption of Participating Shares may be effected during the period of any suspension of the determination of the Net Asset Value (for details, see the section headed "(D) Valuation and Prices – Suspension of Calculation of Net Asset Value").

The Directors shall have the right, in their discretion following consultation with the Manager, to waive any notice periods or other limitations on redemptions in whole or in part.

Compulsory Redemption

The Directors (upon consultation with the Manager) have the right to redeem compulsorily any holding of Participating Shares for any or no reason, including but not limited to, if it is in the interests of the Fund to do so or if the Participating Shares are or would be held by or for the benefit of a Non-Eligible Investor or to give effect to an exchange, conversion or roll up policy.

Dividend Policy

It is the present intention of the Directors not to declare or pay any dividend. Income earned by the Fund will be reinvested and reflected in the value of the Participating Shares. If the Directors decide to declare dividends, such dividends may be distributed from net income and/or net realised and unrealised capital gains.

(C) FEES AND EXPENSES

General

The Management Fees and Performance Fees below are based in part upon unrealized gains (as well as unrealized losses) and that such unrealized gains and/or losses may never be realized. On termination of the Management Agreement, the Manager shall be entitled to receive all fees and other moneys accrued but not yet paid up to the date of such termination as provided in the Management Agreement and shall repay any fees and other moneys paid to it in respect of any period after the date of such termination. Where termination of the agreement is not effected when the Management Fee or Performance Fee would otherwise be calculated, fees for the period since the last calculation date will be payable and calculated for that period as at the termination date utilising the fee mechanisms in the Management Agreement. In addition, the Fund shall also pay to the Manager expenses referred to in the Management Agreement to the extent to which the Manager is obliged to continue to make such payments for and on behalf of the Fund beyond the date of termination of the Management Agreement.

The Manager may from time to time and at its sole discretion and out of its own resources decide to rebate to some or all Shareholders or their agents or to intermediaries, part or all of the Management Fee and/or Performance Fee. Any such rebates may be applied in paying up additional Participating Shares to be issued to the Shareholder.

The Fund, in consultation with and on the consent of the Manager, may from time to time and at its sole discretion also waive all or part of the Management Fee and/or Performance Fee it is entitled to in respect of certain Shareholders, including in particular during a wind-down of the business of the Fund and/or Master Fund. This may be effected by the issue of separate Classes of Participating Shares.

The Manager's fees will be payable from either the Fund or the Master Fund. The fees levied from the Fund and the Master Fund will not, during the currency of this Memorandum, exceed, in aggregate, the amounts detailed in this section of the Memorandum.

Management Fee

The Manager is entitled to receive a management fee equal to 1.25% per annum of the Net Asset Value of the Fund (calculated before deduction for any accrued Management Fees and Performance Fees) calculated and accrued as of the last Business Day of each month and payable monthly in arrears.

The Management Fee is calculated on a *pro rata* basis for any partial month of investment.

Performance Fee

The Manager will also be entitled to receive a performance fee equal to 20% of the increase in the Net Asset Value per Participating Share for the Performance Fee Calculation Period above the Base Net Asset Value of that Participating Share (as defined below).

The Performance Fee is calculated in respect of each period of six months ending on 30 June and 31 December of each year (a "**Performance Fee Calculation Period**"). The Performance Fee is deemed to accrue on a monthly basis as at each Valuation Point. The Performance Fee in respect of each Performance Fee Calculation Period will be calculated by reference to the Net Asset Value per Participating Share before making any deduction for accrued Performance Fees.

The "**Base Net Asset Value of a Participating Share**" is the greater of the Net Asset Value per Participating Share of the relevant Class or series at the time of issue of that Participating Share and the highest Net Asset Value per Participating Share of the relevant Class or series achieved as of the end of any previous Performance Fee Calculation Period (if any) during which such Participating Share was in issue ("**Base Net Asset Value**").

The Performance Fee, if any, is calculated and paid with respect to each Participating Share:

- as of each Performance Fee Calculation Period end;
- as of each Redemption Day with respect to Participating Shares redeemed before the Performance Fee Calculation Period end;
- in the directors' discretion, as of the effective date of a transfer of a Participating Share;

- as of the date of the termination of the Management Agreement;

- the dates of termination and final liquidation of the assets of the Fund,

in each case with respect to the period ending on such date.

The Performance Fee is normally payable to the Manager in arrears within 14 Business Days of the end of each Performance Fee Calculation Period. However, in the case of Participating Shares redeemed during a Performance Fee Calculation Period, the accrued Performance Fee in respect of those Participating Shares is normally payable within 14 Business Days after the date of redemption.

To the extent that the Fund's performance in any month is negative, the performance fee will accrue for each Participating Share as a negative amount (per each Participating Share) and offset against any positive performance fee accrued or which accrues in the future until the negative amount is extinguished.

Performance Fee Adjustments

In order to ensure that investors bear the Performance Fee according to the actual performance of their Participating Shares, having regard to the different times and prices at which such Participating Shares were issued, the Fund will designate Participating Shares issued in respect of each relevant month as constituting a different series. A Performance Fee will be calculated separately in relation to each series by reference to the increase in the Net Asset Value per Participating Share in that series for the Performance Fee Calculation Period above the Base Net Asset Value of a Participating Share in that series.

Where Participating Shares of a Class or series are redeemed part way through a Performance Fee Calculation Period, the Performance Fee payable in respect of those Participating Shares realised will be calculated as at the Valuation Day relating to the relevant Redemption Day.

Master Fund costs and expenses

The Fund indirectly bears its *pro rata* share of the costs and expenses of the Master Fund through its holding of shares in the Master Fund.

Administrator Fees

Under the terms of the Administration Agreement, the Administrator shall receive an annual fee calculated in accordance with its customary schedule of fees and is also entitled to be reimbursed for all out of pocket expenses properly incurred in performing its duties as Administrator of the Fund.

Auditor Fees

Under the terms of the Auditor Agreement, the Auditor shall receive an annual fee calculated in accordance with its customary schedule of fees and is also entitled to be reimbursed for all out of pocket expenses properly incurred in performing its duties as Auditor of the Fund.

Prime Broker Fees

The Fund pays fees and charges to the Prime Broker for its services, which are agreed upon in advance by the Fund, but which are subject to change from time to time. These fees are detailed in the Prime Broker Agreement.

Organizational and Operating Expenses

The Manager is entitled to be reimbursed from the Fund in respect of a range of costs and expenses which include, but are not limited to, establishment costs for the Fund (including costs associated with the Fund governing documents (including amendments), the preparation of marketing material and disclosure documents and establishment of Fund vehicles), legal and accounting costs, custodial fees, annual meetings, audit fees, government duties and taxes, brokerage, paid independent research and consultancies relating to the Fund. During the life of the Fund, operating expenses of the Fund (including in relation to audit, tax and legal costs, Director costs and Administrator fees) will be capped at 0.25% per annum of the Net Asset Value of the Fund. Establishment costs and ongoing expenses for the Fund may be amortised and recouped by the

Manager over a number of years, subject to the aggregate amount recouped in any year not exceeding this cap ratio. The expense recovery cap does not apply in relation to investment and trading related expenses such as brokerage commissions and transaction costs, clearing and settlement charges, custodial fees, interest and leverage finance expenses, regulatory costs, short borrow costs and independent research costs.

The Manager reserves the right to recover expenses that it deems to be unusual or non-recurrent and can be charged to the Fund in addition to the capped expense recovery fee. These expenses are not generally incurred during the day-to-day operation of the Fund and are not necessarily incurred in any given year. They are due to abnormal events, for example, the cost of running Shareholder meetings, or legal costs incurred for changes to the Fund governing documents.

Placement Fees

No placement fee will be paid by the Fund to the Manager or any of its affiliates. The Manager may, in its sole discretion, utilize brokers, finders, securities dealers, or other persons or entities in connection with the offer or sale of the Participating Shares; provided, however, that any fees and commissions that may be payable as a consequence thereof will be paid either by the applicable Shareholder or out of the funds of the Manager, as applicable, and not by the Fund. Any placement fee paid to a placement agent will be disclosed to the affected Shareholder to the extent required at law.

(D) VALUATION AND PRICES

Calculation of Net Asset Value

The Net Asset Value of the Fund is equal to its assets, at fair market value, less its liabilities, at fair market value, as calculated pursuant to the Articles. All or substantially all of the Fund's assets will be invested in the Master Fund. As a result, the Fund will rely on the net asset value at the Master Fund level in calculating its Net Asset Value. The Master Fund will follow valuation procedures substantially similar to those of the Fund and described herein. The Net Asset Value will, unless the Directors determine otherwise, and in accordance with the Articles, be determined as at the close of business in the relevant market or markets on each Valuation Day. The following valuation principles will be employed by the Fund:

(a) the value of any cash on hand, on loan, on deposit or on call, bills, demand notes, accounts receivable, prepaid expenses, cash dividends and interest declared or accrued and not yet received shall be deemed to be the full amount thereof unless the Manager, in consultation with the Directors, shall have determined that any such deposit, bill, demand note or account receivable is not worth the full amount thereof in which event the value shall be deemed to be such value as the Manager, in consultation with the Directors, considers to be the reasonable value;

(b) except in the case of any interest in a managed fund to which paragraph (c) applies and subject as provided in paragraphs (d) and (e) below, all calculations based on the value of investments quoted, listed, traded or dealt in on any stock exchange, commodities exchange, futures exchange or over-the-counter market shall be made by reference to the last traded price (or, lacking any sales, at the mean between the last available bid and ask prices) on the principal stock exchange for such investments as at the close of business in such place on the day as of which such calculation is to be made. Where there is no stock exchange, commodities exchange, futures exchange or over-the-counter market, all calculations based on the value of investments quoted by any person, firm or institution making a market in that investment (and if there shall be more than one such market maker then such particular market maker as the Manager, in consultation with the Directors, may designate) shall be made by reference to the mean of the latest bid and ask price quoted thereon, provided always that if the Manager, in consultation with the Directors, considers that the prices ruling on a stock exchange other than the principal stock exchange provide in all the circumstances a fairer criterion of value in relation to any such investment, they may adopt such prices. With respect to pricing option, where the last traded price is available and falls within the bid-ask spread that price will be applied. Where there is no last traded price or the price falls outside of the spread, the average of bid-ask will be applied;

(c) subject as provided in paragraph (d) and (e) below, the value of each interest in any open-ended unit trust or corporation, open-ended investment company or other similar open-ended investment vehicle

(a "**managed fund**") shall be the last published net asset value per unit, share or other interest in such managed fund;

(d) if no net asset value, bid and offer prices or price quotations are available as provided in paragraphs (b) or (c) above, the value of the relevant asset shall be determined by the Manager in consultation with the Directors or in such other manner as the Manager in consultation with the Directors shall determine in its reasonable discretion having regard, inter alia, to the securities pricing policy of the Administrator;

(e) notwithstanding the foregoing, the Manager may, in consultation with the Directors, permit some other method of valuation to be used if it considers that such valuation better reflects the fair value; and

(f) any value (whether of a security or cash) otherwise than in US dollars shall be converted into US dollars at the rate (whether official or otherwise) at the last traded price at 4:00pm London time on the relevant Business Day having regard, inter alia, to any premium or discount which the Manager considers may be relevant, and to costs of exchange.

The Directors have delegated the determination of the Net Asset Value of the Fund and the Net Asset Value per Participating Share to the Administrator. In making such determination, the Administrator will follow the valuation policies and procedures adopted by the Fund as set out above and having regard to its securities pricing policy. If and to the extent that the Manager is responsible for or otherwise involved in the pricing of any of the Fund's portfolio securities or other assets, the Administrator may accept, use and rely on such prices in making such determinations and shall not be liable to the Fund, the Directors, the Manager, any Shareholder or any other person in so doing.

All valuations will be binding on all persons and in no event shall the Directors, the Administrator or the Manager incur any liability or responsibility, whether individually or otherwise, for any determination made or other action taken or omitted by them in the absence of manifest error or bad faith.

Investors should be aware that situations involving uncertainties as to the valuation of positions could have an adverse effect on the value of the Fund's or the Master Fund's net assets if the Administrator's or the Manager's judgments regarding appropriate valuations should prove incorrect.

If the Directors resolve that the Fund shall issue further Classes or series of Participating Shares it is possible that the method of calculating the Net Asset Value may differ for those other Classes or series of Participating Shares.

Suspension of Calculation of Net Asset Value

The Directors may at any time and from time to time suspend the determination of the Net Asset Value and/or extend the period for the payment of redemption monies to persons who have redeemed Participating Shares for the whole or any part of a period:

(a) during which any principal stock exchange, commodities exchange, futures exchange or over-the-counter market on which any substantial portion of the investments of the Fund is listed, quoted, traded or dealt in is closed (other than customary weekend and holiday closing) or trading on any stock exchange or market is substantially restricted or suspended; or

(b) when a breakdown occurs in any of the means normally employed in ascertaining the value of investments or the price of investments on any market or stock exchange on which the investments are listed; or

(c) when remittance or transfer of monies upon the redemption of Participating Shares is not reasonably practicable; or

(d) in which the repurchase or redemption of Participating Shares would, in the opinion of the Directors, result in a violation of any provisions of applicable law.

No Participating Shares may be issued or redeemed during such a period of suspension.

Subscription Price

The Participating Shares offered by way of this Memorandum will be offered initially at a Subscription Price of US$1,000 per Participating Share. Thereafter, the Subscription Price of each Participating Share is the Net Asset Value per Participating Share on the relevant Subscription Day, plus the buy/sell spread.

The transaction costs of buying and selling the Fund's investments are paid from the Fund (or the Master Fund). When a subscription is made, the Manager uses a 'buy/sell' spread to recover estimated transaction costs associated with buying assets of the Fund or Master Fund. The Manager uses the buy/sell spread to direct transaction costs such as brokerage, commissions and bank charges to transacting investors rather than existing Shareholders. The buy/sell spreads are paid to the Fund and are not paid to the Manager. The buy/sell spread is +/-0.15%. The Manager may, in its discretion, waive or reduce the buy/sell spread on subscriptions, in which case reduced or no costs are incurred.

Redemption Price

The Redemption Price of each Participating Share for any relevant Valuation Day will be determined by dividing the Net Asset Value as at the close of business in the relevant market or markets on that Valuation Day by the number of Participating Shares then in issue, minus the buy/sell spread, the resulting amount being rounded to the nearest cent.

The transaction costs of buying and selling the Fund's investments are paid from the Fund or Master Fund. When a redemption is made, the Manager uses a 'buy/sell' spread to recover estimated transaction costs associated with selling assets of the Fund or Master Fund. The Manager uses the buy/sell spread to direct transaction costs such as brokerage, commissions and bank charges to transacting investors rather than remaining Shareholders. The buy/sell spreads are paid to the Fund and are not paid to the Manager. The buy/sell spreads is +/-0.15%. The Manager may, in its discretion, waive or reduce the buy/sell spread on redemptions, in which case reduced or no costs are incurred.

RISK FACTORS

Investment in the Fund involves significant risks. Whilst it is the intention of the Manager to implement strategies which are designed to minimise potential losses, there can be no assurance that these strategies will be successful. It is possible that an investor may lose a substantial proportion or all of its investment in the Fund. As a result, each investor should carefully consider whether it can afford to bear the risks of investing in the Fund. Before making an investment decision, each investor should obtain their own legal, tax and investment advice, taking into account their own investment needs and financial circumstances. The following discussion of risk factors does not purport to be a complete explanation of the risks involved in investing in the Fund.

The risks of investing in the Fund include, but are not necessarily limited to, the following:

General Risk Factors

No Performance or Operating History. The Fund is a newly-formed enterprise with no operating history. Accordingly, an investment in the Fund entails a high degree of risk. There can be no assurances that the Fund will achieve its investment objective. Given the factors that are discussed herein, there exists a possibility that a Shareholder could suffer a complete loss of its investment in the Fund.

Dependence on Key Employees. The Fund's investment performance is substantially dependent on the services of the Directors. In the event of the death, disability, or departure of any of the Directors, the business of the Fund may be adversely affected.

No Current Income. The Fund does not presently intend to pay distributions and an investment in the Fund is not suitable for investors seeking current income.

No Participation by Investors. Substantially all decisions with respect to the management of the Fund are made exclusively by the Manager. Shareholders have no right or power to take part in the management of the Fund. The Manager makes all of the trading and investment decisions of the Fund.

Performance Fee. The Manager's entitlement to a Performance Fee may create an incentive for the Manager to make riskier or more speculative investments than would be the case absent such performance allocation.

Subscription Monies. Where a subscription for Participating Shares is accepted, the Participating Shares will be treated as having been issued with effect from the relevant Subscription Day notwithstanding that the subscriber for those Participating Shares may not be entered in the Fund's Register of Shareholders until after the relevant Subscription Day. The subscription monies paid by a subscriber for Participating Shares will accordingly be subject to investment risk in the Fund from the relevant Subscription Day.

Master Feeder Structure. The Fund is a conduit, which means that all or substantially all of the Fund's assets will be invested in the Master Fund. An investment by the Fund in the Master Fund may be affected by an investment by other feeder funds (if any) in the Master Fund. In view of the fact that all expenses of the Master Fund may be shared *pro rata* among its investors, if other investors in the Master Fund redeem their shares, then the possibility exists that the Fund will bear the burden of an increased share of the Master Fund's expenses.

Handling of mail. Mail addressed to the Fund and received at its registered office will be forwarded unopened to the forwarding address supplied by Manager to be dealt with. None of the Fund, its directors, officers, advisors or service providers (including the organisation which provides registered office services in the Cayman Islands) will bear any responsibility for any delay howsoever caused in mail reaching the forwarding address. In particular, the Directors will only receive, open or deal directly with mail which is addressed to them personally (as opposed to mail which is addressed just to the Fund).

Contagion Risk Factor. The Fund has the power to issue Participating Shares in Classes or series. The Articles provide for the manner in which the liabilities are to be attributed across the various Classes or series (liabilities are to be attributed to the specific Class or series in respect of which the liability was incurred). However, the Fund is a single legal entity and there is no limited recourse protection for any Class or series.

Accordingly, all of the assets of the Fund will be available to meet all of its liabilities regardless of the Class or series to which such assets or liabilities are attributable. In practice, cross-Class/series liability is only expected to arise where liabilities referable to one Class or series are in excess of the assets referable to such Class or series and it is unable to meet all liabilities attributed to it. In such a case, the assets of the Fund attributable to other Classes and series may be applied to cover such liability excess and the value of the contributing Classes or series will be reduced as a result.

Investment Risk Factors

The price of the Participating Shares may fall as well as rise. There can be no assurance that the Fund will achieve its investment objective or that a Shareholder will recover the full amount invested in the Fund.

Operational Risk. The Fund depends on the Manager to develop, implement and operate the appropriate systems and procedures to control operational risk. These systems and procedures may not account for every actual or potential disruption of the Fund's operations. The Fund's operations are dynamic and complex. As a result, certain operational risks are intrinsic to the Fund's operations and business, especially given the volume, diversity and complexity of transactions that the Fund is expected to enter into daily. The Fund's business is highly dependent on its ability to process, on a daily basis, transactions across numerous and diverse markets. Consequently, the Fund relies heavily on its financial, accounting and other data processing systems to trade, clear and settle transactions, to evaluate certain financial instruments, to monitor its portfolio and net capital, and to generate risk management and other reports that are critical to oversight of the Fund's activities. The ability of its systems to accommodate an increasing volume, diversity and complexity of transactions could also constrain the ability of the Fund to properly manage its portfolio. In addition, certain portions of the Fund's and the Manager's operations interface will be dependent upon systems operated by third parties, including prime brokers, the Administrator, market counterparties and their sub-custodians and other service providers, and the Manager may not be in a position to verify the risks or reliability of such third-party systems. Failure of such systems could result in mistakes made in the confirmation or settlement of transactions, or in transactions not being properly booked, evaluated or accounted for. These and other similar disruptions in the Manager's operations may cause the Manager to suffer, among other things, financial loss, the disruption of its businesses, liability to third parties, regulatory intervention or reputational damage.

Investment and Trading Risk Generally. All investments risk the loss of capital. The profitability of a significant portion of the Fund's investment program depends to a great extent upon correctly assessing the future course of the price movements of securities and other investments. There can be no assurance that the Manager will be able to predict accurately these price movements. With respect to the investment strategies utilized by the Fund, there is always some, and occasionally a significant, degree of market risk. No guarantee or representation is made that the Fund's investment programs will be successful.

Counterparty Risk. The Fund (including through its shares in the Master Fund) is subject to the risk of insolvency of an exchange, clearinghouse, prime broker, commodity broker, bank and other counterparties with whom it trades. The Master Fund's assets could be lost or impounded in such an insolvency during lengthy bankruptcy proceedings. Where a substantial portion of the Master Fund's capital is tied up in a bankruptcy, the Manager might suspend or limit trading, perhaps causing the Master Fund to miss significant profit opportunities. The Master Fund is subject to the risk of the inability or refusal to perform on the part of the counterparties with whom contracts are traded. In the event that a counterparty is unable to perform its obligations, the Fund's assets are at risk and Shareholders may only recover a *pro rata* share of their investment, or nothing at all.

For securities trading, if one or more of the Master Fund's counterparties were to become insolvent or the subject of insolvency proceedings in the United States (either under the Securities Investor Protection Act or the United States Bankruptcy Code), there exists the risk that the recovery of the Master Fund's securities and other assets from a custodian, prime broker or broker-dealer will be delayed or be of a value less than the value of the securities or assets originally entrusted to such prime broker or broker-dealer. In the event of a broker default, all property held by the broker, including certain property specifically traceable to the Master Fund, will be returned, transferred, or distributed to the broker's customers only to the extent of each customer's *pro rata* share of the assets held by such broker. If segregated assets are insufficient to meet claims, the broker is insolvent and claims exceed Securities Investor Protection Corporation coverage, customers share equally in shortfall and become general creditors for residual claims. If no property is available for distribution, the Master Fund would not recover any of its assets.

Notwithstanding the foregoing, securities and other assets deposited with custodians or brokers may not be identified as being assets of the Master Fund and hence the Master Fund may be exposed to a credit risk with respect to such parties. There is a risk that any of such parties could become insolvent. Although the Manager regularly monitors the financial condition of the counterparties it uses, if one or more of the Master Fund's counterparties were to become insolvent or the subject of liquidation proceedings (in the U.S. for example, either under the Securities Investor Protection Act or the Bankruptcy Code), there exists the risk that the recovery of the Master Fund's securities and other assets from such prime broker or broker-dealer will be delayed or be of a value less than the value of the securities or assets originally entrusted to such prime broker or broker-dealer. Furthermore, in the event that any of the Master Fund's prime brokers rehypothecate the Master Fund's securities held with such prime broker, the Master Fund might be a general unsecured creditor with respect to any claims related to such securities if such prime broker was the subject of any liquidation or bankruptcy related proceeding.

In addition, the Master Fund may use counterparties located in various jurisdictions outside the U.S. Such local counterparties are subject to various laws and regulations in various jurisdictions that are designed to protect their customers in the event of their insolvency. However, the practical effect of these laws and their application to the Master Fund's assets are subject to substantial limitations and uncertainties. Because of the large number of entities and jurisdictions involved and the range of possible factual scenarios involving the insolvency of a counterparty, it is impossible to generalize about the effect of their insolvency on the Master Fund and its assets. Investors should assume that the insolvency of any counterparty would result in a loss to the Fund, which could be material.

Exchange-traded futures and futures-styled option contracts are marked to market on a daily basis, with variations in value credited or charged to the Master Fund's account on a daily basis. The clearing broker, as futures commission merchant ("**FCM**") for exchange-traded contracts, is required, pursuant to CFTC regulations, to segregate from its own assets, all funds held by such clients with respect to exchange-traded futures and futures-styled options contracts, including an amount equal to the net unrealized gain on all open futures and futures-styled options contracts. Commodity customer balances must also be maintained separate from securities customer balances (even for the same customer). Bankruptcy law applicable to all U.S. futures brokers requires that, in the event of the bankruptcy of such a broker, all property held by the broker, including certain property specifically traceable to the Master Fund, will be returned, transferred, or distributed to the broker's customers only to the extent of each customer's *pro rata* share of the assets held by such futures broker. If segregated assets are insufficient to meet claims and the broker is insolvent, customers share equally in shortfall and become general creditors for residual claims. If no property is available for distribution, the Master Fund and therefore the Fund would not recover any of its assets.

With respect to OTC foreign exchange contracts and uncleared swaps, a party engaging in uncleared swaps with a swap dealer or major swap participant can ask that the portion of collateral at risk upon the swap dealer or major swap participant's insolvency be held with an independent third party custodian. The Master Fund would likely bear the costs of such custodial arrangements, were the Manager to elect to utilize those arrangements. There are no limitations on the amount of allocated assets the Fund can trade on foreign exchanges or in forward contracts.

Concentration risk. The Fund may invest a portion of its assets (via the Master Fund) in only a very few trading strategies or a relatively small number of securities. This lack of diversification may subject the Fund to more rapid changes in value than would otherwise be the case if the assets were more widely diversified.

Leverage. The Fund (via the Master Fund) may use its capital to leverage without limitation in the implementation of its investment strategy. The amount of borrowings which the Master Fund may have outstanding at any time may be substantial in relation to its capital. When the Master Fund borrows money for leverage and its investments increase or decrease in value, the Fund's Net Asset Value will increase or decrease more than if it had not borrowed money.

Borrowing. The Manager finances certain aspects of the Master Fund's operations with secured and unsecured borrowing. There is no assurance that the Manager will be able to obtain borrowing or do so on terms that it deems acceptable for the Fund. Furthermore, there is no assurance that counterparties will continue to extend borrowing to the Fund. The ability of the Fund to obtain and maintain borrowing may vary over time. The inability to obtain borrowing or loss of existing lines of credit may adversely impact the performance of the Fund, and thus Shareholders. Like other forms of leverage, the use of borrowing can enhance the risk of capital loss in the event of adverse changes in the level of market prices of the assets being financed with the borrowings. In addition, interest on borrowings is a portfolio expense of the Fund.

Consequently, the level of interest rates generally and the rates at which the Fund can borrow in particular will affect the operating results of the Fund.

The supply of secured and unsecured borrowing fluctuates from time to time. the Fund may be subject to losses if a lender demands return of money borrowed and an alternative borrowing source cannot be obtained or the Manager is otherwise unable to borrow which is necessary to hedge its positions. Such an event could adversely affect the value and results of the Fund.

Redemption Risk. In certain circumstances (including where assets in which the Fund invests cannot be readily bought and sold, or market events reduce the liquidity of a security or asset class), there is a risk that the anticipated timeframe for meeting redemption requests may not be able to be met. This is because it may take longer to sell these types of investments at an acceptable price. In this case, redemption from the Fund may take significantly longer than the anticipated timeframe or may be suspended or limited.

Uncertain Legal and Regulatory Environment. The laws and regulations affecting western investment and business continue to evolve in an unpredictable manner in certain foreign markets. Laws and regulations applicable to the Fund's activities, particularly those involving taxation, currency regulation, foreign investment and trade and transfer of title to securities and other property, are relatively new and can change quickly and unpredictably. Although basic commercial laws are in place, in many foreign market economies they are often unclear and untested and subject to varying interpretation, and may at any time be amended, modified, repealed or replaced in a manner adverse to the interests of the Fund overall and Shareholders individually.

Regulatory Risks of Investment Funds. The regulatory environment for investment funds is evolving and changes therein may adversely affect the ability of the Fund to obtain the leverage it might otherwise obtain or to pursue its investment strategies. In addition, the regulatory or tax environment for derivative and related instruments is evolving and may be subject to modification by government or judicial action which may adversely affect the value of the investments held by the Fund. The effect of any future regulatory or tax change on the Fund is impossible to predict.

Market Disruptions. The Fund may incur major losses in the event of disrupted markets and other extraordinary events which may affect markets in a way that is not consistent with historical pricing relationships. The risk of loss from a disconnect with historical prices is compounded by the fact that in disrupted markets many positions become illiquid, making it difficult or impossible to close out positions against which the markets are moving. The financing available to the Fund from banks, dealers and other counterparties will typically be reduced in disrupted markets. Such a reduction may result in substantial losses to the Fund. A sudden restriction of credit by the dealer community has resulted in forced liquidations and major losses for a number of investment funds and other vehicles. Because market disruptions and losses in one sector can cause ripple effects in other sectors, many investment funds and other vehicles have suffered heavy losses even though they were not necessarily heavily invested in credit-related investments. In addition, market disruptions caused by unexpected political, environmental, military and terrorist events may from time to time cause dramatic losses for the Fund and such events can result in otherwise historically low-risk strategies performing with unprecedented volatility and risk. A financial exchange may from time to time suspend or limit trading. Such a suspension could render it difficult or impossible for the Fund to liquidate affected positions and thereby expose them to losses. There is also no assurance that off-exchange markets will remain liquid enough for the Fund to close out positions.

Non-U.S. Investments. Investments in non-U.S. assets involve certain factors not typically associated with investing in U.S. assets, such as risks relating to (i) currency exchange matters, including fluctuations in the rate of exchange between the U.S. dollar (the currency in which the books of the Fund are maintained) and the various non-U.S. currencies in which the Fund's portfolio investments are denominated and costs associated with conversion of investment principal and income from one currency into another; (ii) differences between the U.S. and non-U.S. markets, including the absence of uniform accounting, auditing and financial reporting standards and practices and disclosure requirements, and less government supervision and regulation; (iii) political, social or economic instability; and (iv) the extension of credit, especially in the case of sovereign debt. Investing in the securities of companies in certain developing countries may involve considerations not usually associated with investing in securities of companies of more developed countries, including, among other things, (i) political and economic considerations, such as greater risks of expropriation, nationalization and general social, political, environmental and economic instability; (ii) the small size of the securities markets in some countries and the low volume of trading, resulting in potential lack of liquidity and in price volatility; (iii) fluctuations in the rate of exchange between currencies and costs associated with currency conversion; and (iv) certain government policies that may restrict the Fund's investment opportunities.

In addition, accounting and financial reporting standards that prevail in foreign countries generally are not equivalent to U.S. standards and, consequently, less information may be available to investors in companies located in non-U.S. countries than is available to investors in companies located in the United States. There may also be less regulation, generally, of the financial markets in non-U.S. countries than there is in the United States.

Event-Driven Investing. Event-driven investing requires the Manager to make predictions about (i) the likelihood that an event will occur and (ii) the impact such event will have on the value of a company's securities. If the event fails to occur or it does not have the effect foreseen, losses can result. For example, the adoption of new business strategies or completion of asset dispositions or debt reduction programs by a company may not be valued as highly by the market as the Manager had anticipated, resulting in losses. In addition, a company may announce a plan of restructuring which promises to enhance value and fail to implement it, resulting in losses to investors. In liquidations and other forms of corporate reorganization, the risk exists that the reorganization either will be unsuccessful, will be delayed or will result in a distribution of cash or a new security, the value of which will be less than the purchase price to the Fund of the security in respect of which such distribution was made. The consummation of mergers and tender and exchange offers can be prevented or delayed by a variety of factors, including: (i) opposition of the management or stockholders of the target company, which will often result in litigation to enjoin the proposed transaction; (ii) intervention of a U.S. federal or state regulatory agency; (iii) efforts by the target company to pursue a "defensive" strategy, including a merger with, or a friendly tender offer by, a company other than the offeror; (iv) in the case of a merger, failure to obtain the necessary stockholder approvals; (v) market conditions resulting in material changes in securities prices; (vi) compliance with any applicable U.S. federal or state securities laws; and (vii) inability to obtain adequate financing. Because of the inherently speculative nature of event-driven investing, the results of the Fund's operations may be expected to fluctuate from period to period.

Equity Securities. The Fund's investment portfolios may include positions in common stocks, preferred stocks and convertible securities principally of U.S. issuers and non-U.S. issuers. The Fund also may invest in depositary receipts relating to non-U.S. securities. Equity securities fluctuate in value in response to many factors, including the activities and financial condition of individual companies, the business market in which individual companies compete and industry market conditions and general economic environments.

Small and Medium Capitalization Companies. The Fund may invest a portion of its assets in the securities of companies with small to medium-sized market capitalizations. While such companies often provide significant potential for appreciation, those stocks, particularly small-capitalization stocks, involve higher risks in some respects than do investments in securities of larger companies. For example, prices of small- capitalization and even medium-capitalization securities are often more volatile than prices of large- capitalization securities and the risk of bankruptcy or insolvency of many smaller companies (with the attendant losses to investors) is higher than for larger, "blue-chip" companies. In addition, due to thin trading in the securities of some small-capitalization companies, an investment in those companies may be illiquid.

New Issues. As described in the section above headed "(B) The Offering – New Issue Allocations", the Fund may directly or indirectly invest in New Issues (as defined under the New Issue Rule of FINRA).

To avoid any violation of the New Issue Rule, investors subscribing for Participating Shares must provide information demonstrating whether or not they are Restricted Persons under the New Issue Rule. The Directors reserve the right to amend any Fund policies or procedures relating to the allocation of New Issues, so long as such amended procedures are consistent with the New Issue Rule.

Without limiting the foregoing, Restricted Persons holding Restricted Participating Shares will be restricted from participating in any profits or losses of New Issues purchased by the Fund (through the Master Fund). As a result, Restricted Persons may earn a different rate of return on their investment than non-Restricted Persons holding Non-Restricted Participating Shares, which rate of return may be higher or lower than the return earned by non-Restricted Persons.

If a holder of Non-Restricted Participating Shares subsequently becomes restricted from the purchase of New Issues, the Non-Restricted Participating Shares held by such Shareholder will be converted by way of redemption and re-issue into a number of Restricted Participating Shares of equal Net Asset Value per Participating Share.

Call Options. There are risks associated with the sale and purchase of call options by the Fund. Options may be traded on equities or other securities. The seller (writer) of a call option which is covered (e.g., the writer

holds the underlying security) assumes the risk of a decline in the market price of the underlying security below the purchase price of the underlying security offset by the gain in the premium received if the option expires out of the money, and gives up the opportunity for gain on the underlying security above the exercise price of the option. If the seller of the call option owns a call option covering an equivalent number of shares with an exercise price equal to or less than the exercise price of the call written, the position is "fully hedged" if the option owned expires at the same time or later than the option written. The seller of an uncovered, unhedged call option assumes the risk of a theoretically unlimited increase in the market price of the underlying security above the exercise price of the option. The buyer of a call option assumes the risk of losing its entire investment in the call option. If the buyer of the call sells short the underlying security, the loss on the call will be offset in whole or in part by any gain on the short sale of the underlying security (if the market price of the underlying security declines).

Put Options. There are risks associated with the sale and purchase of put options by the Fund. Options may be traded on equities or other securities. The seller (writer) of a put option which is covered (e.g., the writer has a short position in the underlying security) assumes the risk of an increase in the market price of the underlying security above the sale price of the short position of the underlying security offset by the premium if the option expires out of the money, and thus the gain in the premium, and the option seller gives up the opportunity for gain on the underlying security below the exercise price of the option. If the seller of the put option owns a put option covering an equivalent number of shares with an exercise price equal to or greater than the exercise price of the put written, the position is "fully hedged" if the option owned expires at the same time or later than the option written. The seller of an uncovered, unhedged put option assumes the risk of a decline in the market price of the underlying security to zero. The buyer of a put option assumes the risk of losing his, her or its entire investment in the put option. If the buyer of the put holds the underlying security, the loss on the put will be offset in whole or in part by any gain on the underlying security.

Straddles. A straddle is an options strategy wherein an investor holds both a put and a call on the same underlying position at the same strike price and maturity date. To the extent the Fund engages in short straddling, which involves selling both a put and a call on the same underlying position at the same strike price and maturity date, the potential for loss is unlimited.

Spread Positions. The Fund's operations may involve spread positions between two or more positions. To the extent the price relationships between such positions remain constant, no gain or loss on the positions will occur. Such positions, however, do entail a substantial risk that the price differential could change unfavourably, causing a loss to the spread position and the Fund.

The Fund's trading operations may also involve arbitraging between two investments. This means, for example, that the Fund may purchase (or sell) investments (i.e., on a current basis) and take offsetting positions in options in the same or related investments. To the extent that the price relationships between such positions remain constant, no gain or loss on the positions will occur. These offsetting positions entail substantial risk that the price differential could change unfavourably, causing a loss to the position and the Fund.

A "spread" position may not be less risky than a simple "long" or "short" position.

Stock Index Options. The Fund also may purchase and sell call and put options on stock indices listed on securities exchanges or traded in the over-the-counter market for the purpose of realizing its investment objectives or for the purpose of hedging its portfolios. A stock index fluctuates with changes in the market values of the stocks included in the index. The effectiveness of purchasing or writing stock index options for hedging purposes will depend upon the extent to which price movements in the portfolio correlate with price movements of the stock indices selected. Because the value of an index option depends upon movements in the level of the index rather than the price of a particular stock, whether the Fund will realize gains or losses from the purchase or writing of options on indices depends upon movements in the level of stock prices in the stock market generally or, in the case of certain indices, in an industry or market segment, rather than movements in the price of particular stocks. Accordingly, successful use by the Manager of options on stock indices will be subject to an ability to correctly predict movements in the direction of the stock market generally or of particular industries or market segments. This requires different skills and techniques than predicting changes in the price of individual stocks.

Short Selling. The Fund may engage in "short sale" transactions. A short sale involves the sale of a security that the Fund does not own in the hope of purchasing the same security (or a security exchangeable therefor) at a later date at a lower price. To make delivery to the buyer, the Fund must borrow the security, and the

Fund is obligated to return the security to the lender, which is accomplished by a later purchase of the security by the Fund. Short selling can result in profits when the prices of the securities sold short decline. In a generally rising market, the Fund's short positions may be more likely to result in losses because the environment would be more conducive for the securities sold short to increase in value. A short sale involves the theoretically unlimited risk of an increase in the market price of the securities sold short. Purchasing securities to close out a short position can itself cause the price of the securities to rise further, thereby exacerbating the loss.

Convertible Securities Risk. The Fund may invest in convertible securities. The market value of a convertible security performs like that of a regular debt security; that is, if market interest rates rise, the value of a convertible security usually falls. In addition, convertible securities are subject to the risk that the issuer will not be able to pay interest or dividends when due, and their market value may change based on changes in the issuer's credit rating or the market's perception of the issuer's creditworthiness. Since it derives a portion of its value from the common stock into which it may be converted, a convertible security is also subject to the same types of market and issuer risks that apply to the underlying common stock.

Debt Securities Risk. The Fund may invest in debt securities. Debt securities, such as bonds, involve interest rate risk, credit risk, extension risk, and prepayment risk, among other things.

- Interest Rate Risk. The market value of bonds and other fixed-income securities changes in response to interest rate changes and other factors. Interest rate risk is the risk that prices of bonds and other fixed-income securities will increase as interest rates fall and decrease as interest rates rise. The Fund may be subject to a greater risk of rising interest rates due to the current period of historically low rates. The magnitude of these fluctuations in the market price of bonds and other fixed-income securities is generally greater for those securities with longer maturities. Fluctuations in the market price of the Fund's investments will not affect interest income derived from instruments already owned by the Fund, but will be reflected in the net asset value of the Fund. Such investments may lose money if short-term or long-term interest rates rise sharply in a manner not anticipated by the Manager. To the extent the Fund invests in debt securities that may be prepaid at the option of the obligor, the sensitivity of such securities to changes in interest rates may increase (to the detriment of the Fund) when interest rates rise. Moreover, because rates on certain floating rate debt securities typically reset only periodically, changes in prevailing interest rates (and particularly sudden and significant changes) can be expected to cause some fluctuations in the net asset value of the Fund, to the extent that it invests in floating rate debt securities. These basic principles of bond prices also apply to U.S. Government securities. A security backed by the "full faith and credit" of the U.S. Government is guaranteed only as to its stated interest rate and face value at maturity, not its current market price. Just like other fixed-income securities, government-guaranteed securities will fluctuate in value when interest rates change. A general rise in interest rates has the potential to cause investors to move out of fixed-income securities on a large scale, which may increase redemptions from funds that hold large amounts of fixed-income securities. Heavy redemptions could cause the Fund to sell assets at inopportune times or at a loss or depressed value and could hurt its performance.

- Credit Risk. Credit risk refers to the possibility that the issuer of a debt security (i.e., the borrower) will not be able to make principal and interest payments when due. Changes in an issuer's credit rating or the market's perception of an issuer's creditworthiness may also affect the value of the Fund's investment in that issuer. The degree of credit risk depends on the issuer's financial condition and on the terms of the securities.

- Extension Risk. When interest rates rise, certain obligations will be paid off by the obligor more slowly than anticipated, causing the value of these obligations to fall.

- Prepayment Risk. When interest rates fall, certain obligations will be paid off by the obligor more quickly than originally anticipated, and the Fund may have to invest the proceeds in securities with lower yields.

Currency/Foreign Exchange Risk. The Fund may invest a portion of its assets in non-U.S. currencies, or in instruments denominated in non-U.S. currencies, the prices of which are determined with reference to currencies other than the U.S. dollar. The Fund, however, values its securities and other assets in U.S. dollars. There can be no guarantee that financial instruments suitable for hedging currency or market shifts will be available at the time when the Fund wishes to use them, or that hedging techniques employed by the Fund will be effective. Furthermore, certain currency market risks may not be fully hedged or hedged at all. The Fund may or may not seek to hedge all or any portion of its foreign currency exposure. To the extent the

Fund's investments are not hedged, the value of the Fund's non-U.S. assets will fluctuate with U.S. dollar exchange rates as well as the price changes of the Fund's investments in the various local markets and currencies. Thus, an increase in the value of the U.S. dollar compared to the other currencies in which the Fund makes its investments will reduce the effect of increases and magnify the effect of decreases in the value of the Fund's positions in local markets. The Fund may also utilize options and forward contracts to hedge against currency fluctuations, but there can be no assurance that such hedging transactions will be effective, and such techniques entail additional risk. The Fund bears the costs and risks of any currency hedging.

U.S. Regulation. Exchanges in the U.S. and the intermediaries trading thereon are generally subject to regulation under the CEA by the CFTC. Since 1974, the CFTC has been the governmental agency responsible for the regulation of U.S. commodity futures trading. The CEA was significantly amended by Title VII of the Dodd-Frank Act, which, among other things, grants the CFTC and SEC broad authorities with respect to the over-the-counter swaps and security-based swaps markets, respectively. Security-based swaps will be subject to similar requirements applicable to swaps discussed below, but as of the date of this Memorandum, the SEC has not finalised most of the rules necessary to implement the provisions of the Dodd-Frank Act relating to security-based swaps.

The Dodd-Frank Act was signed into law on July 21, 2010. Title VII is designed primarily to (1) regulate certain participants in the swaps markets, including entities falling within the newly established categories of swap dealer and major swap participant ("**MSP**"), (2) require clearing of certain swaps that the CFTC determines, by rulemaking, must be cleared, and exchange trading of certain of those swaps, (3) increase swap market transparency through robust reporting and recordkeeping requirements, (4) reduce financial risks in the swaps market by imposing margin or collateral requirements on both cleared and, in certain cases, uncleared swaps, and (5) enhance the CFTC's rulemaking and enforcement authority, including the authority to establish position limits on certain swaps and futures products. The Manager does not expect that the Fund will be deemed to be a swap dealer or MSP.

The Dodd-Frank Act introduces an extremely broad definition of the term "swap" into the CEA. The definition of swap includes: (i) options, such as puts, calls, caps and floors on most reference assets; (ii) swaps, such as those on interest rates, broad-based securities indices and most other reference assets; (iii) credit default swaps; (iv) any other instrument "that is or becomes commonly known as a swap"; (v) foreign exchange swaps and foreign exchange forward contracts (as such terms are defined in the Dodd-Frank Act), except to the extent exempted by certain regulators; and (vi) an instrument that combines any of the above.

The Dodd-Frank Act contemplates that a substantial portion of swaps must be executed in regulated markets and submitted for clearing to regulated clearinghouses. Swaps submitted for clearing will be subject to minimum initial and variation margin requirements set by the relevant clearinghouse. The regulators also have broad discretion to impose margin requirements on non-cleared OTC swaps. Swap dealers will be required to post the collateral received from financial customers as margin on cleared swaps to the clearinghouses through which they clear their customers' trades instead of using such collateral in their operations, as they currently are allowed to do.

Swap dealers and MSPs are required to register with the CFTC and will be subject to minimum capital and margin requirements. These requirements may apply irrespective of whether the swaps in question are exchange-traded or cleared. Swap dealers and MSPs are also subject to new business conduct standards, disclosure requirements, reporting and recordkeeping requirements, limitations on conflicts of interest, and other regulatory requirements.

The function of the CFTC is to implement the objectives of the CEA of preventing price manipulation and other disruptions to market integrity, avoiding systemic risk, preventing fraud, and promoting innovation, competition and financial integrity of transactions. Such regulation, among other things, provides that futures trading in commodities generally must be upon exchanges designated as "contract markets" and that all trading on such exchanges must be cleared by or through exchange members. For swaps, the Dodd-Frank Act provides that once the CFTC issues a clearing mandate with respect to a particular type of swap, all swaps of that type must be cleared unless subject to the end-user exception from clearing. The end-user exception from clearing is available to certain non-financial entities, and Fund may not be eligible to elect the end-user exception. As of now, only certain interest rate swaps and certain credit default swaps are subject to mandatory clearing. Swaps, whether cleared or uncleared, are only permissible if both parties to the swap are "eligible contract participants." To the extent the Fund engages in swaps trading, it will meet the requirements for being considered an eligible contract participant.

The CFTC also has jurisdiction to regulate the activities of "commodity pool operators" and "commodity trading advisors." Registration as a commodity pool operator or as a commodity trading advisor requires annual filings setting forth the organization and identity of the management and controlling persons of the commodity pool operator or commodity trading advisor. In addition, the CFTC has authority under the CEA to require and review books and records of, and review documents prepared by, a commodity pool operator or a commodity trading advisor. The CFTC imposes certain disclosure and record-keeping requirements on commodity pool operators and commodity trading advisors. The CFTC also imposes certain reporting requirements on commodity pool operators. The CFTC is authorized to suspend a person's registration as a commodity pool operator or commodity trading advisor if the CFTC finds that such person has committed certain violations of the CEA or CFTC regulations, that such person's trading practices tend to disrupt orderly market conditions, that any controlling person thereof is subject to an order of the CFTC denying such person trading privileges on any exchange, and in certain other circumstances.

Commodity brokers are also subject to regulation by and registration with the CFTC as "futures commission merchants." With respect to domestic futures and options trading, the CEA requires all FCMs to meet and maintain specified fitness and financial requirements, account separately for all customers' funds, property and positions and maintain specified books and records on customer transactions open to inspection by the staff of the CFTC. The CEA authorizes the CFTC to regulate FCMs and their employees, permits the CFTC to require exchange action in the event of market emergencies and establishes an administrative procedure under which commodity traders may institute complaints for damages arising from alleged violations of the CEA by persons registered with the CFTC. Under such procedures, the Fund may be afforded certain rights for reparations under the CEA.

Many exchanges (but currently not the foreign currency futures markets) limit the amount of fluctuation in commodity futures contract prices during a single trading day (other than in the spot month). These exchange rules specify what are referred to as "daily price fluctuation limits" or, more commonly, "daily limits." The daily limits establish the maximum amount the price of a futures contract may vary from the previous day's settlement price. Once the daily limit has been reached in a particular commodity, no trades may be made at a price beyond the limit. Positions in the commodity could then be taken or liquidated only if traders are willing to effect trades at or within the limit during the period for trading on such day. The "daily limit" rule does not limit losses that might be suffered by a trader if it is prevented from liquidating unfavourable positions. Also, commodity futures prices have moved the daily limit for several consecutive trading days in the past, thus preventing prompt liquidation of futures positions and subjecting the commodity futures trader to substantial losses.

The CFTC and U.S. exchanges have established limits, referred to as "speculative position limits," on the maximum net long or net short position that any person, or group of persons acting together, may hold or control in particular commodities. The position limits established by the CFTC currently apply only to futures (and options on futures) on certain agricultural commodities, although the CFTC has proposed to expand its position limits to futures (and options on futures) on certain metals and energy commodities, as well as economically equivalent swaps. If these rules take effect, they could have an adverse effect on the Manager's trading for the Fund. U.S. exchanges have established speculative position limits (or accountability levels) for all futures contracts they list. The CFTC has adopted rules with respect to the treatment and aggregation of positions held by commodity pools for purposes of determining compliance with speculative position limits. Such position limits may affect the ability of the Fund to establish particular positions in certain commodities and/or may require the liquidation of positions.

In addition, pursuant to authority in the CEA, the NFA was registered with the CFTC as a self- regulatory organization in order to relieve the CFTC of some of the burden of direct regulation of commodity professionals. The NFA is required to establish and enforce for its members training standards and proficiency tests, minimum financial requirements and standards of fair practice. Pursuant to permission granted in the CEA, the CFTC has delegated some of its registration functions to the NFA.

The above-described regulatory structure may be modified by additional rules and regulations promulgated by the CFTC or by legislative changes enacted by Congress.

Forward Contracts. Currencies may be purchased or sold for future delivery through banks or dealers pursuant to what are commonly referred to as "forward contracts." In such instances, the bank or dealer generally acts as principal in the transaction and includes its anticipated profit and costs of the transaction in the prices it quotes. Mark-ups and/or commissions may also be charged on such transactions. The Fund may trade foreign currency forward contracts to a significant extent.

Forward transactions on non-financial commodities which the parties intend to physically settle are not considered to be swaps and are substantially unregulated by the CFTC. The Dodd-Frank Act includes foreign exchange forwards and foreign exchange swaps (as such terms are defined in the Dodd-Frank Act) in the definition of "swap" but grants the U.S. Treasury Department the discretion to exempt those transactions from all aspects of Title VII of the Dodd-Frank Act other than reporting, recordkeeping and business conduct rules for swap dealers and MSPs. In November 2012, the U.S. Treasury Department determined to exempt those transactions, and they are subject only to the noted categories of the Title VII requirements. Spot foreign exchange transactions are not considered to be swaps, but other types of currency-based transactions are subject to CFTC regulation as swaps, including cross-currency swaps and non-deliverable forwards. The CEA includes separate requirements for market participants engaging in foreign exchange transactions with counterparties that are not eligible contract participants.

Unlike exchange-traded futures contracts, forward contracts are not always of any standard size. Rather, they are frequently the subject of individual negotiation between the parties involved. Moreover, because generally there is no clearinghouse system applicable to forward contracts, forward contracts are not fungible and there is no direct means of "offsetting" a forward contract by purchase of an offsetting position on the same (or a linked) exchange as one can a futures contract. The forward markets provide what has typically been a highly liquid market for currency trading, and in certain cases the prices quoted for forward contracts may be more favourable than those quoted for comparable futures positions. Unlike futures contracts traded on U.S. exchanges, no daily cash settlements of unrealized profit or loss are made in the case of open forward contract positions. Commodity futures and forward transactions are highly leveraged and prices are highly volatile and are influenced by, among other things, changing supply and demand relationships, government agricultural, commercial and trade programs and policies, national and international political and economic events, weather and climate conditions, insects and plant disease, purchases and sales by foreign countries and changing interest rates.

Trading Swaps Creates Distinctive Risks. The Fund may trade in certain swaps. Unlike futures and options on futures contracts, many swap contracts currently are not traded on or cleared by an exchange or clearinghouse. The CFTC currently requires only a limited class of swap contracts (certain interest rate and credit default swaps) to be cleared and executed on an exchange or other organized trading platform. The CFTC may in the future impose a clearing requirement on other classes of swap contracts, however, at which point such other classes of swaps will be required to be cleared and may have to be executed on an exchange or other organized trading platform. Non-cleared swaps generally expose the counterparties to greater counterparty default risk than cleared swaps, so the Fund will be subject to a greater risk of counterparty default on its swaps if it enters into swaps on an uncleared basis. Because swaps do not generally involve the delivery of underlying assets or principal, the amount payable upon default and early termination is usually calculated by reference to the current market value of the contract. Some swap counterparties may require the Fund to deposit collateral to support its obligations under the swap agreement but may not themselves provide collateral for the benefit of the Fund. If the counterparty to such a swap defaults, the Fund would be a general unsecured creditor for any termination amounts owed by the counterparty to the Fund as well as for any collateral deposits in excess of the amounts owed by the Fund to the counterparty, which could result in losses to the Fund.

There are no limitations on daily price movements in swaps. Speculative position limits are not currently applicable to swaps, but in the future may be applicable for swaps on certain commodities. In addition, participants in the swaps market are not required to make continuous markets in the swaps they trade, and determining a market value for calculation of termination amounts can lead to uncertain results.

Trading of swaps has been subject to substantial change under the Dodd-Frank Act and related regulatory action. Under the Dodd-Frank Act, many swaps will be required to be cleared through central clearing parties and executed on exchanges or other organized trading platforms. Additional regulatory requirements will apply to swaps, whether subject to mandatory clearing, or not. These include margin, collateral and capital requirements, reporting obligations, speculative position limits for certain swaps, and other regulatory requirements. Swaps which are not offered for clearing by a clearinghouse or are not subject to mandatory clearing by the CFTC will continue to be traded bi-laterally. Such bi-lateral transactions will remain subject to many of the risks discussed in the preceding paragraphs.

Margins. Commodity futures contracts are customarily bought and sold on margin deposits that range upward from as little as less than 1% of the purchase price of the contract being traded (margin on security futures are higher in order to be consistent with margin on comparable exchange-traded stock option contracts). Because of these generally low margins, price fluctuations occurring in commodity futures markets may create profits

and losses that are greater than are customary in other forms of investment or speculation. Margin is the minimum amount of funds that must be deposited by the commodity futures trader with the commodity broker in order to initiate futures trading or to maintain open positions in futures contracts. A margin deposit is not a partial payment, as it is in connection with the trading of securities, but is like a cash performance bond; it helps assure the trader's performance of the commodity futures contract. Because the margin deposit is not a partial payment of the purchase price, the trader does not pay interest to his or her broker on a remaining balance. The minimum amount of margin required with respect to a particular futures contract is set from time to time by the exchange upon which such commodity futures contract is traded and may be modified from time to time by the exchange during the term of the contract. Brokerage firms carrying accounts for traders in commodity futures contracts may increase the amount of margin required as a matter of policy in order to afford further protection for themselves. The Fund's commodity brokers intend to require the Fund to meet their standard customer margin requirements, which may or may not be greater than exchange minimum levels.

When the market value of a particular open commodity futures position changes to a point where the margin on deposit does not satisfy the maintenance margin requirements, a margin call will be made by the trader's broker. If the margin call is not met within a reasonable time, the broker is required to close out the trader's position. Margin requirements are computed each day by the trader's commodity broker. With respect to the Fund's trading, the Fund and not the Shareholders personally, will be subject to the margin calls.

As discussed above, under the Dodd-Frank Act, swaps submitted for clearing will be subject to minimum initial and variation margin requirements set by the relevant clearinghouse. The CFTC, as well as the banking regulators with certain authority over swaps engaged in by banking entities under their jurisdiction, have finalized requirements regarding margin on non-cleared swaps, with such requirements being phased in over time.

Lack of Independent Representatives. Legal counsel, accountants and other experts have been consulted regarding the formation of the Fund. Such personnel are accountable to the relevant Fund only and not to the Shareholders themselves. Each prospective investor should consult his own legal, tax and investment managers regarding the desirability of an investment in the Fund.

No Separate Counsel; No Independent Verification. Corrs Chambers Westgarth acts as legal counsel to the Fund in connection with this offering of Shares. Corrs Chambers Westgarth also acts as legal counsel to the Manager, the Master Fund and their affiliates. Carey Olsen acts as Cayman Islands legal counsel to the Fund and the Master Fund. In connection with this offering of Shares and subsequent advice to the Fund, neither Corrs Chambers Westgarth nor Carey Olsen represents investors in the Fund and no independent counsel has been retained to represent investors in the Fund individually or collectively. Neither Corrs Chambers Westgarth nor Carey Olsen is responsible for any acts or omissions of the Fund, the Master Fund, the Manager or their affiliates (including their compliance with any guidelines, policies, restrictions or applicable law, or the selection, suitability or advisability of their investment activities) or any administrator, accountant, custodian/prime broker or other service provider. This Memorandum was prepared based on information furnished by the Manager and the Fund; neither Corrs Chambers Westgarth nor Carey Olsen has independently verified such information.

Tax Risks

Tax Laws Are Subject To Change at Any Time. Tax laws, and court and IRS (as defined below) interpretations thereof, are subject to change at any time, possibly with retroactive effect. Prospective investors are urged to discuss scheduled and potential tax law changes with their independent tax advisers.

Non-U.S. Investors May Face Exchange Rate Risk and Local Tax Consequences. Non-U.S. investors should note that Participating Shares are denominated in U.S. dollars and that changes in rates of exchange between currencies may cause the value of their investment to decrease or to increase. Non-U.S. investors should consult their own tax advisors concerning the applicable U.S. and foreign tax implications of this investment.

Compulsory Redemption. The Directors have the right to redeem compulsorily any holding of Participating Shares for any or no reason. Such compulsory redemption may create adverse tax and/or economic consequences to the Shareholder depending on the timing thereof.

Tax Transparency Reporting Requirements. In recent years the Cayman Islands, in common with many other countries, has entered into a network of bilateral tax information exchange agreements with other jurisdictions

as part of a trend towards greater cross-border tax transparency promoted by the Organisation for Economic Co-operation and Development ("**OECD**"). In 2013 the Cayman Islands entered into inter-governmental agreements ("**IGAs**") with the United States and the United Kingdom pursuant to which it agreed to the automatic exchange of tax information in respect of persons taxable in the United States and the United Kingdom, respectively. In addition, in 2014 the Cayman Islands became a party to the OECD's Multilateral Convention on Mutual Administrative Assistance in Tax Matters and Multilateral Competent Authority Agreement on Automatic Exchange of Financial Account Information pursuant to which it has agreed to implement OECD's Common Reporting Standard for the automatic exchange of information between tax authorities in other participating jurisdictions. Tax reporting compliance is therefore likely to become increasingly costly for the Fund as the requirements increase and it may be necessary for the Fund to compulsorily redeem the Participating Shares of Shareholders who fail to provide information the Fund is required to report.

U.S. Source Payments to the Fund May Be Subject to Withholding Under FATCA. The Foreign Account Tax Compliance Act ("FATCA") provides that a 30% withholding tax will be imposed on certain payments of U.S. source income and certain payments of proceeds from the sale of property that could give rise to U.S. source interest or dividends unless the Fund enters into an agreement with the Internal Revenue Service ("IRS") to disclose the name, address and taxpayer identification number of certain U.S. persons that own, directly or indirectly, an interest in the Fund, as well as certain other information relating to any such interest. The IRS has released regulations and other guidance that provide for the phased implementation of the foregoing withholding and reporting requirements. On November 29, 2013, the United States Department of the Treasury signed a Model 1 non-reciprocal intergovernmental agreement (the "US IGA") with the Cayman Islands. The US IGA modifies the foregoing requirements but generally requires similar information to be disclosed to the Cayman Islands government and ultimately to the IRS. See *Taxation -- Cayman Islands*. Although the Fund will attempt to satisfy any obligations imposed on it to avoid the imposition of this withholding tax, no assurance can be given that the Fund will be able to satisfy these obligations. If the Fund becomes subject to a withholding tax as a result of FATCA, the return of all Shareholders may be materially affected. Moreover, the Fund may create a separate series for, or reduce the amount payable on any distribution or redemption to, a Shareholder that fails to provide the Fund with the requested information. The Master Fund will be subject to similar requirements under FATCA. Prospective investors are encouraged to consult with their own tax advisors regarding the possible implications of FATCA on their investments in the Fund.

*Consequences for Investors as a Result of AEOI***.** The Fund may take such action as it deems necessary in relation to an investor's holding or redemption proceeds, as a result of relevant legislation and regulations, including but not limited to, AEOI. Such actions may include, but are not limited to the following:

(a) The disclosure by the Fund, the Administrator or such other service provider or delegate of the Fund, of certain information relating to an investor to the Tax Information Authority (the "**TIA**") or equivalent authority and any other foreign government body as required by AEOI. Such information may include, without limitation, confidential information such as financial information concerning an investor's investment in the Fund, and any information relating to any shareholders, principals, partners, beneficial owners (direct or indirect) or controlling persons (direct or indirect) of such investor.

(b) The Fund may compulsorily redeem any Participating Shares held by an investor in accordance with the Articles and the terms of this Memorandum and may deduct relevant amounts from a recalcitrant investor so that any withholding tax payable by the Fund or any related costs, debts, expenses, obligations or liabilities (whether internal or external to the Fund) are recovered from such investor(s) whose action or inaction (directly or indirectly) gave rise or contributed to such taxes, costs or liabilities. Failure by an investor to assist the Fund in meeting its obligations pursuant to AEOI may therefore result in pecuniary loss to such investor.

Additional Considerations. Prospective investors should read the section entitled "Taxation" for a discussion of some of the tax risks of investing in the Participating Shares. Prospective investors should also consult with their independent tax advisors about how an investment in the Fund could potentially affect their particular tax situation.

THE FOREGOING RISKS DO NOT PURPORT TO BE A COMPLETE EXPLANATION OF ALL THE RISKS ASSOCIATED WITH AN INVESTMENT IN THE FUND AND THE FUND'S INVESTMENT

PROGRAM. PROSPECTIVE INVESTORS ARE URGED TO READ THIS ENTIRE DOCUMENT BEFORE MAKING A DETERMINATION AS TO WHETHER TO SUBSCRIBE FOR AN INTEREST IN THE FUND.

In view of the foregoing considerations, an investment in the Fund is suitable only for investors who are capable of bearing the relevant risks.

MANAGEMENT AND ADMINISTRATION

Directors

The Fund currently has three Directors: Joel Arber, Jonathan A. Bain and George Bashforth. The Directors are also directors of the Master Fund. Joel Arber is affiliated with the Manager. The Directors have complete authority over the operations and management of the Fund and the Master Fund but have delegated the day-to-day management and certain operations to the Manager and to the Administrator. Any decision in this Memorandum stated to be made by the Directors may be delegated to the Manager and/or Administrator where permitted.

Notwithstanding the foregoing, the Directors will review the operations of the Fund at meetings held at least twice annually. For this purpose, the Directors will receive periodic reports from the Manager detailing the performance of the Fund and providing an analysis of its investment portfolio. The Manager will provide such other information as may from time to time be reasonably required by the Directors for the purpose of such meetings.

Short biographies of the initial three Directors of the Fund are as follows:

Joel Arber
Joel Arber is a Director of the Fund.

Joel is also Chief Operating Officer of L1 Capital which he joined in 2010 as an Associate and was promoted to Head of Dealing before assuming his current position.

Prior to joining L1 Capital, Joel worked as a management consultant at SPP, providing high level strategy to large ASX listed companies, Government departments and the education sector. Before that, Joel spent 7 years in IT consulting.

Joel holds an undergraduate degree in Information Systems from the University of Melbourne and a Masters of Applied Finance from Kaplan.

Jonathan A. Bain

Jonathan Bain is a Director of the Fund.

Mr. Bain is also a director of Crestbridge and a member of the executive management team of the Cayman Islands office. In his role he serves as an independent director on a variety of hedge funds, private equity funds, and special purpose entities. Mr. Bain is also responsible for the strategic direction of the Cayman Islands office of Crestbridge, and provides oversight to a team of professionals engaged in the provision of fiduciary and corporate services.

Previously, Mr. Bain was employed as a Director by DMS Offshore Investment Services Ltd. (“DMS”), a Cayman Islands based fund governance firm, where he acted as an independent director to hedge funds and a wide variety of alternative investment structures. Mr. Bain also provided oversight to a team of professionals engaged in the administration of fund governance services during his time at DMS.

Prior to joining DMS, Mr. Bain was employed as an Assistant Vice President by Maples Fiduciary Services (Cayman) Limited ("MaplesFS") where he provided fiduciary services to a wide range of investment fund products, including multi-manager funds, hedge funds, and unit trust structures. While at MaplesFS, he also acted as a director in a personal capacity to a variety of vehicles including investment funds, structured finance vehicles, and holding companies. Prior to his time at MaplesFS, Mr. Bain worked for the Cayman Islands Monetary Authority as an Analyst in the Investments and Securities Division, where he was responsible for the ongoing regulation and monitoring of a portfolio of hedge funds, investment managers, and mutual fund administrators.

He holds a Bachelor's degree in Economics as well as a Bachelor's degree in Social Sciences from Florida Southern College. Mr. Bain is a Registered Director with the Cayman Islands Monetary Authority and a member of the Cayman Islands Directors Association. He is an Accredited Director by the Institute of Chartered Secretaries of Canada.

George Bashforth

George Bashforth is a Director of the Fund.

Mr. Bashforth is also a director of Crestbridge and a member of the executive management team of the Cayman Islands office. Mr. Bashforth works on a wide range of investment fund products, including multi-manager funds, hedge funds and private equity funds. Mr. Bashforth is also responsible for the strategic direction of the Cayman Islands office of Crestbridge, and provides oversight to a team of professionals engaged in the provision of fiduciary and corporate services.

Previously, Mr. Bashforth was Head of Directorship Services at Appleby Trust (Cayman) Limited where he oversaw governance and administration services to a wide range of alternative investment vehicles, including CLOs, asset/project finance SPVs, hedge funds, and private equity funds.

Prior to that, Mr. Bashforth worked at Maples Fiduciary Services, where he was a Senior Vice President in their Funds Fiduciary Division, providing fiduciary services to a wide range of hedge and private equity funds. Before that, he worked at Goldman Sachs International in London, where he worked in the Cash Management team, funding the firm's short term liquidity requirements throughout Europe, the Middle East and Asia.

Mr. Bashforth graduated with an MBA in Finance from CASS Business School in 2005 and received his undergraduate degree in Economics from the University of the West of England in 1996. He is a member of the Cayman Islands Directors Association. He also holds the Accredited Director designation from Chartered Secretaries Canada and is a Certified Hedge Fund Professional.

Manager and management team

L1 Capital Pty Ltd is the investment manager of the Fund, and is primarily responsible for the investment and re-investment of the assets of the Fund subject to the overall supervision, control and policies of the Directors. The Manager is also the investment manager for the Master Fund.

The Manager is a fund manager based in Melbourne, Australia and is an ASIC regulated Australian company with an Australian Financial Services License (**AFSL**) 314302. Joel Arber is the Chief Operating Officer of the Manager and his biography is set out above.

The appointment of the Manager will continue until terminated by the Manager giving to the Fund not less than 120 days' written notice or in certain other limited circumstances. The Manager will be entitled to receive a Management Fee and Performance Fee in respect of its services to the Fund.

The Manager, its directors, officers, employees and agents shall not be liable to the Fund (or any Shareholder) for any action taken or not taken by it or for any action taken or not taken by any other person with respect to the Fund (or any Shareholder) or in respect of the investments of the Fund, provided that any person seeking to rely on such provision has acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the Fund and provided such actions did not involve wilful default, fraud or dishonesty.

The Fund has agreed to indemnify the Manager and each director, officer, employee or agent of the Manager, out of the assets of the Fund, against any losses, claims, damages and liabilities (including liabilities in contract and in tort), costs and expenses (including legal and other expenses reasonably incurred in connection with such liabilities) which any of them may incur in performing their obligations under the Management Agreement, provided that such actions did not involve negligence, breach of contract, wilful default or fraud.

Short biographies of the Directors and key senior management of the Manager are as follows:

Raphael Lamm
B.Law (Hons), B. Com (Hons) (Fin Hons – 1st class)

Joint Managing Director & Chief Investment Officer

Raphael is the Joint Managing Director & Chief Investment Officer of L1 Capital. Since co-founding L1 Capital in 2007, Raphael has jointly managed L1 Capital's Australian equities strategies including the flagship L1 Capital Long Short Strategy. Launched in 2014, the Long Short Strategy has been the best

performing long short fund in Australia since inception (FE Fund Info database – June 2022) and has returned more than 25% in 6 out of the 8 calendar years. Prior to founding L1 Capital, Raphael spent 5 years at Cooper Investors where he worked as an Investment Analyst and Portfolio Manager. During this time, Raphael was responsible for financial analysis, security selection and portfolio management of Australian Equities across the large cap universe. He holds a double degree in Law and Commerce from Monash University, with Honours in Law and First Class Honours in Finance.

Mark Landau
B.Com, B.Ec, CFA, SA Fin

Joint Managing Director & Chief Investment Officer

Mark is the Joint Managing Director & Chief Investment Officer of L1 Capital. Since co-founding L1 Capital in 2007, Mark has jointly managed L1 Capital's Australian equities strategies including the flagship L1 Capital Long Short Strategy. Launched in 2014, the Long Short Strategy has been the best performing long short fund in Australia since inception (FE Fund Info database – June 2022) and has returned more than 25% in 6 out of the 8 calendar years. Prior to founding L1 Capital, Mark worked at Invesco Australia as an Investment Analyst in the large cap Australian Equities Fund and an Investment Manager in the Invesco Smaller Companies Fund. Previously, he was a Senior Strategy Consultant at Accenture, providing financial analysis and corporate strategy advice to a range of ASX100 companies. Mark holds a double degree in Commerce and Economics from Monash University, is an active CFA charterholder and is a Fellow of FINSIA.

Administrator
Apex Fund Services Pte. Ltd. is a fund administration and processing specialist based in Singapore and is a wholly owned subsidiary of Apex Group Ltd. Its business is the provision of 'back-office' functions for fund managers and financial institutions. It has sophisticated systems and software, and employs dedicated and experienced operational management and process personnel for transfer agency, investment administration and fund accounting services. The Fund has appointed the Administrator to provide all back-office fund administration processes including investor services, NAV pricing and fund accounting.

Services

In accordance with the Administration Agreement, the Administrator provides the following administrative services (under the ultimate supervision of the Fund) including: (i) processing of the issue, transfer and redemption of Participating Shares, (ii) maintenance of the Register of Shareholders, (iii) determining the Net Asset Value of the Fund and Net Asset Value per Share; (iv) performing Cayman Islands anti-money laundering procedures in respect of Shareholders and prospective Shareholders in the Fund; and (v) performing such other services as may be agreed in connection with the administration of the Fund.

The fees payable to the Administrator are based on its standard schedule of fees charged by the Administrator for similar services. These fees are detailed in the Administration Agreement.

The Administrator is not responsible in any circumstances for the appointment of the Manager or any Prime Broker.

Exculpation and Indemnification

The Administrator is not responsible or liable in any circumstances for: (i) any trading decisions of the Fund (all of which will be made by the Manager); (ii) monitoring the investment objectives and restrictions of the Fund; (iii) monitoring any of the functions carried out by the Directors, the Manager, any Prime Broker or any other service provider appointed by the Fund; or (iv) the Fund's investment performance.

The Administrator is a service provider to the Fund and is not responsible for the preparation of this Memorandum and, other than the information contained in this Memorandum with respect to the Fund, accepts no responsibility for any information contained in this Memorandum.

For the purpose of calculating Net Asset Value, the Administrator may rely (without further inquiry) on information supplied to it by or on behalf of the Fund, the Manager, any Prime Broker or another service provider, including brokers used by the Manager. The Administrator shall not be liable for any loss suffered

by the Fund or any Shareholder by reason of any error in the calculation of the Net Asset Value resulting from any inaccuracy in any such information.

Under the terms of the Administration Agreement, the Administrator shall not be liable for any damages, losses, claims, proceedings, demands, liabilities, costs or expenses whatsoever suffered or incurred by the Fund or Shareholders at any time from any cause whatsoever unless arising directly as a result of the actual fraud, wilful default or Gross Negligence (as defined in the Administration Agreement), on the part of the Administrator or that of any of its directors, officers or employees, as the case may be.

Under the Administration Agreement, the Fund will indemnify the Administrator to the fullest extent permitted by law against any and all judgments, fines, amounts paid in settlement and reasonable expenses, including legal fees and disbursements, incurred by the Administrator, save where such actions, suits or proceedings are the result of fraud, wilful misconduct or Gross Negligence of the Administrator.

Termination

The Administration Agreement can be terminated by either party on not less than ninety (90) days' written notice or in the other circumstances detailed in the Administration Agreement.

Prime Brokers of the Master Fund

The Master Fund will appoint Prime Brokers to provide certain portfolio accounting and other reporting services to the Master Fund that are traditionally performed by a prime broker. The Master Fund reserves the right to change the prime brokerage and custodian arrangements described below by agreement with the prime broker as appropriate, and/or, in its discretion, to appoint additional or alternative prime brokers and custodians without notice to Shareholders.

The Master Fund's Prime Brokers will hold the Master Fund's securities in custody, provides margin financing, clears and settles the Master Fund's transactions with the Master Fund's executing brokers, provides portfolio accounting services, prepares reports concerning the Master Fund's transactions, and provides related back office and administrative services to the Master Fund.

Prime Broker and Custodian

The Master Fund has appointed each of Morgan Stanley & Co. International plc. (**MSI**), Merrill Lynch International (**MLI**) and Goldman Sachs International (**GS**) as Prime Broker and Custodian under the terms of a Prime Broker Agreement with each of them.

MSI

MSI, a member of the Morgan Stanley Group of companies, based in London (the "**Prime Broker**"), will provide prime brokerage services to the Master Fund under the terms of the International Prime Brokerage Agreement (the "**Agreement**") entered into between the Master Fund and the Prime Broker for itself and as agent for certain other members of the Morgan Stanley Group of companies (the **"Morgan Stanley Companies**"). These services may include the provision to the Master Fund of margin financing, clearing, settlement, stock borrowing and foreign exchange facilities. The Master Fund may also utilise the Prime Broker, other Morgan Stanley Companies and other brokers and dealers for the purposes of executing transactions for the Master Fund. The Prime Broker is authorised by the Prudential Regulatory Authority ("**PRA**") and regulated by the Financial Conduct Authority ("**FCA**") and the PRA.

The Prime Broker will also provide a custody service for all the Master Fund's investments, including documents of title or certificates evidencing title to investments, held on the books of the Prime Broker as part of its **prime** brokerage function in accordance with the terms of the Agreement and the rules of the FCA. The Prime Broker may appoint sub-custodians, including the Morgan Stanley Companies, of such investments.

In accordance with FCA rules, the Prime Broker will record and hold investments held by it as custodian in such a manner that the identity and location of the investments can be determined at any time and that such investments are readily identifiable as belonging to a customer of the Prime Broker and are separately identifiable from the Prime Broker's own investments. Furthermore, in the event that any of the Master Fund's investments are registered in the name of the Prime Broker where, due to the nature of the law or market

practice of jurisdictions outside the United Kingdom, it is in the Master Fund's best interests so to do or it is not feasible to do otherwise, such investments may not be segregated from the Prime Broker's own investments and in the event of the Prime Broker's default may not be as well protected.

Any cash which the Prime Broker holds or receives on the Master Fund's behalf will not be treated by the Prime Broker as client money and will not be subject to the client money protections conferred by the FCA's Client Money Rules (unless the Prime Broker has specifically agreed with or notified the Master Fund that certain cash will be given client money protection). As a consequence, the Master Fund's cash will not be segregated from the Prime Broker's own cash and will be used by the Prime Broker in the course of its investment business, and the Master Fund will therefore rank as one of the Prime Broker's general creditors in relation thereto.

As security for the payment and discharge of all liabilities of the Master Fund to the Prime Broker and the Morgan Stanley Companies, the investments and cash held by the Prime Broker and each such Morgan Stanley Company will be charged by the Master Fund in their favour and will therefore constitute collateral for the purposes of the FCA rules. Investments and cash may also be deposited by the Master Fund with the Prime Broker and other members of the Morgan Stanley Group of companies as margin and will also constitute collateral for the purposes of the FCA rules.

The Master Fund's investments may be borrowed, lent or otherwise used by the Prime Broker and the Morgan Stanley Companies for its or their own purposes, whereupon such investments will become the property of the Prime Broker or the relevant Morgan Stanley Company and the Master Fund will have a right against the Prime Broker or the relevant Morgan Stanley Company for the return of equivalent assets. The Master Fund will rank as an unsecured creditor in relation thereto and, in the event of the insolvency of the Prime Broker or the relevant Morgan Stanley Company, the Master Fund may not be able to recover such equivalent assets in full.

Neither the Prime Broker nor any Morgan Stanley Company will be liable for any loss to the Master Fund resulting from any act or omission in relation to the services provided under the terms of the Agreement unless such loss results directly from the negligence, wilful default or fraud of the Prime Broker or any Morgan Stanley Company. The Prime Broker will not be liable for the solvency, acts or omissions of any sub-custodians or other third party by whom or in whose control any of the Master Fund's investments or cash may be held. The Prime Broker and the Morgan Stanley Companies accept the same level of responsibility for nominee companies controlled by them as for their own acts. The Master Fund has agreed to indemnify the Prime Broker and the Morgan Stanley Companies against any loss suffered by, and any claims made against, them arising out of the Agreement, save where such loss or claims result primarily from the negligence, wilful default or fraud of the indemnified person.

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

MLI

MLI, a Bank of America Merrill Lynch Entity (**BoAML Entity**), based in London (the "**Prime Broker**"), will provide prime brokerage services to the Master Fund under the terms of the International Prime Brokerage Agreement (the "**Agreement**") entered into between the Master Fund and the Prime Broker for itself and as agent for certain other BoAML Entities (the **"BoAML Entities**"). These services may include the provision to the Master Fund of margin financing, clearing, settlement, stock borrowing and foreign exchange facilities. The Master Fund may also utilise the Prime Broker, other Morgan Stanley Companies and other brokers and dealers for the purposes of executing transactions for the Master Fund. The Prime Broker is authorised by the Prudential Regulatory Authority ("**PRA**") and regulated by the Financial Conduct Authority ("**FCA**") and the PRA.

The Prime Broker will also provide a custody service for all the Master Fund's investments, including documents of title or certificates evidencing title to investments, held on the books of the Prime Broker as part of its **prime** brokerage function in accordance with the terms of the Agreement and the rules of the FCA. The Prime Broker may appoint sub-custodians, including the BoAML Entities, of such investments.

In accordance with FCA rules, the Prime Broker will record and hold investments held by it as custodian in such a manner that the identity and location of the investments can be determined at any time and that such investments are readily identifiable as belonging to a customer of the Prime Broker and are separately

identifiable from the Prime Broker's own investments. Furthermore, in the event that any of the Master Fund's investments are registered in the name of the Prime Broker where, due to the nature of the law or market practice of jurisdictions outside the United Kingdom, it is in the Master Fund's best interests so to do or it is not feasible to do otherwise, such investments may not be segregated from the Prime Broker's own investments and in the event of the Prime Broker's default may not be as well protected.

Any cash which the Prime Broker holds or receives on the Master Fund's behalf will not be treated by the Prime Broker as client money and will not be subject to the client money protections conferred by the FCA's Client Money Rules (unless the Prime Broker has specifically agreed with or notified the Master Fund that certain cash will be given client money protection). As a consequence, the Master Fund's cash will not be segregated from the Prime Broker's own cash and will be used by the Prime Broker in the course of its investment business, and the Master Fund will therefore rank as one of the Prime Broker's general creditors in relation thereto.

As security for the payment and discharge of all liabilities of the Master Fund to the Prime Broker and the BoAML Entities, the investments and cash held by the Prime Broker and each such Morgan Stanley Company will be charged by the Master Fund in their favour and will therefore constitute collateral for the purposes of the FCA rules. Investments and cash may also be deposited by the Master Fund with the Prime Broker and other BoAML Entities as margin and will also constitute collateral for the purposes of the FCA rules.

The Master Fund's investments may be borrowed, lent or otherwise used by the Prime Broker and the BoAML Entities for its or their own purposes, whereupon such investments will become the property of the Prime Broker or the relevant BoAML Entity and the Master Fund will have a right against the Prime Broker or the relevant BoAML Entity for the return of equivalent assets. The Master Fund will rank as an unsecured creditor in relation thereto and, in the event of the insolvency of the Prime Broker or the relevant BoAML Entity, the Master Fund may not be able to recover such equivalent assets in full.

Neither the Prime Broker nor any BoAML Entity will be liable for any loss to the Master Fund resulting from any act or omission in relation to the services provided under the terms of the Agreement unless such loss results directly from the negligence, wilful default or fraud of the Prime Broker or any BoAML Entity. The Prime Broker will not be liable for the solvency, acts or omissions of any sub-custodians or other third party by whom or in whose control any of the Master Fund's investments or cash may be held. The Prime Broker and the BoAML Entities accept the same level of responsibility for nominee companies controlled by them as for their own acts. The Master Fund has agreed to indemnify the Prime Broker and the BoAML Entities against any loss suffered by, and any claims made against, them arising out of the Agreement, save where such loss or claims result primarily from the negligence, wilful default or fraud of the indemnified person.

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

GS

GS, a member of the Goldman Sachs Group of companies, based in London (the "**Prime Broker**"), will provide prime brokerage services to the Master Fund under the terms of the International Prime Brokerage Agreement (the "**Agreement**") entered into between the Master Fund and the Prime Broker for itself and as agent for certain other members of the Goldman Sachs Group of companies (the **"Goldman Sachs Companies**"). These services may include the provision to the Master Fund of margin financing, clearing, settlement, stock borrowing and foreign exchange facilities. The Master Fund may also utilise the Prime Broker, other Goldman Sachs Companies and other brokers and dealers for the purposes of executing transactions for the Master Fund. The Prime Broker is authorised by the Prudential Regulatory Authority ("**PRA**") and regulated by the Financial Conduct Authority ("**FCA**") and the PRA.

The Prime Broker will also provide a custody service for all the Master Fund's investments, including documents of title or certificates evidencing title to investments, held on the books of the Prime Broker as part of its **prime** brokerage function in accordance with the terms of the Agreement and the rules of the FCA. The Prime Broker may appoint sub-custodians, including the Goldman Sachs Companies, of such investments.

In accordance with FCA rules, the Prime Broker will record and hold investments held by it as custodian in such a manner that the identity and location of the investments can be determined at any time and that such investments are readily identifiable as belonging to a customer of the Prime Broker and are separately

identifiable from the Prime Broker's own investments. Furthermore, in the event that any of the Master Fund's investments are registered in the name of the Prime Broker where, due to the nature of the law or market practice of jurisdictions outside the United Kingdom, it is in the Master Fund's best interests so to do or it is not feasible to do otherwise, such investments may not be segregated from the Prime Broker's own investments and in the event of the Prime Broker's default may not be as well protected.

Any cash which the Prime Broker holds or receives on the Master Fund's behalf will not be treated by the Prime Broker as client money and will not be subject to the client money protections conferred by the FCA's Client Money Rules (unless the Prime Broker has specifically agreed with or notified the Master Fund that certain cash will be given client money protection). As a consequence, the Master Fund's cash will not be segregated from the Prime Broker's own cash and will be used by the Prime Broker in the course of its investment business, and the Master Fund will therefore rank as one of the Prime Broker's general creditors in relation thereto.

As security for the payment and discharge of all liabilities of the Master Fund to the Prime Broker and the Goldman Sachs Companies, the investments and cash held by the Prime Broker and each such Goldman Sachs Company will be charged by the Master Fund in their favour and will therefore constitute collateral for the purposes of the FCA rules. Investments and cash may also be deposited by the Master Fund with the Prime Broker and other members of the Goldman Sachs Group of companies as margin and will also constitute collateral for the purposes of the FCA rules.

The Master Fund's investments may be borrowed, lent or otherwise used by the Prime Broker and the Goldman Sachs Companies for its or their own purposes, whereupon such investments will become the property of the Prime Broker or the relevant Goldman Sachs Company and the Master Fund will have a right against the Prime Broker or the relevant Goldman Sachs Company for the return of equivalent assets. The Master Fund will rank as an unsecured creditor in relation thereto and, in the event of the insolvency of the Prime Broker or the relevant Goldman Sachs Company, the Master Fund may not be able to recover such equivalent assets in full.

Neither the Prime Broker nor any Goldman Sachs Company will be liable for any loss to the Master Fund resulting from any act or omission in relation to the services provided under the terms of the Agreement unless such loss results directly from the negligence, wilful default or fraud of the Prime Broker or any Goldman Sachs Company. The Prime Broker will not be liable for the solvency, acts or omissions of any sub-custodians or other third party by whom or in whose control any of the Master Fund's investments or cash may be held. The Prime Broker and the Goldman Sachs Companies accept the same level of responsibility for nominee companies controlled by them as for their own acts. The Master Fund has agreed to indemnify the Prime Broker and the Goldman Sachs Companies against any loss suffered by, and any claims made against, them arising out of the Agreement, save where such loss or claims result primarily from the negligence, wilful default or fraud of the indemnified person.

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

Auditor

Ernst & Young has been appointed auditor to the Fund and will conduct its audit in accordance with IFRS. In addition, the services provided to the Fund by its auditor are subject to specific contract terms which may include certain limitations on the liability of the auditor to the Fund.

CONFLICTS OF INTEREST

The Manager, its holding company, holding company's shareholders, any subsidiaries of its holding company and any of their directors, officers, employees, agents and affiliates ("**Interested Parties**", and each, an "**Interested Party**") may be involved in other financial, investment or other professional activities which may on occasion cause conflicts of interest with the Fund. These include management of other funds, purchases and sales of securities, investment and management advisory services, brokerage services, and serving as directors, officers, advisers, or agents of other funds or other companies. In particular, it is envisaged that the

Manager may be involved in advising other investment funds which may have similar or overlapping investment objectives to or with the Fund. The Manager may provide services to third parties similar to those provided to the Fund and shall not be liable to account for any profit earned from any such services. Where a conflict arises, the Manager will endeavour to ensure that it is resolved fairly. In relation to the allocation of investment opportunities to different clients, including the Fund, the Manager may be faced with conflicts of interest with regard to such duties but will ensure that investment opportunities in those circumstances will be allocated fairly.

The Manager and/or any company associated with it may enter into portfolio transactions for or with the Fund or Master Fund, either as agent, in which case they may receive and retain customary brokerage commissions and/or cash commission rebates, or with the approval of any Prime Broker as the case may be, deal as a principal with the Fund or Master Fund in accordance with normal market practice subject to such commissions being charged at rates which do not exceed customary full service brokerage rates.

The Manager and/or any company associated with it reserves the right to effect transactions by or through the agency of another person with whom the Manager and/or any company associated with it have an arrangement under which that party will from time to time provide to or procure for the Manager and/or any company associated with it goods, services or other benefits (such as research and advisory services, computer hardware associated with specialised software or research services and performance measures) the nature of which is such that their provision can reasonably be expected to benefit the Fund as a whole and may contribute to an improvement in the performance of the Fund or of the Manager and/or any company associated with it in providing services to the Fund and for which no direct payment is made but instead the Manager and/or any company associated with it undertake to place business with that party. For the avoidance of doubt, such goods and services do not include travel, accommodation, entertainment, general administrative goods or services, general office equipment or premises, membership fees, employee salaries or direct money payments.

The Fund or any wholly-owned subsidiary on behalf of the Fund, may acquire securities from, or dispose of securities to, any Interested Party or any investment fund or account advised or managed by any such person, but only with the prior approval of the Directors. Any Interested Party may hold Participating Shares and deal with them as it thinks fit. An Interested Party may buy, hold and deal in any investments for its own account notwithstanding that similar investments may be held by the Fund or any subsidiary for the account of the Fund.

Any Interested Party may contract or enter into any financial or other transaction with any Shareholder or with any entity any of whose securities are held by or for the account of the Fund, or be interested in any such contract or transaction. Furthermore, any Interested Party may receive commissions and benefits which it may negotiate in relation to any sale or purchase of any investments of the Fund effected by it for the account of the Fund and which may or may not be for the benefit of the Fund.

Certain of the Directors are also directors and/or officers of the Manager and the fiduciary duties of the Directors may compete with or be different from the interests of the Manager. Only the Directors may terminate the services of the Manager and other agents of the Fund.

BROKERAGE

The investments purchased and sold by the Fund (through the Master Fund) are principally purchased and sold through brokerage firms. These transactions generate a substantial amount of brokerage commissions and other compensation, all of which the Master Fund is obligated to pay.

The Manager may allocate portfolio transactions to brokers in consideration of such brokers' provision of, or payment of the cost of, certain services that are of benefit to the Master Fund and/or other clients of the Manager. In such circumstances, portfolio transactions for the Master Fund are usually allocated to brokers in consideration of such factors as price, the ability of the brokers to effect the transactions, the brokers' facilities, reliability, responsiveness, strength, quality of coverage and financial responsibility and, in the case of brokers used to effect securities transactions, the provision or payment (or the rebate to the Master Fund for payment) of the costs of brokerage or research products or services. The Manager will allocate portfolio transactions to brokers on the basis of best execution so that the total brokerage cost is the most favourable under prevailing market circumstances, but need not solicit competitive bids and do not have an obligation to seek the lowest available commissions or other transactions costs. Accordingly, if the Manager determines in

good faith that the amount of commissions charged by a broker is reasonable in relation to the value of the brokerage and research or investment management-related services and equipment provided by such broker, the Master Fund may pay commissions to such broker in an amount greater than the amount another broker might charge. Finally, the relationships with brokerage firms that provide services to the Manager may influence the Manager's judgment in allocating brokerage business and create a conflict of interest in using the services of those brokers to execute the Master Fund's brokerage transactions.

Research or investment management-related services and equipment provided by brokers through which portfolio transactions for the Master Fund are executed, settled and cleared may include research reports on particular industries and companies, economic surveys and analyses, financial publications, discussions with research personnel, recommendations as to specific securities, on-line quotation systems, news and research services, and other services (e.g., computer and telecommunications equipment, which shall include updates, improvements, maintenance, modifications, repairs and replacements) providing lawful and appropriate assistance to the Manager in the performance of its investment decision-making responsibilities on behalf of the Master Fund and any other accounts which it manages (collectively "**soft dollar items**").

In addition to the factors described above, the Manager may consider a broker's referrals of investors to other accounts managed by the Manager or the potential for future referrals. As with soft dollar payments for research or services, in some cases the transaction compensation paid might be higher than that obtainable from another broker who did not provide, or undertake to provide, referrals. Awarding transaction business to brokers in recognition of past or future referrals may involve an incentive for the Manager to cause the Master Fund to effect more transactions than it might otherwise do to stimulate more referrals.

Soft dollar items may be provided directly by brokers, by third parties at the direction of brokers, or purchased by the Master Fund with credits or rebates provided by brokers. Brokers sometimes suggest a level of business they would like to receive in return for the various services they provide. Actual brokerage business received by any broker may be less than the suggested allocations, but can (and often does) exceed the suggestions, because total brokerage is allocated on the basis of all the considerations described above.

Section 28(e) of the Exchange Act permits the use of soft dollar items in certain circumstances, provided that the Master Fund does not pay a rate of commissions in excess of what is competitively available from comparable brokerage firms for comparable services, taking into account various factors, including commission rates, financial responsibility and strength and ability of the broker to efficiently execute transactions. Non-research products acquired by the Master Fund through the use of "soft dollars" are outside the parameters of Section 28(e)'s "safe harbor," as are transactions effected in futures, currencies or certain derivatives. The Manager intends that all soft dollar items of the Master Fund will fit within such safe harbor.

It is expected that any Prime Brokers used by the Manager will be regulated by, among other regulatory bodies, the SEC, the New York Stock Exchange and FINRA. To the extent the Master Fund's assets are invested in securities and held in securities accounts by a prime broker, such assets are held pursuant to the regulations of the SEC. The Manager also uses other United States and non-United States brokers or dealers from time to time and may change prime brokers at any time, and maintain cash on deposit with all such brokers or dealers as margin. To the extent funds are held by non-United States brokers or dealers, they are held or segregated to the extent required under the applicable securities, commodities or other laws and regulations of the jurisdiction in which they are held, but do not have the protection of United States regulations.

To the extent the Manager trades in futures contracts on United States exchanges, the assets deposited by the Master Fund with FCMs as margin are segregated pursuant to the CEA and the regulations of the CFTC.

To the extent the Manager trades in futures contracts on markets other than regulated United States futures exchanges, funds deposited to margin positions held on such exchanges will be invested in bank deposits or in instruments of a credit standing generally comparable to those authorized by the CFTC for investment of customer segregated funds, although applicable CFTC rules do not require funds employed in trading on foreign exchanges to be deposited in customer segregated fund accounts, but rather to be held in secured amount accounts.

The Master Fund's cash not held by futures commission merchants, brokers, dealers or its counterparties is held by United States banks or major international banks as custodian.

Additional costs could be incurred in connection with the Master Fund's international investment activities, if any. Non-U.S. brokerage commissions generally are higher than in the United States. Increased custodian

costs as well as administrative difficulties (such as the applicability of foreign laws to a foreign custodian in various circumstances, including bankruptcy, ability to recover lost assets, expropriation, nationalization, and record access) may be associated with the maintenance of assets in foreign jurisdictions.

The brokers and FCMs will be paid such customary fees for their services as such counterparties and the Master Fund may negotiate from time to time. The brokers and FCMs will have no involvement in the management of the Master Fund and will exercise no control relating to the Manager's investment decisions. The Manager may change or retain additional brokers or FCMs at any time without notice to, or consent of, the Shareholders.

The Manager may possess discretionary trading authority over the accounts of clients other than the Master Fund and, from time to time, may engage in trading activities for accounts of their officers, shareholders, members and/or affiliates or related entities. The same security may be purchased or sold at or about the same time for both the Master Fund and other accounts managed or advised by the Manager or its affiliates or related entities. In the likely event the orders are combined, transactions will be allocated as the Manager, in its sole discretion, may determine. The allocation of trades in this manner may in some instances result in the allocation of trades to the Master Fund at prices less favourable than could have been obtained had the trade been executed on an isolated basis.

TAXATION

Investors should consult their professional advisers on the potential tax consequences of subscribing for, purchasing, holding or redeeming Participating Shares under the laws of their country of citizenship, domicile or residence.

As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment in the Fund is made will endure indefinitely. The following is based on the law and practice currently in force in the Cayman Islands and accordingly, is subject to changes therein.

Cayman Islands

Pursuant to Section 6 of the Tax Concessions Act (as revised) of the Cayman Islands (the "**Tax Concessions Act**"), the Fund and Master Fund have applied for, and can expect to obtain, an undertaking from the Cabinet of the Cayman Islands Government that: (a) no law which is enacted in the Cayman Islands imposing any tax to be levied on profits or income or gains or appreciation shall apply to the Fund or Master Fund or its operations; and (b) in addition, that no tax to be levied on profits, income gains or appreciations or which is in the nature of estate duty or inheritance tax shall be payable by the Fund or Master Fund: (i) on or in respect of the shares, debentures or other obligations of the Fund or Master Fund; or (ii) by way of withholding in whole or in part of any relevant payment as defined in Section 6(3) of the Tax Concessions Act. The undertaking is for a period of twenty years from the date of issuance.

The Cayman Islands currently levy no taxes on individuals, limited partnerships or corporations based upon profits, income, gains or appreciations and there is no taxation in the nature of inheritance tax or estate duty. There are no other taxes likely to be material to the Fund or Master Fund levied by the Government of the Cayman Islands save certain stamp duties which may be applicable, from time to time, on certain instruments executed in or brought within the jurisdiction of the Cayman Islands. The Cayman Islands are not party to any double tax treaties applicable to payments to, or from, the Fund or Master Fund

No stamp duty is payable in the Cayman Islands on transfers of shares of Cayman Islands companies except those which hold interests in land in the Cayman Islands. However, to the extent that the register of members of the Fund or Master Fund are maintained outside of the Cayman Islands stamp duty may be payable under the laws of the jurisdiction in which such registers are maintained. The Cayman Islands do not benefit from any dividend double taxation relief treaties with other countries, therefore dividend income earned on investments domiciled outside of the Cayman Islands may suffer withholding tax at the maximum applicable rate.

Inter-Governmental Agreements with the US and FATCA and Common Reporting Standard

The Cayman Islands has signed an inter-governmental agreement to improve international tax compliance and the exchange of information with the United States (the "**US IGA**"). The Cayman Islands has also signed, along

with over 100 other countries, a multilateral competent authority agreement to implement CRS (together with the US IGA, "**AEOI**").

Cayman Islands regulations have been issued to give effect to the US IGA and CRS (collectively, the "**AEOI Regulations**"). Pursuant to the AEOI Regulations, TIA has published guidance notes on the application of the US IGA and CRS.

All Cayman Islands "Financial Institutions" are required to comply with the registration, due diligence and reporting requirements of the AEOI Regulations, unless they are able to rely on an exemption that allows them to become a "Non-Reporting Financial Institution" (as defined in the relevant AEOI Regulations) with respect to one or more of the AEOI regimes, in which case only the registration requirement would apply under CRS. The Fund does not propose to rely on any Non-Reporting Financial Institution exemption and therefore intends to comply with all of the requirements of the AEOI Regulations.

The AEOI Regulations require the Fund to, amongst other things (i) register with IRS to obtain a Global Intermediary Identification Number (in the context of the US IGA only), (ii) register with the TIA, and thereby notify the TIA of its status as a "Reporting Financial Institution", (iii) adopt and implement written policies and procedures setting out how it will address its obligations under CRS, (iv) conduct due diligence on its accounts to identify whether any such accounts are considered "Reportable Accounts", (v) report information on such Reportable Accounts to the TIA, and (vi) file a CRS Compliance Form with the TIA. The TIA will transmit the information reported to it to the overseas fiscal authority relevant to a reportable account (e.g. the IRS in the case of a US Reportable Account) annually on an automatic basis.

By investing or continuing to invest in the Fund, investors shall be deemed to acknowledge that further information may need to be provided to the Fund, the Fund's compliance with the AEOI Regulations may result in the disclosure of investor information, and investor information may be exchanged with overseas fiscal authorities. Where an investor fails to provide any requested information (regardless of the consequences), the Fund may be obliged, and/or reserves the right, to take any action and/or pursue all remedies at its disposal including, without limitation, compulsory redemption of the investor concerned and/or closure of the investor's account. In accordance with TIA issued guidance, the Fund is required to close an investor's account if a self-certification is not obtained within 90 days of account opening.

By investing or continuing to invest in the Fund, investors shall be deemed to acknowledge that:

(a) the Fund (or its agent) may be required to disclose to the Cayman TIA certain confidential information in relation to the investor, including but not limited to the investor's name, address, tax identification number (if any), social security number (if any) and certain information relating to the investor's investment;

(b) the Cayman TIA may be required to automatically exchange information as outlined above with the IRS, the HM Revenue and Customs ("**HMRC**") and other Foreign Fiscal Authorities;

(c) the Fund (or its agent) may be required to disclose to the IRS, HMRC and other Foreign Fiscal Authorities' certain confidential information when registering with such authorities and if such authorities contact the Fund (or its agent directly) with further enquiries;

(d) the Fund may require the investor to provide additional information and/or documentation which the Fund may be required to disclose to the Cayman TIA;

(e) in the event an investor does not provide the requested information and/or documentation, whether or not that actually leads to compliance failures by the Fund or a risk of the Fund or its Shareholders being subject to withholding tax under the relevant legislative or inter-governmental regime, the Fund reserves the right to take any action and/or pursue all remedies at its disposal including, without limitation, compulsory redemption or withdrawal of the investor concerned; and

(f) no investor affected by any such action or remedy shall have any claims against the Fund (or its agent) for any forms of damages or liability as a result of actions taken or remedies pursued by or on behalf

of the Fund in order to comply with any of the US IGA or any Future IGAs, or any of the relevant underlying legislation.

Although the Fund will attempt to satisfy any obligations imposed on it with respect to the above, no assurance can be given that the Fund will be able to satisfy all these obligations. In this regard, the Fund may require investors to provide any documentation or other information regarding the investor and its beneficial owners that the Fund determines as necessary or desirable in order for the Fund to comply with the FATCA, the CRS, any Future IGAs and the Cayman legislation and regulations.

In the event that the Fund becomes subject to a withholding tax or a fine under the FATCA, the US IGA, the CRS or any Future IGAs, the value of Participating Shares held by all Shareholders may be materially affected. In such circumstances, the Fund generally may charge the amounts to the relevant Shareholders, as applicable, including by way of a compulsory redemption of all or a portion of such Shareholders' investments as required.

The Fund will use its best efforts to minimise the effects of taxation and may, without prior notice to shareholders, establish subsidiaries of the Fund in any jurisdictions to seek improvement of its tax efficiency.

United States

The following is a general summary of the taxation of the Fund and its Shareholders under the United States ("**U.S.**") federal income tax laws. The summary is based on the assumption that the Fund is owned, managed and operated as contemplated. The summary is based upon interpretations of existing laws as applied at the date of this Memorandum, but no representation is made or intended by the Fund (i) that changes in such laws or their application or interpretation will not be made in the future (potentially with retroactive effect) or (ii) that, with respect to United States federal income tax laws, the IRS will agree with the interpretation described below as applied to the method of operation of the Fund. Further, the following discussion generally does not address non-United States tax or other consequences of an investment in the Shares. Prospective investors should consult their own legal and tax advisors to determine the possible tax or other consequences relating to subscribing for, purchasing, holding, and redeeming the Shares under the United States or any other country of which an investor is a citizen, resident or domiciliary.

The following summary describes certain significant U.S. federal income tax consequences of owning the Shares but does not purport to address all of the relevant U.S. federal income tax consequences that may be applicable to a particular Shareholder. This discussion is directed only to (i) investors who are not "United States persons" within the meaning of Section 7701(a)(30) of the Code, and (ii) U.S. pension or profit sharing trusts or other U.S. tax-exempt entities. Otherwise, the discussion does not address the tax consequences of Share ownership to any United States person which owns the Shares or is a direct or indirect owner of a Shareholder.

This summary is based on the Internal Revenue Code of 1986, as amended (the "**Code**"), the Federal Income Tax Regulations promulgated thereunder (the "**Treasury Regulations**"), administrative and judicial interpretations thereof and other authorities in effect as of the date of this Memorandum, all of which are subject to change or differing interpretation, possibly with retroactive effect. No tax rulings have been or are anticipated to be requested from the IRS or other taxing authorities with respect to any of the tax matters discussed herein.

THE FOLLOWING SUMMARY IS NOT INTENDED AS A SUBSTITUTE FOR CAREFUL TAX PLANNING. ACCORDINGLY, EACH SHAREHOLDER MUST CONSULT WITH AND RELY SOLELY ON HIS OR HER PROFESSIONAL TAX ADVISORS WITH RESPECT TO THE TAX RESULTS OF HIS OR HER INVESTMENT IN THE FUND.

Classification of the Fund and the Master Fund

The Fund intends to be classified as an association taxable as a corporation for U.S. federal income tax purposes. The Fund has not, and will not, make an election under Treasury Regulation Section 301.7701-3 to be treated as a partnership for U.S. federal income tax purposes.

However, the Master Fund has made, or will make, an election under Treasury Regulation Section 301.7701-3 be treated as a partnership for U.S. federal income tax purposes.

The remainder of this discussion assumes that the Fund will be classified as a corporation, and the Master Fund will be classified as a partnership, for U.S. federal income tax purposes.

Taxation of the Fund and the Master Fund

As a partnership, the Master Fund is not generally subject to U.S. federal income tax at an entity level. Further, the Fund and the Master Fund intend to conduct their respective affairs so that neither should be characterized as being "engaged in the conduct of a trade or business within the United States" ("**ETB**"), and thereby subject to U.S. federal income tax with respect to all or a portion of their respective taxable income treated as "effectively connected" with the conduct of a U.S. trade or business. It is expected that both the Fund and the Master Fund will conduct their respective operations in conformity with statutory "safe harbor" provisions that exclude a non-U.S. person engaged in certain stock, securities, commodities and derivatives interest trading from characterization as being ETB. Neither the Fund nor the Master Fund intends or expects to be a characterized as a "dealer" in stocks, securities, commodities or derivatives for U.S. federal income tax purposes. Therefore, it is not expected that the Fund or the Master Fund should be deemed to be ETB for U.S. federal income tax purposes.

To the extent that the Fund was deemed to be ETB (either from its own activities or by investing in the Master Fund or a partnership or other "pass-through" entity for U.S. federal income tax purposes that is treated as being ETB), taxable income "effectively connected" to such U.S. trade or business and allocable to the Fund would be subject to U.S. federal income tax (generally at regular U.S. corporate tax rates), and the Fund's "earnings and profits" attributable to such "effectively connected" income could also be subject to a 30% branch profits tax.

The Fund is subject to a 30% withholding tax payable with respect to (i) any dividends which may be received by the Master Fund or the Fund from U.S. corporations, and (ii) certain other income (such as in certain circumstances, interest payments received by the Master Fund or the Fund from U.S. persons, although it is anticipated that most interest income would be exempt from withholding). Further, amounts received on certain equity swaps that are based on a dividend (*e.g.*, dividend equivalent payments) may be treated as a U.S. source payment subject to this 30% withholding tax (or potentially at a lower tax treaty rate).

In addition to the withholding regime described above, U.S. source interest and dividend payments to the Master Fund may be subject to a separate U.S. withholding tax regime under the Foreign Account Tax Compliance Act ("**FATCA**"). Pursuant to Sections 1471-1474 of the Code, Treasury Regulations promulgated thereunder and IRS administrative guidance, a 30% withholding tax will be imposed on payments to the Master Fund of U.S. source dividend and interest income and, beginning in 2017, gross proceeds from the sale of property that could give rise to U.S. source interest or dividends. In order to avoid being subject to this new 30% withholding tax, the Master Fund and the Fund are generally required to comply with certain reporting and disclosure requirements with respect to the names, addresses, and taxpayer identification numbers of certain U.S. persons that own, directly or indirectly, an interest in the Master Fund and the Fund, and potentially additional information with respect to such interests, pursuant to an intergovernmental agreement between the governments of the United States and the Cayman Islands . Although the Master Fund and the Fund expect to make commercially reasonable attempts to satisfy their respective obligations under FATCA and thereby avoid the imposition of this FATCA withholding tax, no assurance can be given that they will, in fact, be able to satisfy these obligations. If the Master Fund or the Fund becomes subject to withholding tax under FATCA, the return of all Shareholders may be materially affected. The Master Fund may be permitted to reduce the amount payable on any distribution or redemption to the Fund if the Fund fails to provide the Master Fund with the requested information. In addition, the Fund may create a separate series for, or reduce the amount payable on any distribution and/or redemption to, a Shareholder that fails to provide the Fund with the requested information. Prospective investors are encouraged to consult with their own tax advisors regarding the possible implications of FATCA on their investments in the Fund.

Taxation of Non-U.S. Shareholders

A shareholder which is not a "United States person" within the meaning of Section 7701(a)(30) of the Code, should not be subject to any U.S. federal income, withholding, or capital gains taxes with respect to the Shares owned by them and dividends received on such Shares, provided that such shareholder does not have certain present or former connections with the United States *(e.g.*, holding the Shares in connection with the conduct of a trade or business within the United States, or being present in the United States for 183 days or more during a taxable year), which connections should not exist solely by reason of investing in the Fund. A Shareholder who at the time of death is not a U.S. citizen or a U.S. domiciliary should not be subject to U.S. federal estate tax with respect to the Shares.

Taxation of U.S. Tax-Exempt Shareholders

The Fund is a "passive foreign investment company" ("**PFIC**") as defined in Section 1297 of the Code. A U.S. pension or profit sharing trust or other tax-exempt entity (a "**Tax Exempt Shareholder**") which does not borrow money or otherwise utilize leverage in connection with its purchase of the Shares should not be subject to U.S. federal income tax under the PFIC provisions of the Code on any dividends from the Fund or any sale or redemption of its Shares.

While the Fund may purchase securities on margin, borrow money and otherwise utilize leverage in connection with its investments, under current law that leverage should not be attributed to Tax Exempt Shareholders in the Fund. Accordingly, assuming such a Tax Exempt Shareholder does not borrow money or otherwise utilize leverage in connection with its purchase of the Shares and the Shares are not otherwise "debt-financed property", any dividends from the Fund or gain on the sale or redemption of the Shares should not constitute "unrelated debt-financed income" as defined in Code Section 514 or "unrelated business taxable income" as defined in Code Section 512 to the Tax Exempt Shareholders. Tax Exempt Shareholders are urged to consult their own tax advisors as to the tax consequences of investing in the Fund.

A U.S. person who is a Shareholder or who is a direct or an indirect owner of a Shareholder should consult its own tax advisors regarding the potential application of the various anti-deferral provisions of the Code (*i.e.*, PFIC (including qualifying electing funds), and/or controlled foreign corporation provisions) and the application of such provisions with respect to investments made by the Fund. The anti-deferral provisions of the Code are extremely complex and the application of such provisions could result in adverse tax consequences to a United States person who is a Shareholder or is a direct or an indirect owner of a Shareholder.

Certain Reporting Requirements

Certain regulations relating to tax return disclosure and record maintenance of "reportable transactions" may apply in respect of the Fund and a U.S. person who, directly or indirectly, owns the Shares. All U.S. persons (including U.S. tax-exempt investors, who own 10% or more of the Shares of the Fund (by vote or value)) will be subject to certain U.S. tax reporting requirements in respect of the Fund and certain of its U.S. Shareholders as well as in respect of certain transfers of securities to the Fund in connection with subscriptions. Failure to make such filings properly will result in a penalty equal to 10% of the value of the cash transferred (not to exceed $100,000 unless such failure is intentional). Further, a U.S. person that holds a direct, and in some circumstances an indirect, financial interest in, or has signature authority over, a "foreign financial account" having an aggregate value in excess of $10,000 at any point during the taxable year is required to file a Report of Foreign Bank and Financial Accounts (an "**FBAR**") with the U.S. Treasury Department.

The Fund will provide Shareholders sufficient information to enable Shareholders to determine whether the Fund was controlled foreign corporation during any part of the taxable year within meaning of Section 957 of the Code, and, if the Fund is determined to be a controlled foreign corporation, the Fund shall provide to Shareholders sufficient information to enable to Shareholders to complete United States Internal Revenue Service Form 5471.

U.S. tax-exempt investors are urged to consult their tax advisors regarding these potential reporting obligations and any other potential reporting obligations that may arise from an investment in the Fund.

THE U.S. FEDERAL INCOME TAX TREATMENT OF A SHAREHOLDER'S INVESTMENT IN THE FUND IS COMPLEX AND WILL VARY DEPENDING UPON THE UNIQUE CIRCUMSTANCES OF THE SHAREHOLDER AND THE ACTIVITIES OF THE FUND AND THE MASTER FUND. ACCORDINGLY, EACH POTENTIAL SHAREHOLDER IS URGED TO CONSULT WITH ITS OWN TAX ADVISOR REGARDING THE U.S. FEDERAL, STATE, LOCAL AND FOREIGN TAX TREATMENT AND CONSEQUENCES OF ITS INVESTMENT IN THE FUND.

BENEFIT PLAN INVESTORS

General

The following section sets forth certain factors under the U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") and the Code, which a fiduciary who has investment discretion for the assets of an "employee benefit plan" as defined in, and subject to the fiduciary responsibility provisions of, ERISA, of a

"plan" as defined in and subject to Section 4975 of the Code, or of an entity the assets of which are deemed to include the assets of one or more such employee benefit plans (such "employee benefit plans," "plans," and entities being referred to herein as "**Plans**," and such fiduciaries with investment discretion being referred to herein as "**Plan Fiduciaries**")should consider before deciding to invest the plan's assets in the Participating Shares. The following summary is not intended to be complete and, in view of the complexities of the applicable provisions of ERISA each such Plan Fiduciary should consult with ERISA counsel regarding the considerations and consequences with respect to the purchase and holding Participating Shares in the context of the Plan's own situation. An employee benefit plan that is not subject to ERISA ("**Other Plans**") such as a governmental plan as defined under Section 3(32) of ERISA, certain church plans as defined under Section 3(33) of ERISA and certain foreign plans may be subject to federal, state, local, or non-U.S. law that governs an investment in the Participating Shares and such laws may be similar to ERISA ("**Similar Laws**"). The following discussion does not address the requirements of Similar Laws.

ERISA and Section 4975 of the Code each impose restrictions on plans or accounts of various types which provide retirement benefits or welfare benefits to an individual or to an employer's employees and their beneficiaries. These plans and accounts include, but are not limited to, employer-sponsored pension and profit sharing plans, "simplified employee pension plans," Keogh plans for self-employed individuals (including partners), individual retirement accounts described in Section 408 of the Code and medical benefit plans as well as entities deemed to hold the assets of these plans and accounts, but generally do not include a plan maintained by a church that has elected not to be subject to ERISA's fiduciary provisions, a plan maintained by a government, or foreign plans (however, church, government, and foreign plans may be subject to Similar Laws).

In addition, ERISA requires that each Plan Fiduciary must give appropriate consideration to the facts and circumstances that are relevant to an investment in the Participating Shares, including the role that such investment plays in the plan's overall investment portfolio. Therefore, Plan Fiduciaries, before deciding to invest in the Participating Shares, must be satisfied that, among other things, such investment:

- is consistent with their fiduciary obligations under ERISA;
- is a prudent investment for the Plan in accordance with Section 404(a)(1)(B) of ERISA;
- complies with the requirements under Section 404(a)(1)(C) of ERISA that Plan investments be diversified so as to minimize the risk of large losses;
- is made in accordance with the documents and instruments governing the Plan, including the Plan's investment policy; and
- will not constitute a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code.

"**Plan Assets**"

The purchase of Participating Shares by a Plan raises the issue of whether that purchase will cause, for purposes of Title I of ERISA and subject to Section 4975 of the Code, the underlying assets of the Fund to be considered assets of such Plan. Section 3(42) of ERISA and 29 C.F.R. § 2510.3-101 (as amended by Section 3(42) of ERISA) contain rules regarding when the assets of an entity are deemed "plan assets" for purposes of ERISA and the Code when a Plan purchases an equity interest in such entity (the "**Plan Assets Rules**").

Under the Plan Asset Rules, the underlying assets of an entity shall not be treated as the assets of a Plan ("**Plan Assets**") if, immediately after the most recent acquisition of an equity interest in the entity, less than 25% of the total value of each class of equity interest in the entity is held by "Benefit Plan Investors" as defined below (the "**significant participation test**"). For purposes of this determination, the value of any equity interest held by a person (other than such a Benefit Plan Investor) who has discretionary authority or control with respect to the assets of the entity or any person who provides investment advice for a fee (direct or indirect) with respect to such assets, or any affiliate of such a person, shall be disregarded. The term "**Benefit Plan Investors**" means any employee benefit plan subject to part 4 of subtitle B of Title I of ERISA (*i.e.,* plans subject to the fiduciary provisions of ERISA), any plan to which Section 4975 of the Code applies (*e.g.,* IRAs), and any entity whose underlying assets include Plan Assets by reason of a plan's investment in such entity (a "**Plan Asset Entity**").

In order to prevent the assets of the Fund from being considered Plan Assets, it is the intention of the Manager to monitor the investments in the Fund and (in its discretion) prohibit the acquisition, redemption or transfer of any Participating Shares by any Shareholder, including a Benefit Plan Investor, unless, after giving effect to such an acquisition, redemption or transfer, the total proportion of Participating Shares of any Class owned by Benefit Plan Investors with respect to the Fund would be less than 25% of the aggregate value of such Class of Participating Shares (determined, as described above, by excluding certain Participating Shares held by the Manager and/or its affiliates) of the Fund.

Without limiting the generality of the foregoing, in order to limit equity participation in any Class of Participating Shares by Benefit Plan Investors to less than 25% of the Fund, the Directors, in consultation with the Manager, may also (in its discretion) require the compulsory redemption of Participating Shares of any Class. Each Shareholder that is an insurance company acting on behalf of its general account or a Plan Asset Entity represents and warrants as of the date it acquires Participating Shares the maximum percentage of such general account or Plan Asset Entity (as reasonably determined by such insurance company or Plan Asset Entity) that will constitute Plan Assets (the "**Maximum Percentage**") so such percentage can be calculated in determining the percentage of Plan Assets invested in each Class of Participating Shares. Further, each such insurance company and Plan Asset Entity covenants that if, after its initial acquisition of Participating Shares, the Maximum Percentage is exceeded at any time, then such insurance company or Plan Asset Entity shall immediately notify the Manager in writing of that occurrence and shall, if and as directed by the Manager, in a manner consistent with the restrictions on transfer set forth herein, tender for redemption or otherwise dispose of some or all of the Participating Shares held in its general account or Plan Asset Entity.

If the Fund's assets were considered Plan Assets, then, under ERISA and/or the Code, the Manager may be a fiduciary for some purposes, and certain employees, partners and officers of the Manager as well as certain affiliates may become "parties in interest" and/or "disqualified persons," with respect to the investing Plans, with the result that the rendering of services to certain related parties, the lending of money or other extensions of credit, the sale, exchange or leasing of property by the Fund or certain related parties, or the payment of certain fees, as well as certain other transactions, might be deemed to constitute prohibited transactions. Additionally, individual investment in Participating Shares by persons who are fiduciaries, and/or parties-in-interest and disqualified persons, to a Plan might be deemed to constitute prohibited transactions under such circumstances.

The Manager expects that the investments in Participating Shares held by Benefit Plan Investors will not equal or exceed the 25% limit specified in the significant participation test. However, because the law interpreting the Plan Asset Rules is not well-developed and because the percentage of Participating Shares held by Benefit Plan Investors will fluctuate over time, there can be no assurance that the significant participation test will be met.

Ineligible Purchasers

Participating Shares may not be purchased with the assets of a Plan if the Fund, the Directors, the Manager, any clearing broker or any of their respective affiliates or any of their respective agents or employees: (1) has investment discretion with respect to the investment of the assets of such Plan to be invested in the Participating Shares; (2) has authority or responsibility to give or regularly gives investment advice with respect to such Plan assets, for a fee; or (3) is an employer maintaining or contributing to the Plan, except as is otherwise permissible under ERISA and Section 4975 of the Code. A party that is described in clause (1) or (2) of the preceding sentence is likely a fiduciary under ERISA and the Code with respect to the Plan, and any such purchase might result in a "prohibited transaction" under ERISA and the Code.

The foregoing statements regarding the consequences under ERISA and the Code of an investment in the Participating Shares are based on the provisions of the Code and ERISA as currently in effect, and the existing administrative and judicial interpretations thereunder. No assurance can be given that administrative, judicial or legislative changes will not occur that will not make the foregoing statements incorrect or incomplete.

Representations

Acceptance of subscriptions on behalf of Plans or Other Plans is in no respect a representation by the Fund, the Directors, the Manager, any clearing broker or any of their respective affiliates or any of their respective agents or employees that this investment meets some or all of the relevant legal requirements with respect to investments by any particular Plan or Other Plan or that this investment is appropriate for any particular Plan or Other Plan. The person with investment discretion should consult with his or her financial and legal advisors

as to the propriety of an investment in the Participating Shares in light of the circumstances of the particular Plan and Other Plan and in light of the requirements of ERISA, the Code, and Other Laws.

The fiduciaries of each Plan proposing to invest in the Participating Shares will be required to represent that they have made the decision to invest in the Participating Shares, they have been informed of and understand the Fund's investment objectives, policies and strategies (as well as those of the Master Fund) and that the decision to invest Plan Assets in the Participating Shares is consistent with the provisions of ERISA and/or the Code that require diversification of Plan Assets and impose other fiduciary responsibilities. By its purchase, each Shareholder will be deemed to have represented that either: (A) no portion of the assets used by the investor to acquire and hold Participating Shares constitute assets of any Benefit Plan Investor, or (B) if the purchaser is a Benefit Plan Investor or Plan subject to Similar Law, (i) the purchase and holding of Participating Shares will not constitute a non-exempt prohibited transaction under § 406 of ERISA or § 4975 of the Code or a violation under any applicable Similar Law, and (ii) the purchaser has made its own discretionary decision to acquire and hold Participating Shares.

Reporting and Disclosure

All Plans that are subject to Part 4 of Title I of ERISA ("**Title I Plans**") are required to file annual reports on Form 5500 with the U.S. Department of Labor ("**DOL**") setting forth, among other things, the fair market value of the Title I Plan's assets as of the close of the Title I Plan's fiscal year and certain information regarding direct and indirect compensation payable to persons who are deemed to be direct or indirect service providers to investing Title I Plans. For purposes of the direct and indirect compensation reporting requirements under Schedule C of Form 5500, the disclosures in this Memorandum are intended, to the extent permitted under applicable DOL guidance, to satisfy the alternative reporting option for "eligible indirect compensation," in addition to serving the other purposes for which this Memorandum was created. Filing the annual report with DOL is the responsibility of the Title I Plan sponsor.

ANTI-MONEY LAUNDERING

In order to comply with applicable legislation or regulations for the prevention of money laundering, terrorist financing and proliferation financing, the Fund, or any person acting on behalf of the Fund including the Administrator, is required to, pursuant to the Money Laundering Regulations of the Cayman Islands as revised from time to time (the "**AML Regulations**"), adopt and maintain anti-money laundering procedures, and may require subscribers to provide evidence to verify their identity and source of funds. Where permitted, and subject to certain conditions, the Fund may also delegate the maintenance of its anti-money laundering procedures (including the acquisition of due diligence information) to a suitable person.

The Fund, and the Administrator on the Fund's behalf, reserve the right to request such information as is necessary to verify the identity of a Shareholder (i.e. a subscriber or a transferee). Where the circumstances permit, the Fund, or the Administrator on the Fund's behalf, may be satisfied that full due diligence may not be required where an exemption applies under the AML Regulations or any other applicable law.

In the event of delay or failure on the part of the subscriber in producing any information required for verification purposes, the Fund, or the Administrator on the Fund's behalf, may refuse to accept the application, in which case any funds received will be returned without interest to the account from which they were originally debited.

The Fund, and the Administrator on the Fund's behalf, also reserve the right to refuse to make any redemption or dividend payment to a Shareholder if the Directors or the Administrator suspect or are advised that the payment of redemption or dividend proceeds to such Shareholder may be non-compliant with applicable laws or regulations, or if such refusal is considered necessary or appropriate to ensure the compliance by the Fund or the Administrator with any applicable laws or regulations.

If any person resident in the Cayman Islands knows or suspects or has reasonable grounds for knowing or suspecting that another person is engaged in criminal conduct or is involved with terrorism or terrorist property and the information for that knowledge or suspicion came to their attention in the course of business in the regulated sector, or other trade, profession, business or employment, the person will be required to report such knowledge or suspicion to (i) the Financial Reporting Authority of the Cayman Islands, pursuant to the Proceeds of Crime Act (as revised) of the Cayman Islands ("**POCA**") if the disclosure relates to criminal conduct or money laundering, or (ii) a police officer of the rank of constable or higher, or the Financial Reporting Authority (the "**FRA**"), pursuant to the Terrorism Act (as revised) of the Cayman Islands, if the disclosure

relates to involvement with terrorism or terrorist financing and property. Such a report shall not be treated as a breach of confidence or of any restriction upon the disclosure of information imposed by any enactment or otherwise.

By subscribing, prospective investors consent to the disclosure by the Fund, the Manager and/or the Administrator of any information about them to any relevant regulators and others upon request in connection with money laundering and similar matters both in the Cayman Islands and in other jurisdictions.

The Fund carries on relevant financial business as defined in the POCA and is subject to the POCA, the AML Regulations and the Guidance Notes on the Prevention and Detection of Money Laundering, Terrorist Financing and Proliferation Financing in the Cayman Islands (the "**Guidance Notes**", and collectively with the POCA and the AML Regulations, the "**AML Regime**") issued by CIMA.

In accordance with the AML Regime obligations, the Fund has appointed natural persons at management level as AML Officers. The Fund has appointed fit and proper natural persons who are suitably experienced to serve in the roles of Anti-Money Laundering Compliance Officer (the "**AMLCO**"), Money Laundering Reporting Officer (the "**MLRO**") and Deputy Money Laundering Reporting Officer (the "**DMLRO**") for the Fund.

The AMLCO assumes the overall responsibility for the implementation of the relevant AML policy and procedures of the Fund, as well as the on-going monitoring of the implementation of such AML policy and procedures. The AMLCO is also responsible for contacting the CIMA, the FRA of the Cayman Islands and other relevant authorities.

The MLRO and DMLRO are primarily responsible for receiving and evaluating internal reports in relation to any suspicions of money laundering, terrorist financing and proliferation financing. Where any suspicions are supported by the adequate evidence, the MLRO and/or the DMLRO shall make a suspicious activity report to the FRA.

The Fund is required to file certain prescribed details of the AML Officers with CIMA. Information regarding the identity and qualifications and the contact details of the Fund's current AML Officers can be obtained from the Fund or the Manager. Investors can obtain further information in respect of the AML Officer roles from the Directors.

SANCTIONS

The Fund is subject to laws that restrict it from dealing with entities, individuals, organisations and/or investments which are subject to applicable sanctions regimes.

Accordingly, the Fund will require the subscriber to represent and warrant, on a continuing basis, that it is not, and that to the best of its knowledge or belief its beneficial owners, controllers or authorised persons ("**Related Persons**") (if any) are not; (i) named on any list of sanctioned entities or individuals maintained by the US Treasury Department's Office of Foreign Assets Control ("**OFAC**") or pursuant to European Union ("**EU"**) and/or United Kingdom ("**UK**") Regulations (as the latter are extended to the Cayman Islands by Statutory Instrument) and/or Cayman Islands legislation, (ii) operationally based or domiciled in a country or territory in relation to which sanctions imposed by the United Nations, OFAC, the EU, the UK and/or the Cayman Islands apply, or (iii) otherwise subject to sanctions imposed by the United Nations, OFAC, the EU, the UK (including as the latter are extended to the Cayman Islands by Statutory Instrument) or the Cayman Islands (collectively, a "**Sanctions Subject**").

Where the subscriber or a Related Person is or becomes a Sanctions Subject, the Fund may be required immediately and without notice to the subscriber to cease any further dealings with the subscriber and/or the subscriber's interest in the Fund until the subscriber or the relevant Related Person (as applicable) ceases to be a Sanctions Subject, or a licence is obtained under applicable law to continue such dealings (a "**Sanctioned Persons Event**"). The Fund, the Directors, the Administrator and the Manager shall have no liability whatsoever for any liabilities, costs, expenses, damages and/or losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of revenue, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses) incurred by the subscriber as a result of a Sanctioned Persons Event.

In addition, should any investment made on behalf of the Fund subsequently become subject to applicable sanctions, the Fund may immediately and without notice to the subscriber cease any further dealings with that investment until the applicable sanctions are lifted or a licence is obtained under applicable law to continue such dealings.

DATA PROTECTION LEGISLATION

The Data Protection Act, 2017 (as amended) of the Cayman Islands (the "**Data Protection Act**") became effective on 30 September 2019, together with the Data Protection Regulations, 2018 (collectively with the Data Protection Act, the "**DPL**"). The DPL provides statutory safeguards for the rights of individuals whose personal information is held and processed in the Cayman Islands or by Cayman Islands entities elsewhere. The Fund will seek to ensure compliance with its obligations under the DPL based on guidance currently available and in line with industry practice. This may evolve as the effect of the DPL on the Fund's business becomes clear as the law becomes more established.

The DPL imposes obligations on the Fund as a data controller, in respect of any data it collects from which any living individual (a "**data subject**") can be identified ("**personal data**"). Typically, such personal data will be provided to the Fund by potential investors at the time of their subscription, and may relate to individual investors or the officers, controllers and beneficial owners of entity investors. In the course of business, the Fund will collect, record, store, adapt, transfer and otherwise process Personal Data (as defined in the DPL) i.e. information by which prospective investors may be directly or indirectly identified. The types of data provided may include an individual's name, residential address or other contact details, signature, nationality, place and date of birth, tax status, tax ID, bank account details, source of funds and/or source of wealth details. The Fund and/or any of its delegates or service providers may process prospective investor's personal data for any one or more of the purposes and legal bases set out in the Fund's Privacy Policy attached to its Subscription Agreement and is available to existing investors of the Fund upon written request to the Manager and the Administrator. The Fund's obligations in relation to personal data are set out in eight data protection principles contained in the DPL. These require the Fund to process personal data fairly and securely and not to retain it for longer than necessary or to re-use it for other purposes. Any third party that processes data on behalf of the Fund, such as the Administrator, must agree in writing to act only on the Fund's instructions and to keep such data secure. The Fund's Privacy Policy outlines the Fund's data protection obligations and the data protection rights of investors (and individuals connected with investors) under the DPL.

If you are an individual prospective investor, the processing of personal data by and on behalf of the Fund is directly relevant to you. If you are an institutional investor that provides personal data on individuals connected to you for any reason in relation to your investment with us (for example, directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents), this will be relevant for those individuals and you should transmit the privacy notice to such individuals or otherwise advise them of its content.

Prospective investors should note that, by virtue of making investments in the Fund and the associated interactions with the Fund and its affiliates and/or delegates (including completing the Subscription Agreement, and including the recording of electronic communications or phone calls where applicable), or by virtue of providing the Fund with personal information on individuals connected with the investor (for example directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents) such individuals will be providing the Fund and its affiliates and/or delegates (including, without limitation, the Administrator) with certain personal information which constitutes personal data within the meaning of the DPL. The Fund shall act as a data controller in respect of this personal data and its affiliates and/or delegates, such as the Administrator and the Manager, may act as data processors (or data controllers in their own right in some circumstances).

By investing in the Fund and/or continuing to invest in the Fund, investors shall be deemed to acknowledge that they have read in detail and understood the Fund's Privacy Policy and that the Fund's Privacy Policy provides an outline of their data protection rights and obligations as they relate to the investment in the Fund. The Subscription Agreement contains relevant representations and warranties.

Where specific processing is based on an investor's consent, that investor has the right to withdraw such consent at any time. Investors have the right to request access to their personal data kept by the Fund and the right to rectification or erasure of their personal data and to restrict or object to processing of their personal data, subject to any restrictions imposed by the DPL.

Investors are required to provide their personal data for statutory and contractual purposes. Failure to provide the required personal data or an objection to processing may result in the Fund being unable to permit, process, or release the investor's investment in the Fund and this may result in the Fund terminating its relationship with the investor.

Oversight of the DPL is the responsibility of the Ombudsman's office of the Cayman Islands. Breach of the DPL by the Fund could lead to enforcement action by the Ombudsman, including the imposition of remediation orders, monetary penalties or referral for criminal prosecution. Data subjects have rights to complain to the Ombudsman if they consider that the Fund has not complied with the DPL. The Ombudsman has broad powers to enforce the DPL against the Fund, which could include monetary penalties of up to US$300,000.

US REGULATION

The Participating Shares have not been registered under the Securities Act or under applicable U.S. state securities laws and are being offered and sold in reliance upon exemptions under the Securities Act and applicable state laws. The Fund is not registered as an investment company under the Investment Company Act in reliance upon an exception from the definition of "investment company" under Section 3(c)(1) and/or 3(c)(7) of the Investment Company Act. Therefore, it will not be required to adhere to certain investment restrictions under the Investment Company Act. Currently, the Manager is not required to be, and is not, registered as an "investment adviser" with the SEC under the Advisers Act or any state securities authority. The Manager may subsequently register as an "investment adviser" with the SEC under the Advisers Act

As of the date of this Memorandum, the Manager is not registered as a commodity pool operator ("**CPO**") under the CEA. The Fund may, however, directly or indirectly invest in swaps, futures, and/or options on futures from time to time. As a result, the Fund may qualify as a commodity pool, and the Manager may need to register as a CPO unless an exemption applies. The Manager expects to rely on an exemption from registration as a CPO pursuant to CFTC Rule 4.13(a)(3). CFTC Rule 4.13(a)(3) provides an exemption from CPO registration for the operator of a fund that is a commodity pool, if (among other things) that pool's trading in commodity interest positions (including both hedging and speculative positions, and positions in security futures) is limited so that either (i) no more than 5% of the liquidation value of the pool's portfolio is used as initial margin, premiums and required minimum security deposits to establish such positions, or (ii) the aggregate net notional value of the pool's trading in such positions does not exceed 100% of the pool's liquidation value. If the Manager is able to rely on an exemption from CPO registration pursuant to CFTC Rule 4.13(a)(3), then unlike a registered CPO, the Manager would not be required to provide prospective investors with a disclosure document, nor would it be required to provide investors with periodic account statements or certified annual reports, as required by CFTC rules applicable to registered CPOs. As an alternative to this exemption from registration, the Manager may register as a CPO with the CFTC, in which case the Manager may seek to avail itself of relief from certain disclosure, reporting and record-keeping requirements under CFTC Rule 4.7

CAYMAN ISLANDS REGULATION

The Fund falls within the definition of a "mutual fund" under the Mutual Funds Act (as revised) of the Cayman Islands ("**Mutual Fund Act**") and accordingly it has been registered in accordance with the provisions of such law. However, the Fund is not required to be licensed or employ a licensed mutual fund administrator since the minimum aggregate investment purchasable by a prospective investor in the Fund is equal to or exceeds US$100,000 or its equivalent in any other currency. Registration under the Mutual Funds Act entails the filing of prescribed details and audited accounts annually with the Cayman Islands Monetary Authority ("**CIMA**"). However, the Fund is not subject to supervision in respect of its investment activities or the constitution of the Fund's portfolio by CIMA or any other governmental authority in the Cayman Islands, although CIMA does have power to investigate the activities of the Fund in certain circumstances. Neither CIMA nor any other governmental authority in the Cayman Islands has passed upon or approved the contents of this Memorandum or assessed the merits of an investment in the Fund. There is no investment compensation scheme available to investors in the Cayman Islands. A mutual fund licence issued or a fund registered by CIMA does not constitute an obligation of CIMA to any investor as to the performance or creditworthiness of the fund. Furthermore, in issuing such a licence or in registering a fund, CIMA shall not be liable for any losses or default of the fund or for the correctness of any opinions or statements expressed in any prospectus or offering document.

As a regulated mutual fund the Fund is subject to the supervision of CIMA and CIMA may at any time instruct the Fund to have its accounts audited and to submit them to the CIMA within such time as CIMA specifies. Failure to comply with these requests by CIMA may result in substantial fines on the part of the Directors and may result in CIMA applying to the court to have the Fund wound up.

CIMA may take certain actions if it is satisfied that a regulated mutual fund is or is likely to become unable to meet its obligations as they fall due or is carrying on or is attempting to carry on business or is winding up its business voluntarily in a manner that is prejudicial to its investors or creditors. The powers of CIMA include the power to require the substitution of Directors, to appoint a person to advise the Fund on the proper conduct of its affairs or to appoint a person to assume control of the affairs of the Fund. There are other remedies available to CIMA including the ability to apply to court for approval of other actions.

The Master Fund has also been registered as a mutual fund in accordance with the provisions of the Mutual Funds Act.

AUSTRALIAN REGULATION

This Memorandum is intended only for "wholesale client" investors (as defined under section 761G of the Corporations Act). This document is not a disclosure document or product disclosure statement for the purposes of the Corporations Act and has not been, and is not required to be, lodged with the Australian Securities and Investment Commission ("ASIC"). This Memorandum has not been prepared to the same level of disclosure required for a product disclosure statement or prospectus and does not purport to contain all of the information that may be necessary or desirable to enable a potential investor to fully evaluate and consider an investment in the interests in the Fund. By making an application in respect of the offer of Participating Shares contained in this Memorandum, you declare and warrant to the Manager that you are and will remain a wholesale client within the meaning of Section 761G of the Corporations Act. There is no cooling off right with respect to a subscription for Participating Shares. Investors should review this Memorandum, including the risks summary. For the avoidance of doubt, the information in this Memorandum is not to be construed as personal financial product advice. The Fund does not hold an Australian Financial Services Licence (**AFSL**). The Fund has entered into an authorised intermediary agreement with the Manager (the holder of AFSL No. 314302) under section 911A(2)(b) of the Corporations Act 2001 (Cth) in respect of the Fund's dealing in Participating Shares with respect to persons in Australia. Under that agreement, the Manager may make offers to arrange for the issue of Participating Shares and the Fund may issue of Participating Shares in its discretion in accordance with such offers if accepted.

CANADIAN REGULATION

This Memorandum is not, and under no circumstances is to be construed as, an advertisement or a public offering of Participating Shares in any province or territory of Canada. No securities commission or similar authority in Canada has reviewed or in any way passed upon this document or the merits of the Participating Shares, and any representation to the contrary is an offence.

Canadian investors are advised that (i) the information contained within this Memorandum has not been prepared with regard to matters that may be of particular concern to Canadian investors and (ii) this Memorandum does not contain all of the information that would normally be contained or incorporated by reference in a prospectus prepared in accordance with Canadian securities laws. Accordingly, Canadian investors should consult with their own legal, financial and tax advisers concerning the information contained within this Memorandum and as to the suitability of an investment in Participating Shares in their particular circumstances.

Resale Restrictions

The distribution of the Participating Shares to Canadian investors is being made on a private placement basis and is exempt from the requirement that the Fund prepare and file a prospectus in Canada. Accordingly, any resale of the Participating Shares must be made in accordance with applicable securities laws. The Fund is not, and is not intending to become, a "reporting issuer" in any province or territory of Canada within the meaning of applicable Canadian securities legislation. Accordingly, any resale of the Participating Shares in a Canadian province or territory must be made in accordance with, or in reliance on an exemption from, the prospectus requirements of applicable securities laws.

Canadian investors are advised to consult with their own legal advisers for additional information pertaining to Canadian resale restrictions prior to any resale of the Participating Shares both within and outside of Canada.

Rights of Action for Damages or Rescission

Securities legislation in certain of the provinces and territories of Canada provide purchasers with rights of rescission or damages, or both, where an offering memorandum or any amendment thereto contains a misrepresentation.

For the purposes of this section, "**misrepresentation**" means: (a) an untrue statement of a fact that significantly affects, or would reasonably be expected to have a significant effect, on the market price or the value of securities (a "**material fact**"); or (b) an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in the light of the circumstances in which it was made.

The following is a summary of the statutory rights of rescission or damages, or both, under securities legislation in certain of the provinces and territories of Canada, and as such, is subject to the express provisions of the legislation and the related regulations and rules. **Purchasers should refer to the applicable provisions of the securities legislation of their province or territory for the particulars of these rights or consult with a legal advisor.**

Ontario and New Brunswick

If an offering memorandum, together with any amendment thereto, is delivered to a prospective purchaser and the offering memorandum, or any amendment thereto, contains a misrepresentation which was a misrepresentation at the time the securities were purchased, the purchaser will be deemed to have relied upon the misrepresentation and will have a statutory right of action against the issuer for damages or may elect to exercise the right of rescission against the issuer (in which case, the purchaser will have no right of action for damages against the issuer).

Securities legislation in each of these provinces provides a number of limitations and defences, including:

(a) no person or company will be liable if it proves that the purchaser purchased the securities with knowledge of the misrepresentation;

(b) in a case of an action for damages, the defendant will not be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities as a result of the misrepresentation relied upon; and

(c) in no case will the amount recoverable in any action exceed the price at which the securities were offered under the offering memorandum, or any amendment thereto.

The statutory right of action described above does not apply to the following purchasers of securities in Ontario:

(a) a Canadian financial institution, as defined in *Ontario Securities Commission Rule 45-501 – Ontario Prospectus and Registration Exemptions*, or an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);

(b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada); or

(c) a subsidiary of any person referred to in paragraphs (a) and (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary.

In New Brunswick, (a) if advertising or sales literature is relied upon by a purchaser in connection with a purchase of the securities, the purchaser shall also have a similar right of action for damages or rescission against the issuer, every promoter or director of the issuer and every person who, at the time of dissemination of the advertising or sales literature sells securities on behalf of the issuer; (b) if an individual makes a verbal statement to a prospective purchaser that contains a misrepresentation relating to the securities and the verbal statement is made either before or contemporaneously with the purchase of securities, the purchaser has a

right of action for damages against the individual who made the verbal statement subject to certain defences available to such person.

No action shall be commenced to enforce the right of action described above unless the right is exercised within:

(a) in case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or

(b) in the case of any action for damages, the earlier of:

(i) 180 days, in the case of Ontario purchasers, and one year, in the case of New Brunswick purchasers, after the date the purchasers first had knowledge of the facts giving rise to the course of action; and

(ii) three years, in the case of Ontario purchasers, and six years, in the case of New Brunswick purchasers, after the date of the transaction that gave rise to the cause of action.

Nova Scotia, Prince Edward Island, Newfoundland and Labrador, the Northwest Territories, Nunavut and the Yukon Territory

If the offering memorandum, together with any amendment thereto is delivered to a purchaser, or any advertising or sales literature in the case of purchasers of securities who are resident in Nova Scotia, contains a misrepresentation, a purchaser to whom the offering memorandum has been delivered and who purchases securities shall be deemed to have relied upon such misrepresentation if it was a misrepresentation at the time of purchase and the purchaser has the right of action for damages against (a) the issuer (or seller in Nova Scotia), (b) subject to certain additional defences, against every director of the issuer (or seller in Nova Scotia) at the date of the offering memorandum and (c) every person or company who signed the offering memorandum, but may elect to exercise the right of rescission against the issuer (in which case the purchaser shall have no right of action for damages against the aforementioned persons or company).

Securities legislation in each of these provinces provides a number of limitations and defences, including:

(a) no person or company will be liable if it proves that the purchaser purchased the securities with knowledge of the misrepresentation;

(b) in an action for damages, the defendant is not liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities as a result of the misrepresentation relied upon; and

(c) in no case shall the amount recoverable under the right of action described herein exceed the price at which the securities were offered under the offering memorandum, or any amendment thereto.

No action shall be commenced to enforce the right of action discussed above more than:

(a) in case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or

(b) in the case of any action for damages, the earlier of:

(i) 180 days after the purchaser first had knowledge of the facts giving rise to the cause of action; or

(ii) three years after the date of the transaction that gave rise to the cause of action.

Furthermore, in Nova Scotia, no action shall be commenced to enforce the right of action discussed above unless an action is commenced to enforce that right not later than 120 days after the date on which payment was made for the security or after the date on which the initial payment for the security was made where

payments subsequent to the initial payment are made pursuant to a contractual commitment assumed prior to, or concurrently with, the initial payment.

Saskatchewan and Manitoba

If an offering memorandum or any amendment thereto, sent or delivered to a purchaser contains a misrepresentation, a purchaser who purchases a security has, without regard to whether the purchaser relied on the misrepresentation, a right of action for damages,

(a) in Saskatchewan, against, the (i) issuer, (ii) every promoter or director of the issuer at the time the offering memorandum or any amendment thereto was sent or delivered, (iii) every person or company whose consent has been filed respecting the offering but only with respect to reports, opinions or statements that have been made by them, (iv) every person who or company that, in addition to the person or companies mentioned in (i) to (iii) above, signed the offering memorandum or any amendments thereto, and (v) every person or company that sells securities on behalf of the issuer under the offering memorandum or amendment thereto;

(b) in Manitoba, against the issuer, every director of the issuer at the date of the offering memorandum, and every person or company who signed the offering memorandum

or, may elect a right to exercise the right of rescission against the issuer (in which case the purchaser will have no right of action for damages against the aforementioned persons).

Similar rights of action for damages and rescission are provided under the securities legislation of Saskatchewan in respect of a misrepresentation in advertising and sales literature disseminated or in case of a verbal misrepresentation made in connection with an offering of securities.

The Saskatchewan and Manitoba securities legislation provides a number of limitations and defences, including: (a) no person or company will be liable if the person or company proves that the purchaser purchased the securities with knowledge of the misrepresentation; (b) in the case of an action for damages, no person or company will be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities as a result of the misrepresentation; (c) in no case will the amount recoverable in any action exceed the price at which the securities were offered to the purchaser.

No action shall be commenced to enforce any of the foregoing rights more than: (a) in the case of an action for rescission, 180 days from the date of the transaction that gave rise to the cause of action, or (b) in the case of an action for damages, the earlier of (i) one year in the case of Saskatchewan purchasers, and 180 days in the case of Manitoba purchasers, after the plaintiff first had knowledge of the facts giving rise to the cause of action, or (ii) six years in the case of Saskatchewan purchasers, and two years in the case of Manitoba purchasers, after the date of the transaction that gave rise to the cause of action.

General

The rights described above are in addition to and without derogation from any other right or remedy which purchasers may have at law and are intended to correspond to the provisions of the relevant securities legislation and are subject to the defenses contained therein. Each purchaser should refer to provisions of the applicable securities legislation for the particulars of these rights or consult a legal advisor.

The foregoing summaries are subject to the express provisions of the *Securities Act* (Ontario), *Securities Act* (Newfoundland and Labrador), *Securities Act* (Northwest Territories), *Securities Act* (Nunavut), *Securities Act* (Nova Scotia), *Securities Act* (Saskatchewan), *Securities Act* (Yukon), *Securities Act* (Manitoba), *Securities Act* (New Brunswick), *Securities Act* (Prince Edward Island), and the regulations, rules and policy statements thereunder and reference is made thereto for the complete text of such provisions. These rights must be exercised by purchasers of securities within the prescribed time limits under applicable securities legislation.

HONG KONG REGULATION

Private and Confidential: This Memorandum relates to a private placement and does not constitute an offer, solicitation or invitation to the public in Hong Kong to subscribe for the Participating Shares. No steps have been taken to register this Memorandum in Hong Kong. The offer of Participating Shares is personal to the person to

whom this Memorandum has been delivered and subscription will only be accepted from such person. This Memorandum may not be issued, copied, reproduced or distributed in whole or in part by the recipient to any other person.

ISRAELI REGULATION

This document does not constitute a prospectus under the Israeli Securities Law, 1968 or the Israeli Joint Investment Trusts Law, 1994 and has not been filed with or approved by the Israeli Securities Authority. Neither the Participating Shares nor the advertising material pertaining thereto has been approved by any Israeli authority. No action has been or will be taken in the State of Israel that would permit a public offering of the Participating Shares or distribution of offering material in connection with the Participating Shares to the public in Israel. In Israel, this document is being distributed only to, and is directly only at, investors listed in the first addendum, or the Addendum, to the Israeli Securities Law 1968. Institutional investors may be required to submit written confirmation that they fall within the scope of the Addendum.

It is the responsibility of any person wishing to purchase the Participating Shares to satisfy himself as to the full observance of the laws of the state of Israel in connection with any such purchase, including obtaining any governmental or other consent, if required.

The Manager is not licensed under the Israeli Regulation of Investment Advice, Investment Marketing and Portfolio Management Law, 1995, and the information regarding the Participating Shares does not constitute Investment Advice or Investment Marketing as defined therein. In making an investment decision, investors must only rely on their own examination of the Participating Shares and the terms of the offering, including the merits and risks involved, and should seek advice from appropriate advisors with respect to the legal, accounting, tax and financial ramifications of purchasing the Participating Shares.

NEW ZEALAND REGULATION

The offer of Participating Shares in the Fund made by way of this Memorandum is only available in New Zealand to, and is only capable of acceptance by, persons who are wholesale investors in terms of clause 3(2) of Schedule 1 of the New Zealand Financial Markets Conduct Act 2013 ('FMCA'). The offer is not to be treated as an offer to, and is not capable of acceptance by, persons in New Zealand who are not wholesale investors.

The offer made by way of this Memorandum is not a regulated offer and, as such, is made in circumstances where no disclosure is required to be made under the FMCA. This Memorandum is not a product disclosure statement under FMCA. It is not required to, and does not contain, all of the information which would be required to be included in a product disclosure statement.

An offer or invitation to acquire Participating Shares in the Fund will only be extended to a New Zealand investor who has first satisfied the Manager and the Fund that the investor: (i) is a wholesale investor (within the meaning of clause 3(2) of Schedule 1 of the FMCA); and (ii) is not investing with a view to selling or transferring their Participating Shares to a 'retail investor' (being anyone who is not a wholesale investor). By accepting this Memorandum, in order to qualify as an Eligible Investor, each New Zealand investor is taken to have represented to the Manager and the Fund that the investor meets the criteria set out on this paragraph and undertakes to immediately notify them if it ceases to meet the criteria set out in this paragraph.

New Zealand investors wishing to invest in the Fund should be aware that there may be different tax implications of investing in the Fund and should seek their own tax advice as necessary.

UNITED KINGDOM REGULATION

The Manager has given notification to the United Kingdom Financial Conduct Authority ("FCA"), pursuant to Regulation 59 of The Alternative Investment Fund Managers Regulations 2013 (SI 1773/2013) (the "AIFM Regulations") of its intention to market the Participating Shares in the United Kingdom in accordance with the AIFM Regulations and the rules and guidance of the FCA. Moreover, the Fund is a collective investment scheme as defined in the Financial Services and Markets Act 2000. The Fund has not been authorised, or

otherwise recognised or approved, by the FCA. The promotion of the Fund and the distribution of this Memorandum in the United Kingdom is, accordingly, restricted by law.

For the purposes of investors in the United Kingdom, the Fund is intended to only be marketed to "professional investors" (within the meaning of Article 4(1)(ag) of the EU Alternative Investment Managers Directive (2011/61/EU) ("AIFMD") in accordance with Article 42 of the AIFMD and otherwise this Memorandum is only made to and directed at persons who: (i) have professional experience of participating in unregulated schemes falling within Article 14 of the Financial Services and Markets Act 2000 (Promotion of CIS) (Exemptions) Order 2001 (the "CIS Order") and fall within Article 19 of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "FPO"); (ii) fall within Article 22(2)(a) to (d) of the CIS Order and Article 49(2)(a) to (d) of the FPO; or (iii) persons to whom this report may otherwise be lawfully made to or directed at, all such persons together being referred to as "Relevant Persons". The investments and investment activity to which this Memorandum relates are available to, and will only be engaged in with, Relevant Persons. No other person should act or rely on it.

No prospectus is required under section 85 FSMA and any offer that may be made of the interests in the Fund will be (a) limited to fewer than 150 persons in the UK, in addition to qualified investors (as defined in article 2.1 of the EU Prospectus Directive (2003/71/EC)); and/or (b) made on the basis that the minimum subscription by any investor in the Fund will be not less than €100,000 (or equivalent amount).

FUND INFORMATION

Articles

The Articles comprise the constitution of the Fund.

The Articles provide, *inter alia*, as follows:

Share Capital

The authorised share capital of the Fund is US$50,000 being made up of 100 Management Shares of par value US$1.00 each and 4,990,000 Participating Shares of par value US$0.01 each.

The Management Shares may only be issued to the Manager, and are issued for the purpose of enabling all the Participating Shares to be redeemed without liquidating the Fund.

A Management Share was allotted and issued to the subscriber to the Articles and has been transferred to the Manager. The remaining 99 Management Shares have been allotted and issued to the Manager at par and are fully paid.

Save for the Management Shares, no share or loan capital of the Fund has been issued or agreed conditionally or unconditionally to be issued or put under option.

Prospective investors should note that there are no provisions under the laws of the Cayman Islands or under the Articles conferring pre-emption rights on Shareholders. The Articles provide that the unissued Participating Shares are at the disposal of the Directors who may offer, allot, issue, grant options over or otherwise dispose of them to such persons, at such times, for such consideration and on such terms and conditions as the Directors think fit.

The Fund may by Ordinary Resolution increase its share capital, consolidate its shares or subdivide any of them into shares of a smaller amount or cancel authorised but unissued shares.

Subject to the provisions of Cayman Islands law and the rights of any holders of any class of shares, the Fund may by Special Resolution reduce its share capital or any capital redemption reserve or share premium account.

Separate Accounts

The proceeds from the issue of Participating Shares of any Class and/or series shall be applied in the books of the Fund to the Separate Account established for Participating Shares of that Class and/or series. The assets and liabilities and income and expenditure attributable to that Separate Account shall be applied to such Separate Account and, subject to the provisions of the Articles, to no other Separate Account. In the event that the assets of a Separate Account referable to any Class and/or series are exhausted, any and all unsatisfied claims which any Shareholders or former Shareholders referable to that Class and/or series have against the Fund shall be extinguished. The Shareholders or former Shareholders referable to a Class and/or series shall have no recourse against the assets of any other Separate Account established by the Fund.

Variation of Class Rights

The Articles provide that, subject to the Companies Act of the Cayman Islands and the other provisions of the Articles, all or any of the Class rights or other terms of offer whether set out in the Memorandum, any Subscription Agreement or otherwise (including any representations, warranties or other disclosure relating to the offer or holding of Participating Shares) (collectively referred to as "**Share Rights**") for the time being applicable to any Class or series of Participating Shares in issue (unless otherwise provided by the terms of issue of those Participating Shares) may (whether or not the Fund is being wound up) be varied without the consent of the holders of the issued Participating Shares of that Class or series where such variation is considered by the Directors, not to have a material adverse effect upon such Shareholders' Share Rights; otherwise, any such variation shall be made only with the prior consent in writing of the Shareholders of not less than two-thirds (2/3) by Net Asset Value of such Participating Shares, or with the sanction of a resolution passed by a majority of at least two-thirds (2/3) of the votes cast in person or by proxy at a separate meeting of the holders of such Participating Shares. For the avoidance of doubt, the Directors reserve the right, notwithstanding that any such variation may not have a material adverse effect, to obtain consent from the holders of such Participating Shares. Each subscriber for Participating Shares will be required to agree that the terms of offer set out in the applicable Subscription Agreement and the rights attaching to the Participating Shares can be varied in accordance with the provisions of the Articles.

The rights attached to each Class of Participating Share shall be deemed to be varied by the creation or issue of any Participating Shares ranking in priority to them as respects participation in the profits or assets of the Fund.

Subject to the paragraph above, the special rights attached to any Class of Participating Share having preferential or other special rights shall (unless otherwise expressly provided by the conditions of issue of such shares) not be deemed to be varied by:

(a) the creation, allotment or issue of further Participating Shares ranking *pari passu* therewith; or

(b) the creation, allotment, issue, repurchase or redemption of Management Shares or Participating Shares; or

(c) by the exercise of the Directors' powers to allocate assets (or amounts treated as notional assets), and charge liabilities to different Classes (or series) of Participating Shares, as provided for in the Articles.

Termination

The Fund may be wound up by a Special Resolution passed at a general meeting of the holders of the Management Shares. On a winding up, the Participating Shares carry a right to a return of the Net Asset Value nominal amount paid up thereon and an exclusive right to share, *pari passu inter se*, in surplus assets remaining after the return of the par amount paid up on the Participating Shares and the Management Shares.

Quorum and Voting Rights

If the Fund has only one Shareholder entitled to vote at a general meeting the quorum shall be that one Shareholder present in person or by proxy or (in the case of a corporation or other non-natural person) by a duly authorised representative. In all other cases at least two Shareholders present in person or by proxy who are entitled to vote shall be a quorum for all purposes at any general meeting of the Fund.

Subject to any special terms as to voting for the time being attached to any Participating Shares, at any general meeting on a show of hands every Shareholder of a Participating Share who is present in person shall have one vote and on a poll every member who is present in person or by proxy shall have one vote for every Participating Share held by him.

Dividends

Dividends shall only be payable to the holders of Participating Shares and out of the funds of the Fund lawfully available therefor including the share premium account. Any dividend unclaimed after a period of six years from the date of declaration of such dividend shall be forfeited and shall revert to the Fund.

Directors

The Directors shall be entitled to such sums (if any) by way of fees as shall from time to time be determined by Ordinary Resolution of the Fund. Such sums shall be divided among the Directors as the Directors may determine.

Any Director who, by request, goes or resides abroad for any purposes of the Fund or who performs services which in the opinion of the Directors go beyond the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Directors may determine.

A Director may hold any other office or place of profit under the Fund (other than the office of Auditor) in conjunction with his office of Director, or may act in a professional capacity to the Fund, on such terms as to tenure of office, remuneration and otherwise as the Directors may determine.

No Director or intending Director shall be disqualified from his office by contracting with the Fund either as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Fund in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Fund for any profit realised by any such contract or arrangement by reason of such Director holding that office, or of the fiduciary relation thereby established, provided that the nature of his interest shall be declared by him at the meeting of the Directors at which the question of entering into the contract or arrangement is first taken into consideration, or if the Director was not at the date of that meeting interested in the proposed contract or arrangement, then at the next meeting of the Directors held after he becomes so interested, and in a case where the Director becomes interested in a contract or arrangement after it is made then at the first meeting of the Directors held after he becomes so interested.

The Directors may exercise the Fund's powers to borrow and to charge its assets.

Transfer of Participating Shares

Subject to the provisions set out below, any Shareholder may transfer all or any of his Participating Shares by an instrument of transfer in any usual or common form or in any other form which the Directors may approve.

The instrument of transfer of a Participating Share shall be signed by or on behalf of (or, in the case of a transfer by a body corporate, signed on behalf of or sealed by) the transferor and (in the case of partly paid shares) the transferee and the transferor shall be deemed to remain the Shareholder of the Participating Share until the name of the transferee is entered in the Register of Shareholders in respect thereof. All instruments of transfer, when registered, may be retained by the Fund.

The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any Participating Share (not being a fully paid share), or any Participating Share over which the Fund has a lien.

Compulsory Redemption and Restrictions on Shareholders

The Directors shall have power to impose such restrictions as they think necessary for the purpose of ensuring that no Participating Shares are held by:

(a) any person in breach of the law or requirements of any country or governmental authority; or

(b) any person or persons in circumstances (whether directly or indirectly affecting such person or persons and whether taken alone or in conjunction with any other persons, connected or not, or any other circumstances appearing to the Directors to be relevant) which in the opinion of the Directors might result in the Fund incurring any liability to taxation or suffering any other pecuniary disadvantage which the Fund might not otherwise have incurred or suffered.

The Directors have the right to compulsorily redeem any holding of Participating Shares for any or no reason, including, without limitation, if it is in the best interests of the Fund to do so or if the Participating Shares are or would be held by or for the benefit of a Non-Eligible Investor, or to give effect to an exchange, conversion or roll up policy.

Alteration of the Articles

The Articles may at any time be altered or added to by Special Resolution of the Management Shareholder, subject to variation of Class rights.

Soft Wind Down

If the Directors, in consultation with the Manager, decide that the investment strategy is no longer viable they may resolve that the Fund be managed with the objective of realising assets in an orderly manner and distributing the proceeds to Shareholders in such manner as they determine to be in the best interests of the Fund, in accordance with the terms of the Articles and this Memorandum, including, without limitation, compulsorily redeeming Shares, paying any dividend proceeds in specie and/or declaring a suspension while assets are realised. This process is integral to the business of the Fund and may be carried out without recourse to a formal liquidation under the Companies Act or any other applicable bankruptcy or insolvency regime, but shall be without prejudice to the right of the holder of the Management Shares to place the Fund into liquidation.

GENERAL INFORMATION

Material Contracts

The following contracts (not being contracts in the ordinary course of business) have been entered into by the Fund and are, or may be, material:

(a) the Management Agreement between the Fund and the Manager pursuant to which the Manager was appointed, subject to the overall supervision of the Directors, to manage the Fund's affairs;

(b) the Management Agreement between the Master Fund and the Manager pursuant to which the Manager was appointed, subject to the overall supervision of the Directors, to manage the Master Fund's investments and affairs; and

(c) the Administration Agreement between the Fund, the Master Fund and the Administrator, pursuant to which the Administrator was appointed to provide certain administrative services.

Litigation

The Fund is not engaged in any litigation or arbitration and the Directors do not know of any litigation or claim pending or threatened by or against the Fund.

Directors' Interests

Joel Arber, Jonathan A. Bain and George Bashforth are directors of each of the Fund and Master Fund. There are director service agreements in place between the Fund and Jonathan A. Bain and George Bashforth and are each entitled to remuneration as agreed with the Fund from time to time (fees are payable in the first instance to Crestbridge, their employer). The Manager employs and provides remuneration to Joel Arber and makes Joel Arber available as director. Each of Jonathan A. Bain and George Bashforth (and

Crestbridge, as their employer of) and Joel Arber (each an "**Indemnified Party**") are, to the maximum extent permitted by law, indemnified by the Fund and Master Fund against any liability, action, proceeding, claim, demand, costs, damages or expenses, including legal expenses (each a "**Liability**"), which he, she or it may incur in connection with the provision of the director services, save to the extent that such Liability arose as a result of such person's actual fraud or wilful misconduct. As employees of Crestbridge, Jonathan A. Bain and George Bashforth have an interest in contracts or dealings with Crestbridge.

Each of Joel Arber, as the Chief Operating Officer of the Manager, and Raphael Lamm and Mark Landau, as the founders and directors of the Manager, are interested in any contract between the Fund, the Master Fund and the Manager.

Since incorporation of the Fund, no remuneration has been paid and no benefits in kind or loans have been granted to the Directors, and the Fund has not provided any guarantee for the benefit of any Director.

Save as disclosed elsewhere in this Memorandum:

(a) no Director has any interest, direct or indirect, in the promotion of or in any assets which have been or are proposed to be acquired or disposed of by, or issued to, the Fund;

(b) no Director is materially interested in any contract or arrangement subsisting at the date hereof which is unusual in its nature or significant in relation to the business of the Fund; and

(c) no Director (nor any spouse or child under 18 of a Director nor any connected person of a Director) has any interest, direct or indirect, in the share capital of the Fund. Such persons may acquire Participating Shares on the same terms as other investors.

Disclosure of Interests

No amount or benefit has been paid or given or is intended to be paid or given to any promoter of the Fund, save as may result from the entry by the Fund into the agreements listed under “Material Contracts” above or any other fees, commissions or expenses discharged, reimbursed or paid as disclosed elsewhere in this Memorandum.

Confidential Information

(a) The Fund shall be entitled to retain any information it receives, whether within or without the Cayman Islands, in such manner as it shall, in its absolute discretion, consider appropriate. The Fund reserves the right to engage such agents, whether within or without the Islands, as, in its absolute discretion, it shall consider appropriate for the purpose of complying with its obligations pursuant to applicable laws and regulations.

(b) The Fund, the Directors, the Manager and the Administrator will treat information received from investors as confidential and will not disclose such information other than:

  (i) to their professional advisers or other service providers, whether within or without the Cayman Islands, where the Fund, the Directors, the Manager or the Administrator (as applicable) considers such disclosure necessary or appropriate in the normal course of business or to enable them to conduct their affairs; or

  (ii) where such disclosure is required by any applicable law or order of any court of competent jurisdiction or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank, governmental or other regulatory or taxation agency authority.

By subscribing for Participating Shares, an investor is deemed to consent to any such disclosure and the Subscription Agreement contains an express authorization to this effect.

Requests for Information

The Fund and the Master Fund, or any of its or their directors or agents domiciled in the Cayman Islands, may be compelled to provide information, subject to a request for information made by a regulatory or governmental

authority or agency under applicable law; e.g. by the Cayman Islands Monetary Authority, either for itself or for a recognised overseas regulatory authority, under the Monetary Authority Act (as revised), or by the Department for International Tax Cooperation, under the Tax Information Authority Act (as revised) or Reporting of Savings Income Information (European Union) Act (as revised) and associated regulations, agreements, arrangements and memoranda of understanding. Disclosure of confidential information under such laws shall not be regarded as a breach of any duty of confidentiality and, in certain circumstances, the Fund, the Master Fund and any of its or their directors or agents, may be prohibited from disclosing that the request has been made.

Inspection of Documents
Copies of the following documents are available for inspection free of charge for a period of fourteen (14) days at any time during normal business hours on any Business Day at the offices of the Administrator. Copies may be obtained from CO Services Cayman Limited at the address set out on the page headed "Directors and Other Parties":

(a) the Memorandum and Articles of Association of the Fund and the Master Fund;

(b) the agreements referred to in paragraph headed "Material Contracts" above; and

(c) the Companies Act (as revised) of the Cayman Islands.

A copy of the Memorandum and Articles of the Master Fund is available upon request from the Manager.

REPORTS, STATEMENTS AND MEETINGS

The annual audited financial statements of the Fund will be made up to 31 December in each year (commencing in the year ended 31 December 2017) and sent to Shareholders at their registered addresses within six (6) months of the financial year end upon written request on an annual basis by the Shareholder. The accounts will be made up in accordance with IFRS.

The Directors do not intend to hold regular annual general meetings but general meetings of the Fund may be convened from time to time by the Directors by notice in writing to Shareholders.

All financial statements, notices and other documents will be sent (if requested by a Shareholder), in the case of joint holders of Participating Shares, to the Shareholder who is named first in the Register of Shareholders of the Fund at his registered address.

ADDITIONAL INFORMATION

Investors are encouraged to ask the Manager for any information they consider relevant prior to an investment in the Fund. Upon request, the Manager will provide investors with any information it can reasonably supply.

Notwithstanding such inquiries or responses, each Shareholder will be required to represent in its Subscription Agreement that it has subscribed for Participating Shares solely on the basis of the information set forth in this Memorandum and has made an independent and informed decision to invest in the Fund. No representative of the Fund or the Manager is authorized to give information or make representations other than those contained in this Memorandum and investors may not rely on any such information or representations.