CONFIDENTIAL OFFERING MEMORANDUM

Piolet Partners Fund, Ltd.

December 2012

This offering memorandum has been prepared solely for the consideration of prospective investors in the company referenced above. Except as otherwise expressly set forth herein, distribution or disclosure of any of the contents of this offering memorandum without the prior written consent of the investment manager is prohibited.

PIOLET PARTNERS FUND, LTD.
(A Cayman Islands Exempted Company)

THIS CONFIDENTIAL OFFERING MEMORANDUM (THE "**OFFERING MEMORANDUM**") OFFERS PARTICIPATING, NON-VOTING SHARES (THE "**SHARES**") IN PIOLET PARTNERS FUND, LTD. (THE "**COMPANY**"), A CAYMAN ISLANDS EXEMPTED COMPANY LIMITED BY SHARES. THE COMPANY WILL INVEST ALL OR SUBSTANTIALLY ALL OF ITS INVESTABLE ASSETS IN PIOLET PARTNERS MASTER FUND, L.P. (THE "**MASTER FUND**"), A CAYMAN ISLANDS EXEMPTED LIMITED PARTNERSHIP, AND WILL BE A LIMITED PARTNER OF THE MASTER FUND. PIOLET PARTNERS GP, L.P., A DELAWARE LIMITED PARTNERSHIP (THE "**MASTER FUND GENERAL PARTNER**"), IS THE GENERAL PARTNER OF THE MASTER FUND. PIOLET CAPITAL LLC, A DELAWARE LIMITED LIABILITY COMPANY REGISTERED IN THE CAYMAN ISLANDS AS A FOREIGN COMPANY (THE "**MASTER FUND ADMINISTRATIVE GENERAL PARTNER**"), IS THE ADMINISTRATIVE GENERAL PARTNER OF THE MASTER FUND. PIOLET CAPITAL, L.P., A DELAWARE LIMITED PARTNERSHIP, WILL ACT AS INVESTMENT MANAGER OF THE COMPANY AND THE MASTER FUND (THE "**INVESTMENT MANAGER**").

THE SHARES ARE BEING OFFERED TO, AND ARE SUITABLE ONLY FOR, INVESTORS WHO ARE BOTH (1) "ACCREDITED INVESTORS" (AS DEFINED IN REGULATION D UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**")) AND (2) "QUALIFIED PURCHASERS" (AS DEFINED IN SECTION 2(a)(51) OF THE INVESTMENT COMPANY ACT OF 1940 (THE "**INVESTMENT COMPANY ACT**")). OFFERS AND SALES OF SHARES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE LAWS OF ANY JURISDICTION, INCLUDING THE SECURITIES ACT, THE LAWS OF ANY STATE OF THE UNITED STATES OF AMERICA, OR THE LAWS OF ANY NON-U.S. JURISDICTION. THERE IS NO PUBLIC MARKET FOR THE SHARES, AND NO SUCH MARKET IS EXPECTED TO DEVELOP IN THE FUTURE.

THE MASTER FUND MAY TRADE COMMODITY FUTURES, COMMODITY OPTIONS CONTRACTS AND/OR SWAPS ("**COMMODITY INTERESTS**") AND MAY THEREFORE BE CONSIDERED A COMMODITY POOL (A "**POOL**") UNDER THE COMMODITY EXCHANGE ACT AND THE RULES OF THE U.S. COMMODITY FUTURES TRADING COMMISSION ("**CFTC**") THEREUNDER. THE COMPANY MAY BE CONSIDERED A COMMODITY POOL BY VIRTUE OF ITS INVESTMENT IN THE MASTER FUND. EACH OF THE INVESTMENT MANAGER (WITH RESPECT TO THE COMPANY) AND THE MASTER FUND GENERAL PARTNER (WITH RESPECT TO THE MASTER FUND) EXPECTS TO BE EXEMPT FROM REGISTRATION WITH THE CFTC AS A COMMODITY POOL OPERATOR (A "**CPO**") PURSUANT TO CFTC RULE 4.13(a)(4) THROUGH DECEMBER 31, 2012 ON THE BASIS THAT, AMONG OTHER THINGS, (*A*) EACH INVESTOR IS EITHER (*I*) A NATURAL PERSON WHO IS A "QUALIFIED ELIGIBLE PERSON" AS DEFINED IN CFTC RULE 4.7(a)(2) (WHICH INCLUDES A "QUALIFIED PURCHASER" UNDER THE INVESTMENT COMPANY ACT) OR (*II*) A NON-NATURAL PERSON THAT IS EITHER AN "ACCREDITED INVESTOR" OR A "QUALIFIED ELIGIBLE PERSON" AS DEFINED UNDER CFTC RULE 4.7 AND (*B*) SHARES IN THE COMPANY AND INTERESTS IN THE MASTER FUND ARE EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT AND OFFERED AND SOLD WITHOUT MARKETING TO THE PUBLIC IN THE UNITED STATES. THEREFORE, THE INVESTMENT MANAGER AND THE MASTER FUND GENERAL PARTNER ARE NOT CURRENTLY REQUIRED TO DELIVER A DISCLOSURE DOCUMENT CONTAINING CFTC-PRESCRIBED INFORMATION TO PROSPECTIVE INVESTORS, NOR WILL THEY BE REQUIRED TO PROVIDE INVESTORS WITH PERIODIC ACCOUNT STATEMENTS OR CERTIFIED ANNUAL REPORTS THAT SATISFY THE REQUIREMENTS OF CFTC RULES APPLICABLE TO REGISTERED CPOs.

THE EXEMPTION PROVIDED BY CFTC RULE 4.13(a)(4) WAS RESCINDED EFFECTIVE APRIL 24, 2012. AS A RESULT, EACH OF THE INVESTMENT MANAGER (WITH RESPECT TO THE COMPANY) AND THE MASTER FUND GENERAL PARTNER (WITH RESPECT TO THE MASTER FUND) WILL NO LONGER BE ABLE TO RELY ON SUCH EXEMPTION AFTER DECEMBER 31,

2012. FOLLOWING SUCH DATE, EACH OF THE INVESTMENT MANAGER (WITH RESPECT TO THE COMPANY) AND THE MASTER FUND GENERAL PARTNER (WITH RESPECT TO THE MASTER FUND) CURRENTLY INTENDS EITHER TO RELY ON THE LIMITED TRADING EXEMPTION PROVIDED BY CFTC RULE 4.13(a)(3) (AS DESCRIBED BELOW) OR TO REGISTER AS A CPO WITH THE CFTC UNDER CFTC RULE 4.7 (AS DESCRIBED BELOW).

CFTC RULE 4.13(a)(3) EXEMPTS FROM REGISTRATION THE OPERATOR OF A COMMODITY POOL IF, AMONG OTHER THINGS, (A) THE 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 MARGIN 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; AND (B) INTERESTS IN THE POOL ARE EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT AND OFFERED AND SOLD WITHOUT MARKETING TO THE PUBLIC IN THE UNITED STATES. IF THE INVESTMENT MANAGER AND/OR THE MASTER FUND GENERAL PARTNER DETERMINES TO RELY ON THE EXEMPTION PROVIDED BY CFTC RULE 4.13(a)(3) AFTER DECEMBER 31, 2012, THEY WILL NOT BE REQUIRED TO DELIVER A DISCLOSURE DOCUMENT CONTAINING CFTC-PRESCRIBED INFORMATION TO PROSPECTIVE INVESTORS, NOR WILL IT BE REQUIRED TO PROVIDE INVESTORS WITH PERIODIC ACCOUNT STATEMENTS OR CERTIFIED ANNUAL REPORTS THAT SATISFY THE REQUIREMENTS OF CFTC RULES APPLICABLE TO REGISTERED CPOs.

IN THE EVENT THAT THE INVESTMENT MANAGER (WITH RESPECT TO THE COMPANY) AND THE MASTER FUND GENERAL PARTNER (WITH RESPECT TO THE MASTER FUND) DETERMINES TO OPERATE THE COMPANY AND/OR THE MASTER FUND AS A REGISTERED CPO FOLLOWING DECEMBER 31, 2012, THE INVESTMENT MANAGER AND THE MASTER FUND GENERAL PARTNER WILL RELY UPON CFTC RULE 4.7, WHICH EXEMPTS A REGISTERED CPO FROM CERTAIN DISCLOSURE AND OTHER REQUIREMENTS OTHERWISE APPLICABLE TO A REGISTERED CPO PROVIDED THAT, AMONG OTHER THINGS, (A) EACH INVESTOR IS A "QUALIFIED ELIGIBLE PERSON" AS DEFINED IN CFTC RULE 4.7 (WHICH INCLUDES A "QUALIFIED PURCHASER") AND (B) INTERESTS IN THE POOL ARE EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT AND OFFERED AND SOLD WITHOUT MARKETING TO THE PUBLIC IN THE UNITED STATES.

THEREFORE, IT IS EXPECTED THAT THIS OFFERING MEMORANDUM WILL NOT BE REQUIRED TO BE, AND WILL NOT BE, FILED WITH THE CFTC. THE CFTC DOES NOT PASS UPON THE MERITS OF PARTICIPATING IN A POOL OR UPON THE ADEQUACY OR ACCURACY OF AN OFFERING MEMORANDUM. CONSEQUENTLY, THE CFTC HAS NOT REVIEWED OR APPROVED, AND WILL NOT REVIEW OR APPROVE, THIS OFFERING, THIS OFFERING MEMORANDUM OR ANY OTHER OFFERING MEMORANDUM FOR THE COMPANY OR THE MASTER FUND.

IN MAKING AN INVESTMENT DECISION, EACH INVESTOR MUST RELY ON ITS OWN EXAMINATION OF THE COMPANY AND THE MASTER FUND AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED, AND SHOULD CONSULT WITH ITS ATTORNEYS AND ITS INVESTMENT, ACCOUNTING, REGULATORY, ERISA AND TAX ADVISORS TO DETERMINE THE CONSEQUENCES OF AN INVESTMENT IN THE COMPANY. PROSPECTIVE INVESTORS IN THE COMPANY ARE NOT TO CONSTRUE THE CONTENTS OF THIS OFFERING MEMORANDUM OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM OR ON BEHALF OF THE COMPANY OR THE MASTER FUND AS LEGAL, ACCOUNTING, INVESTMENT, REGULATORY, ERISA OR TAX ADVICE.

THIS OFFERING MEMORANDUM HAS BEEN PREPARED SOLELY FOR THE CONSIDERATION OF PROSPECTIVE INVESTORS IN THE COMPANY. DISTRIBUTION OR DISCLOSURE OF ANY OF THE CONTENTS OF THIS OFFERING MEMORANDUM WITHOUT THE PRIOR WRITTEN CONSENT OF THE INVESTMENT MANAGER IS PROHIBITED. EACH RECIPIENT HEREOF, BY

ACCEPTING DELIVERY OF THIS OFFERING MEMORANDUM, AGREES TO PROMPTLY RETURN IT AND ALL RELATED MATERIALS TO THE INVESTMENT MANAGER IF SUCH RECIPIENT DOES NOT UNDERTAKE TO PURCHASE ANY SHARES. THE DELIVERY OF THIS OFFERING MEMORANDUM DOES NOT IMPLY THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE ON THE COVER HEREOF. NO PERSON OTHER THAN THE INVESTMENT MANAGER HAS BEEN AUTHORIZED IN CONNECTION WITH THIS OFFERING TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN AS CONTAINED IN THIS OFFERING MEMORANDUM. THIS OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR OTHER JURISDICTION TO ANY PERSON OR ENTITY TO WHICH IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH STATE OR JURISDICTION.

THE SHARES HAVE NOT BEEN RECOMMENDED BY ANY UNITED STATES FEDERAL OR STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS OFFERING MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THE SHARES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT IN COMPLIANCE WITH THE SECURITIES ACT AND THE APPLICABLE STATE SECURITIES LAWS, OR PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. IN ADDITION, SHARES MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR HYPOTHECATED, IN WHOLE OR IN PART, EXCEPT AS PROVIDED IN THE COMPANY'S MEMORANDUM AND ARTICLES OF ASSOCIATION (AS AMENDED OR RESTATED FROM TIME TO TIME, THE "**ARTICLES**"). INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF AN INVESTMENT FOR AN INDEFINITE PERIOD.

CERTAIN STATEMENTS CONTAINED IN THIS OFFERING MEMORANDUM CONSTITUTE "FORWARD-LOOKING STATEMENTS," WHICH CAN BE IDENTIFIED BY THE USE OF FORWARD-LOOKING TERMINOLOGY SUCH AS "MAY," "WILL," "SHOULD," "EXPECT," "ANTICIPATE," "ESTIMATE," "AIM," "PROJECT," "TARGET," "INTEND," "CONTINUE" OR "BELIEVE," THE NEGATIVES THEREOF, OTHER VARIATIONS THEREON OR OTHER COMPARABLE TERMINOLOGY. DUE TO VARIOUS RISKS AND UNCERTAINTIES, INCLUDING THOSE LISTED HEREIN IN "VI. RISK FACTORS AND CONFLICTS OF INTEREST," ACTUAL EVENTS OR RESULTS, OR THE ACTUAL PERFORMANCE OF THE COMPANY, MAY DIFFER MATERIALLY FROM WHAT IS REFLECTED OR CONTEMPLATED IN SUCH FORWARD-LOOKING STATEMENTS. AS USED HEREIN, "$" OR "DOLLARS" MEANS U.S. DOLLARS, AND "BUSINESS DAY" MEANS ANY DAY EXCEPT A SATURDAY, SUNDAY OR OTHER DAY ON WHICH COMMERCIAL BANKS IN NEW YORK CITY ARE AUTHORIZED BY LAW TO CLOSE.

NOTWITHSTANDING ANY OTHER STATEMENT IN THIS OFFERING MEMORANDUM, THE BOARD OF DIRECTORS, THE INVESTMENT MANAGER AND THEIR RESPECTIVE ADVISORS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES AND PRINCIPALS AUTHORIZE EACH SHAREHOLDER OF THE COMPANY (A "**SHAREHOLDER**") AND EACH SHAREHOLDER'S EMPLOYEES, REPRESENTATIVES OR OTHER AGENTS, FROM AND AFTER THE COMMENCEMENT OF ANY DISCUSSIONS WITH ANY SUCH PARTY, TO DISCLOSE TO ANY AND ALL PERSONS, WITHOUT LIMITATION OF ANY KIND, THE TAX TREATMENT AND TAX STRUCTURE OF THE MASTER FUND AND THE COMPANY AND ANY TRANSACTION ENTERED INTO BY THE MASTER FUND OR THE COMPANY AND ALL MATERIALS OF ANY KIND (INCLUDING OPINIONS OR OTHER TAX ANALYSES) RELATING TO SUCH TAX TREATMENT OR TAX STRUCTURE THAT ARE PROVIDED TO SUCH SHAREHOLDER, EXCEPT FOR ANY INFORMATION IDENTIFYING THE BOARD OF DIRECTORS, THE INVESTMENT MANAGER OR THEIR RESPECTIVE ADVISORS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES AND PRINCIPALS, THE SHAREHOLDERS, THE COMPANY, THE MASTER FUND, ANY FEEDER FUND, ANY INVESTOR IN ANY FEEDER FUND OR (EXCEPT TO THE EXTENT RELEVANT TO SUCH TAX STRUCTURE OR TAX TREATMENT) ANY NONPUBLIC COMMERCIAL OR FINANCIAL INFORMATION.

THE MASTER FUND IS NOT HEREBY OFFERING ANY SECURITIES AND ACCORDINGLY THIS OFFERING MEMORANDUM IS NOT TO BE REGARDED AS HAVING BEEN AUTHORIZED OR ISSUED BY THE MASTER FUND. THE MASTER FUND DOES NOT HAVE AN OFFERING DOCUMENT OR EQUIVALENT DOCUMENT.

NO OFFER OR INVITATION TO SUBSCRIBE FOR SHARES MAY BE MADE TO THE PUBLIC IN THE CAYMAN ISLANDS.

THE DISCLOSURE OF U.S. FEDERAL TAX ISSUES CONTAINED IN THIS OFFERING MEMORANDUM IS LIMITED TO THE U.S. FEDERAL TAX ISSUES ADDRESSED HEREIN. ADDITIONAL ISSUES MAY EXIST THAT ARE NOT ADDRESSED IN THIS OFFERING MEMORANDUM AND THAT COULD AFFECT THE U.S. FEDERAL TAX TREATMENT OF THE MATTERS THAT ARE THE SUBJECT OF THIS OFFERING MEMORANDUM. THE TAX DISCLOSURE CONTAINED HEREIN WAS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING OF SHARES BY THE COMPANY, AND IT CANNOT BE USED BY ANY SHAREHOLDER FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE ASSERTED AGAINST THE SHAREHOLDER UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED. INVESTORS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

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I. EXECUTIVE SUMMARY

Piolet Partners Fund, Ltd. (the "**Company**") is a Cayman Islands exempted company limited by shares. The Company is hereby offering participating, non-voting shares (the "**Shares**") to certain prospective investors. Upon acceptance of their subscriptions, investors will become shareholders of the Company (the "**Shareholders**"). MaplesFS Limited ("**MFS**") is the holder of the Company's non-participating, voting shares (the "**Founders Shares**"). The Company will invest all or substantially all of its investable assets through a "master fund/feeder fund" structure in Piolet Partners Master Fund, L.P. (the "**Master Fund**"), a Cayman Islands exempted limited partnership.

Piolet Partners GP, L.P., a Delaware limited partnership (the "**Master Fund General Partner**"), is the general partner of the Master Fund. Piolet Capital LLC, a Delaware limited liability company registered in the Cayman Islands as a foreign company (the "**Master Fund Administrative General Partner**"), is the administrative general partner of the Master Fund. The Company and the Master Fund have retained Piolet Capital, L.P. (the "**Investment Manager**"), a Delaware limited partnership, to provide investment advice to and to exercise investment discretion over the Master Fund and also to provide risk management, research and other investment support services and investment analysis services to the Company and the Master Fund. Nadim Razzouk and Steven M. Weinstein are the portfolio managers for the Master Fund (the "**Principals**"), and will manage the Master Fund's portfolio as officers of the Investment Manager. Each of the Principals has over 15 years of senior level experience in investing capital in the investment strategies to be employed by the Master Fund. Mr. Razzouk has extensive expertise in analyzing, generating and implementing shorter term equity trading strategies. Mr. Weinstein has been responsible for directing and executing convertible arbitrage as well as special situations strategies. Mr. Razzouk, Mr. Weinstein and the Investment Manager's other investment professionals will use their respective and complementary investment expertise in these areas to form the core, but not exclusive, investment strategies of the Master Fund: equity trading, convertible arbitrage and special situations. See "IV. Management."

The Investment Manager believes that a nimble fund that trades aggressively will be able to take advantage of opportunities across equities, convertibles, special situations and other investment strategies that the Investment Manager may implement from time to time. The Investment Manager believes that the backgrounds of the Principals as aggressive traders with a strong focus on risk management, will aid the Investment Manager in capitalizing on such opportunities. The Investment Manager believes that because both the macroeconomic and microeconomic landscapes have been rapidly changing worldwide, it is imperative not to be "married" to positions. Therefore, the Investment Manager believes a fund and an approach with core strategies each focusing on shorter term opportunities, liquidity and aggressive trading with experienced portfolio managers is well-suited to take advantage of opportunities. The Investment Manager expects to actively allocate capital among the Master Fund's strategies, adjusting to market conditions and opportunities. Additionally, the interests of the Investment Manager and its Principals will be aligned with those of the Investors because the Principals will be invested in the Company and/or the Onshore Feeder (as defined below) and compensated based on the Master Fund's aggregate performance, and not the performance of any particular strategy. See "III. Investment Overview.

An investment in the Company and, in turn, the Company's investment as a limited partner of the Master Fund, involve a high degree of risk, including the risk of a complete loss of capital, and is suitable only for sophisticated investors. See "VI. Risk Factors and Conflicts of Interest." Each of the Company and the Master Fund is a new entity and, as such, has no operating history. No assurance can be given that the Master Fund's investment objectives will be achieved or that its strategies will be successful. The Master Fund's investment results may vary substantially on a daily, monthly, quarterly or annual basis. Furthermore, no assurance can be given that any risk control mechanisms will be adequate to safeguard against significant losses. Any historical performance contained herein (or in any other written materials) of the Investment Manager, its affiliates, their principals or any other collective investment vehicles or arrangements managed by such persons, is not predictive of future results of the Master Fund. Prospective investors should carefully read this Offering Memorandum, the Articles, and the agreement of limited partnership of the Master Fund.

Investors should have the financial ability and willingness to accept the risks and lack of liquidity that are characteristic of an investment in the Company. The risks of an investment in the Company (and, indirectly, the Master Fund) include, but are not limited to, the speculative nature of the Master Fund's strategies and the expenses that the Company and the Master Fund will incur regardless of whether any profits are earned. The contents of this Offering Memorandum should not be considered to be legal, tax, investment, ERISA, regulatory, financial or other advice and each prospective investor should consult with its own counsel and advisors as to all legal, tax, investment, regulatory, financial and related matters concerning an investment in the Company.

As discussed in "VIII. Certain Tax and Regulatory Considerations," prospective investors may not use the tax summaries in this Offering Memorandum for the purpose of avoiding penalties that may be asserted against such prospective investors under the U.S. Internal Revenue Code of 1986, as amended.

II. SUMMARY OF KEY TERMS

The following summary of key terms is not meant to be exhaustive and is qualified in its entirety by the governing documents of the Company and the Master Fund and by the other documents referenced herein. A more detailed explanation of the principal terms of the Company and the Master Fund is contained in "V. Summary of Principal Terms."

KEY TERMS	
GENERAL	
Investor Qualification:	Accredited investors and qualified purchasers or non-U.S. persons only
Minimum Investment:	$1,000,000, subject to waiver at the discretion of the Company's board of directors
Term:	Perpetual until dissolved
Subscription Proceeds:	Completed subscription materials with respect to initial subscription of Shares must be received by the Administrator at least ten business days prior to the issuance of Shares. Additional subscriptions for Shares accepted not more frequently than once every month and must be at least $250,000, subject to waiver at the discretion of the Company's board of directors
FEES, ALLOCATIONS & EXPENSES	
Management Fee:	1.5% per annum
Incentive Allocation:	20% of realized and unrealized net profits
High Water Mark:	No incentive allocation until prior net losses are recovered
Expenses:	The cost of all offering, organizational and operating expenses of the Master Fund, the Company and any other feeder funds will be aggregated and generally will be shared *pro rata* among the investors in all such funds
Classes of Shares Offered:	Participating, non-voting shares. The Company may also offer different classes of shares denominated in other currencies or with such other terms as may be determined in the discretion of the Investment Manager
LIQUIDITY	
Redemption Dates / Notice Period:	The last day of any calendar quarter upon at least 45 days' notice
Retained Amount:	3% of the redemption amount within one year of the applicable capital contribution will be retained for the benefit of other investors
Fund-Level Gate:	The General Partner and the general partner of the Master Fund may grant redemption requests on a *pro rata* basis so that not more than 25% of the Master Fund's net asset value will be redeemed on any redemption date
Voluntary Redemption Notice:	45 days
SERVICE PROVIDERS	
Auditor:	KPMG
Administrator:	SS&C Fund Services N.V.
Prime Broker:	Credit Suisse Securities (USA) LLC and Morgan Stanley & Co. LLC
U.S. Counsel:	Davis Polk & Wardwell LLP
Cayman Counsel:	Maples and Calder
Directors:	Eric Andersen and Angeliek Jacobs

III. INVESTMENT OVERVIEW

The following description of the Master Fund's investment strategy is general in nature and is not exhaustive. The Master Fund's investment strategy is proprietary and may be modified to account for changing market conditions and other factors. The Investment Manager reserves the right to alter any investment policy or strategy of the Master Fund as deemed appropriate from time to time in its discretion without obtaining investor approval, provided such changes are consistent with the investment objectives of the Master Fund. There can be no assurance that the following investment objectives will be achieved, and results may vary substantially over time. Please see "VI. Risk Factors and Conflicts of Interest" for a detailed discussion of the risks and conflicts of interests associated with an investment in the Company.

Investment Overview

Investment Allocation

The Investment Manager employs an investment approach that seeks to provide investors positive annual returns with relatively low volatility. The core strategies currently employed by the Master Fund include short-term equity trading, convertible arbitrage and special situations. The Principals actively allocate capital among these, and potentially other, strategies depending on their assessment of the opportunities available and risk/reward characteristics of each individual strategy from time to time.

The Investment Manager seeks to apply a disciplined approach to managing market, financial and position risk within all of the strategies that it utilizes for the Master Fund, but does plan to hedge all exposures at all times. The Investment Manager believes that it is necessary to take some risks in order to achieve its desired results. There is expected to be a risk committee consisting of the Principals and one other individual, with a "majority" rule for determining position size and risk questions as well as resolving materially differing opinions between the Principals regarding positions. Each strategy will have its own risk management limits set by the risk committee and the Master Fund will also have overall risk management guidelines managed by the risk committee. The Investment Manager does not believe that leverage is an "edge" but may use leverage across different strategies in its sole discretion. In general, higher levels of leverage are used in instances where the Investment Manager believes that risks can be clearly isolated and liquidity is well known (*e.g.*, deep in-the-money, readily convertible bonds).

The Master Fund's assets are not necessarily allocated to all strategies at all times, and assets may be concentrated in one or more strategies for extended periods of time. In addition, other strategies may be utilized by the Investment Manager from time to time in its sole discretion and without prior notice to investors.

Long-Short Equity Strategy

Mr. Razzouk manages the long-short equity strategy which primarily involves taking long positions in stocks that are expected to increase in value and taking short positions in stocks that are expected to decrease in value. This strategy attempts to generate positive returns and reduce overall volatility by diversifying and hedging positions across regions, industries and sectors.

A long-short equity strategy can be deployed with varying degrees of risk tolerance. The Investment Manager will generally employ this strategy striving for superior risk-adjusted returns generated with less-than-market correlation and with less-than-market volatility.

The Investment Manager's process for this strategy includes using both top-down macro and sector analysis as well as single stock fundamental analysis and then utilizing the Principals' technically driven trading skills. In addition, the strategy is governed by a rigorous risk-management policy that seeks to adjust to market volatility so as to shrink position sizes as the market becomes more volatile as a whole.

The Investment Manager will use fundamental analysis to invest in short-term catalyst driven opportunities and utilize the Principals' technical trading skills to invest in securities that the Principals believe are over-

extended and will revert in the short-term. The Investment Manager actively screens many large and mid-cap stocks using numerous technical indicators and then often re-screens what it considers to be the most attractive candidates against the Investment Manager's fundamental views. Position sizing is often a function of how well the Investment Manager's technically derived stock selections align with its fundamental analysis.

Examples of investments that may be made as part of the long-short strategy include, but are not limited to:

- trading moves in securities that the Investment Manager views as over-extended based on its technical analysis;

- trading securities that screen technically attractive that have an event or catalyst driven thesis for individual names or sectors;

- trading securities with significant price movements due to a liquidity event such as a large block trade, a secondary stock offering or a new issue offering;

- trading securities with significant price moves due to an event such as an earnings announcement, acquisition or sale of assets, management changes, broker recommendation changes etc.; and

- trading securities or exchange traded funds ("**ETFs**") in order to hedge the long-short portfolio.

The Investment Manager will generally seek to diversify the portfolio across industries; however, investment positions may be concentrated in a relatively small number of industries and positions from time to time. The Investment Manager will seek to primarily, but not exclusively, invest in the U.S. and European equity markets and portfolio positions will be primarily, but not exclusively, large- and mid-capitalization equity securities. Position size across this portion of the portfolio may be determined based on the Investment Manager's assessment of, among other factors it may consider relevant, the risk, reward and liquidity of the position.

Convertible Arbitrage

Mr. Weinstein manages the convertible arbitrage strategy. Convertible securities arbitrage attempts to extract value from the option "embedded" in convertible securities when such options appear mispriced relative to similar stand-alone options or historical volatility levels. The volatility of the security underlying an option typically is a key component of the option's price. Accordingly, the price of the option implies an expected level of volatility for the underlying security. Many convertible securities have historically traded at prices that imply a level of volatility in the underlying security that is more or less than similar options or historical or realized volatility levels. This means that the market has had a tendency to implicitly misvalue the optionality of the convertible security. It is this mispricing that can create an arbitrage opportunity.

Typically, when the Investment Manager believes embedded options appear "cheap" (under-valued), the arbitrage involves purchasing the convertible security and hedging the equity sensitivity of the option by selling short the underlying security. Options and derivatives can be used to create all or part of the hedge. Alternatively, when the embedded option appears "rich" (over-valued), the arbitrage typically involves selling short the convertible security and hedging by purchasing the underlying security or options or derivatives thereof. In either case, the Investment Manager typically seeks to hedge certain interest rate or currency risks associated with the arbitrage, and may purchase or sell listed or over-the-counter derivatives to hedge against change in the volatility in the underlying security or the overall equity market. The proceeds of the short sale or other borrowed funds may be used to fund the purchase of the "long" side of the arbitrage, which results in leverage.

Examples of investments that may be made as part of the convertible arbitrage strategy include, but are not limited to:

- receiving coupon interest or dividend payments from the convertible securities held long in excess of the Master Fund's cost of borrowed funds to finance the position, and coupon interest or dividend payments made on short positions;

- making short-term trading profits from adjusting the amount of the underlying security that is hedging the convertible security, due to changes in the price and volatility of the underlying security (a process known as "dynamic" hedging or "delta trading");

- realizing changes in the implied volatility of the convertible security by adding to or unwinding the arbitrage position itself;

- purchasing convertible securities where the embedded option is deep in-the-money and hedging the underlying security, resulting in a position that resembles a synthetic put;

- purchasing predominantly investment grade convertible securities where the embedded option is significantly out-of-the-money ("busted") and hedging lightly, resulting in a position that resembles a cheap out-of-the-money call;

- purchasing or shorting mandatory convertible or exchangeable preferred shares hedged with the underlying security, which results in the trading in securities that resemble trading in a structured call spread;

- arbitraging credit mispricing in the convertible market by hedging the convertibles with corporate debt, other convertibles or swaps of the same issuer;

- trading the above strategies with an event or catalyst driven thesis for individual names or sector; and

- trading systemic moves and opportunities in the convertible due to its size and supply/demand characteristics causing sharp over/under pricing across the market as a whole.

The Investment Manager will generally seek to actively trade the convertible securities portion of the portfolio as well as to diversify the portfolio across industries. Convertible securities investment opportunities may be concentrated in a relatively small number of industries and positions for extended periods of time. Position size across this portion of the portfolio may be determined based on the Investment Manager's assessment of, among other factors it may consider relevant, the risk, reward and liquidity of the position.

Although arbitrage trades of the types discussed above are generally expected to constitute a substantial portion of this segment of the Master Fund, the Investment Manager may also buy or sell "mispriced" convertible securities, warrants or other instruments that present attractive opportunities other than in connection with arbitrage trades (*i.e.*, without hedging the equity exposure or other risks of the instrument). The Master Fund may invest in convertible securities or other fixed income instruments of any credit rating, including those that are below investment grade, typically known as "junk bonds." The convertible arbitrage segment of the portfolio is expected to consist of predominantly investment grade securities issued by U.S. companies as well as by non-U.S. companies, and securities may be denominated in U.S. dollars or foreign currencies, although a significant portion of convertible arbitrage investments may be in the form of securities that are below investment grade or credit.

Special Situations

Mr. Weinstein manages the special situations strategy. The Investment Manager typically seeks to identify shorter term opportunities or themes in undervalued or overvalued companies or sectors. This strategy depends upon a combination of a strong fundamental analysis and an intimate understanding of deal dynamics, hedging and risk analysis.

Examples of investments that may be made as part of the special situations strategy include, but are not limited to:

- spinoffs;
- restructurings;
- holding company arbitrage;
- capital structure arbitrage;
- mergers;
- post-bankruptcy/re-organization equities; and
- litigation.

The Investment Manager believes that special situations investments may provide uniquely attractive risk-adjusted returns. Special situations investments may include securities that have moved to depressed prices as the result of investor disinterest (*i.e.*, spin-offs, restructuring, or downgrades), or cannot be properly valued by most investors because complex ownership structures make it difficult to properly assess value, thereby leading to potentially significantly discounted valuations. In addition, special situations also include capital structure arbitrage investments where the Investment Manager may identify potential arbitrage opportunities within a company which, for example, may take the form of investments in long bonds and short stock, or long convertible securities and short bonds.

The Master Fund's investment activities are not limited to the strategies and/or techniques described above. Rather, the Master Fund may pursue any investment strategy and/or investment technique, or invest in any security or instrument, including options or warrants, that the Investment Manager determines in its sole discretion to be appropriate for the Master Fund from time to time and without notice to the investors. The Investment Manager may, in its sole discretion and without notice to any investor (i) discontinue the use of any or all strategies, models and/or investment techniques that the Master Fund may utilize or (ii) materially increase or decrease the Master Fund's exposure to any strategies, models and/or investment techniques.

Risks Involved

No assurance can be given that the Master Fund's investment objective will be achieved or that its strategies will be successful. The Master Fund's investment results may vary substantially on a daily, monthly, quarterly or annual basis. Furthermore, no assurance can be given that any risk control mechanisms will be adequate to safeguard against significant losses. See VI. "Risk Factors and Conflicts of Interest." The contents of this Offering Memorandum should not be considered to be legal, tax, investment, ERISA, regulatory, financial or other advice and each prospective investor should consult with its own counsel and advisors as to all legal, tax, investment, regulatory, financial and related matters concerning an investment in the Company.

As discussed in "VIII. Certain Tax and Regulatory Considerations," prospective investors may not use the tax summaries in this Offering Memorandum for the purpose of avoiding penalties that may be asserted against such prospective investors under the U.S. Internal Revenue Code of 1986, as amended.

IV. MANAGEMENT

Master Fund General Partner and Investment Manager

Piolet Partners GP, L.P., a Delaware limited partnership (the "**Master Fund General Partner**"), is the general partner of the Master Fund. Piolet Capital LLC, a delaware limited liability company registered in the Cayman Islands as a foreign company (the "**Master Fund Administrative General Partner**"), is the administrative general partner of the Master Fund. The Company and the Master Fund have retained Piolet Capital, L.P. (the "**Investment Manager**"), a Delaware limited partnership, pursuant to an investment management agreement (the "**Investment Management Agreement**"), to provide investment advice to and to exercise investment discretion over the Master Fund and also to provide risk management, research and other investment support services and investment analysis services to the Company and the Master Fund. See "V. Summary of Principal Terms—Exculpation and Indemnification" below. Neither the Investment Manager or the Master Fund General Partner is currently registered as an investment adviser with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended (the "**Advisers Act**"), but either or both may become registered in the future.

The Master Fund may trade commodity futures, commodity option contracts and/or swaps ("**Commodity Interests**") and may therefore be considered a commodity pool (a "**Pool**") under the Commodity Exchange Act and the rules of the U.S. Commodity Futures Trading Commission ("**CFTC**") thereunder. The Company may be considered a commodity pool by virtue of its investment in the Master Fund. Each of the Investment Manager (with respect to the Company) and the Master Fund General Partner (with respect to the Master Fund) expects to be exempt from registration with the CFTC as a commodity pool operator ("**CPO**") pursuant to CFTC rule 4.13(a)(4) through December 31, 2012 on the basis that, among other things, (*a*) each investor is either (*i*) a natural person who is a "qualified eligible person" as defined in CFTC Rule 4.7(a)(2) (which includes a "qualified purchaser" under the Investment Company Act) or (*ii*) a non-natural person that is either an "accredited investor" or a "qualified eligible person" as defined under CFTC Rule 4.7 and (*b*) Shares in the Company and interests in the Master Fund are exempt from registration under the Securities Act and offered and sold without marketing to the public in the United States. Therefore, the Investment Manager and the Master Fund General Partner are not currently required to deliver a disclosure document containing CFTC-prescribed information to prospective investors, nor will they be required to provide investors with periodic account statements or certified annual reports that satisfy the requirements of CFTC rules applicable to registered CPOs.

The exemption provided by CFTC Rule 4.13(a)(4) was rescinded effective April 24, 2012. As a result, each of the Investment Manager (with respect to the Company) and the Master Fund General Partner (with respect to the Master Fund) will no longer be able to rely on such exemption after December 31, 2012. Following such date, each of the Investment Manager (with respect to the Company) and the Master Fund General Partner (with respect to the Master Fund) currently intends to rely on the limited trading exemption provided in CFTC Rule 4.13(a)(3) or to register as a CPO with the CFTC under CFTC Rule 4.7.

CFTC Rule 4.13(a)(3) exempts from registration the operator of a commodity pool if, among other things, (*a*) the 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 margin 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 and (*b*) interests in the pool are exempt from registration under the Securities Act and offered and sold without marketing to the public in the United States. If the Investment Manager and/or the Master Fund General Partner determines to rely on CFTC Rule 4.13(a)(3) after December 31, 2012, they will not be required to deliver a disclosure document containing CFTC-prescribed information to prospective investors, nor will they be required to provide investors with periodic account statements or certified annual reports that satisfy the requirements of CFTC rules applicable to registered CPOs. In the event that the Investment Manager (with respect to the Company) and the Master Fund General Partner (with respect to the Master Fund) determines to operate the applicable vehicle as a registered CPO following December 31, 2012, the Investment Manager and the Master Fund General Partner will rely upon CFTC Rule 4.7, which exempts a registered CPO from certain disclosure and other requirements otherwise applicable to a registered CPO provided

that, among other things, (*a*) each investor is a "qualified eligible person" as defined in CFTC Rule 4.7 (which includes a "qualified purchaser") and (*b*) interests in the Pool are exempt from registration under the Securities Act and offered and sold without marketing to the public in the United States.

Therefore, it is expected that this Offering Memorandum will not be required to be, and will not be, filed with the CFTC. The CFTC does not pass upon the merits of participating in a Pool or upon the adequacy or accuracy of an offering memorandum. Consequently, the CFTC has not reviewed or approved, and will not review or approve, this offering, this Offering Memorandum or any other offering memorandum for the Company or the Master Fund.

Board of Directors

Eric Andersen, Director

Mr. Andersen is a Director of Eclipse Consulting LLC and Eclipse Management B.V., a company management firm licensed and regulated by the Central Bank under the laws of Curaçao. Previously, he served as operations manager of Citco Fund Services in Curacao and was the Managing Director of Amicorp Fund Services N.V. He founded Eclipse Consulting LLC in January 2004. Mr. Andersen currently serves as the Chairman of the Board of the Dutch Caribbean Securities Exchange, a Co-Chairman of the Funds Industry Association of Curacao, is the author of articles in publications targeted to the hedge fund industry and has participated as a lecturer in the Certificate Program for Investment Funds sponsored by the University of the Netherlands Antilles. His experience in the hedge fund industry began in 1987 working for companies including MeesPierson Fund Services (currently Credit Suisse Prime Fund Services) and Price Waterhouse (currently PriceWaterhouse Coopers). Mr. Andersen is a certified public accountant in the state of California.

Angeliek Jacobs, Director

Ms Jacobs is a lawyer and is a Director of Eclipse Management B.V., a company management firm licensed and regulated by the Central Bank of Curaçao under the laws of Curacao. She currently serves as director of a number of offshore hedge funds domiciled in Curacao, the Cayman Islands and the British Virgin Islands. Ms. Jacobs has worked in the offshore sector in the Curacao market since 2007. She has held various positions at Amicorp Curacao B.V., including Commercial Coordinator, Team Leader and Senior Relations Manager. Prior to this Ms. Jacobs held positions in Holland in the enterprise credit sector where she represented clients in court. She graduated from the University of Groningen, Holland in 2004, is an associate member of the Antillean Lawyers Association and is also a member of the Institute of Directors, London. Ms. Jacobs is a Dutch citizen and currently resides in Curacao.

The Principals

Nadim Razzouk and Steven M. Weinstein are the portfolio managers for the Master Fund (the "**Principals**"), and will manage the Master Fund's portfolio as officers of the Investment Manager and, in that capacity, exercise discretionary authority in selecting trades and determining the allocation of the Master Fund's investments.

The Principals' bios are presented below:

Nadim Razzouk, Principal

Mr. Razzouk began his Wall Street career in 1989 as an Analyst on the high yield securities desk of Mabon Securities. He co-founded Victoire Finance Capital LLC ("**VFC**"), formerly Shoreline, in 1996. VFC is a long-short hedge fund that targets absolute returns with reduced market correlation and has an emphasis on capital preservation. Mr. Razzouk acted as the CIO and portfolio manager of VFC from 1996 to 2012, and was responsible for the trading strategy. At VFC, Mr. Razzouk managed the private wealth of a handful of families, approximately $100 million at the peak and $70 million on average over the course of VFC's life, which he had grown from $1 million at inception in 1996. VFC out-performed the S&P and the Credit Suisse Tremont indices in 12 of these 17 years. In 2004, Mr. Razzouk co-founded Victoire Brasil

Investimentos, an independent investment management company based in São Paulo, Brazil specializing in equity portfolio management for institutional and private investors, with assets under management of approximately $958 million, and sold his stake in 2008. Other direct investments included a stake in Amicorp Financial Services, later sold to SS&C Fund Services N.V. Mr. Razzouk also co-founded Sindicatum Sustainable Resources, a Singapore-based developer, owner and operator of clean energy projects worldwide and a producer of sustainable resources from natural products and waste with approximately $300 million of capital, where he remains a shareholder. Mr. Razzouk graduated from Syracuse University with a B.A. in 1989.

Steven M. Weinstein, Principal

Mr. Weinstein co-founded SuttonBrook Capital Management LP, which managed a multi-strategy market neutral fund. SuttonBrook launched in April 2002 and grew to manage assets at its peak of north of $2.3 billion. Mr. Weinstein was the portfolio manager in charge of the Convertible Arbitrage strategy as well as co-portfolio manager on the Special Situations portfolio. During his years co-running SuttonBrook he was also the primary partner responsible for managing risk and developing counter-party relationships. Mr. Weinstein retired from SuttonBrook as of June 30, 2009. Prior to SuttonBrook, Mr. Weinstein was a Managing Director at Merrill Lynch Investment Managers in the Merrill Lynch Quantitative Advisers group (2000-2001). He managed the Merrill Lynch Convertible Arbitrage Fund and the convertible arbitrage portion of the Merrill Lynch Equity Arbitrage Fund ($341 million in equity as of Mr. Weinstein's departure). Before joining Merrill, Mr. Weinstein managed the proprietary convertible arbitrage book at Lehman Brothers from 1996 to 2000. In addition, he was responsible for managing the global risk for the Lehman Brothers convertible business and was active in convertible market making and structuring. At Lehman, he also analyzed and managed a portfolio of "special situation" equities, Reg.-D convertible securities and capital structure trades. From 1993 to 1996, Mr. Weinstein helped manage and trade the domestic convertible arbitrage portfolio at Highbridge Capital Management. Prior to joining Highbridge, Mr. Weinstein worked in the convertible securities department at Mabon Securities (1992-1993) in sales, trading and research. Mr. Weinstein received his MBA from Columbia Business School in 1992 where he was a finance major and teaching assistant in real estate finance. Mr. Weinstein received his B.A. from the College of Arts and Sciences at Cornell University in 1988, with a government major. In addition to the above experience Mr. Weinstein has participated in several real estate and private equity investments.

Shares and Shareholders

The authorized capital of the Company is (i) 50,000 divided into 1,000 non-participating, voting shares of a par value of $1.00 each (the "**Founder Shares**") and (ii) 4,900,000 participating, non-voting shares (the "**Shares**") of a par value of $0.01.

MaplesFS Limited ("**MFS**"), a company incorporated in the Cayman Islands licensed to carry on trust business, will hold all of the Founder Shares, as trustee, pursuant to a declaration of trust under Cayman Islands law (the "**Declaration of Trust**") by which MFS holds all the issued Founder Shares in trust with power to benefit certain qualified charities. The Founder Shares possess the exclusive voting rights of the Company (except in respect of any proposed variation or abrogation of rights materially adversely affecting the Shares or any class of Shares) and will not participate in the Company's investments. Each Founder Share confers upon the holder thereof the right to receive notice of, and to attend and vote at, general meetings of the Company.

The holders of Founder Shares are:

(a) entitled to one vote per Founder Share;

(b) not entitled to any dividends in respect of the Founder Shares;

(c) in the event of a winding up or dissolution of the Company, whether voluntary or involuntary or for the purposes of a reorganization or otherwise or upon any distribution

of capital, entitled, *pari passu* with the holders of Shares, to an amount equal to the capital paid up on the Founder Shares but to no other or further amount; and

(d) not subject to redemption or repurchase of the Founder Shares whether at the option of the Company or the holder.

Under the terms of the Declaration of Trust, MFS will not be liable for any loss to the trust fund howsoever arising or for the negligence, willful default or fraud of any agent employed by MFS or by reason of any mistake or omission made in good faith by MFS or by reason of any other matter or thing except the actual fraud or willful default on the part of MFS. Under the terms of the Declaration of Trust, MFS, in consultation with the Investment Manager, may exercise or refrain from exercising all voting rights attaching to the Founder Shares.

The Investment Manager will enter into an expenses agreement with MFS (the "**Expenses Agreement**") to formalize the agreement between the Investment Manager and MFS with respect to MFS's provision of certain trustee and related services pursuant to the Declaration of Trust, which agreement will provide for certain fees to be paid by the Investment Manager to MFS for the provision of its services as trustee. The Investment Manager will be reimbursed by the Master Fund for such fees that it pays to MFS. The Expenses Agreement will provide that it will continue in force for as long as the trust of the Founder Shares will be in existence.

The Company currently is offering two classes of participating, non-voting Shares (each, a "**Class**") to qualified investors as follows:

Class	Participation in New Issues
Class A1	New Issues Eligible
Class A2	New Issues Restricted

The foregoing classes of Shares will be issued to each Shareholder based upon such Shareholder's eligibility to participate in profits and losses attributable to the Master Fund's investments in new issues.

The Shares have a par value of U.S. $0.01 per share and the functional currency of both classes of Shares is the U.S. dollar. The Company reserves the right to issue shares denominated in non-U.S. currencies (the "**Non-USD Shares**") or such other terms as may be determined in the discretion of the Investment Manager.

The holders of Shares are:

(a) not entitled to attend or vote at general meetings of the Company;

(b) entitled to any dividends that the Directors may from time to time declare;

(c) in the event of a winding up or dissolution of the Company, whether voluntary or involuntary or for the purposes of a reorganization or otherwise or upon any distribution of capital, entitled *pari passu* to share in the surplus assets of the Company in accordance with the Shares' net asset value after the payment of all creditors; and

(d) entitled, and subject, to redemption or repurchase of the Shares.

The proceeds from the issue of Shares of any Class and/or series will be applied in the books of the Company to the separate account (each a "**Separate Account**") established for Shares of that Class and/or series. The assets and liabilities and income and expenditure attributable to that Separate Account will 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 rights which any Shareholders referable to that Class and/or series have against the Company will be extinguished and the Shareholders referable to that Class and/or series will have no recourse against the assets of any other Separate Account established by the Company.

V. SUMMARY OF PRINCIPAL TERMS

*The following is a summary of certain information set forth more fully elsewhere in the Memorandum and Articles of Association of the Company (as may be amended or restated from time to time, the "**Articles**") and the Amended and Restated Agreement of Limited Partnership of the Master Fund (as may be amended or restated from time to time, the "**Master Fund Partnership Agreement**"), forms of which will be provided or will be available to each prospective investor prior to acceptance of any subscription. This summary is qualified by, and should be read in conjunction with, such more detailed information.*

The Company and the Master Fund... Piolet Partners Fund, Ltd. (the "**Company**") is a Cayman Islands exempted company limited by shares. The Company will invest all or substantially all of its investable assets through a "master fund/feeder fund" structure in Piolet Partners Master Fund, L.P. (the "**Master Fund**"), a Cayman Islands exempted limited partnership, and will be a limited partner of the Master Fund (a "**Master Fund Limited Partner**").

Investment Objective..... The Investment Manager employs an investment approach that seeks to provide investors positive annual returns with lower volatility. The core strategies currently employed by the Master Fund include short-term equity trading, convertible arbitrage and special situations. The Investment Manager actively allocates capital among these and potentially other strategies depending on their assessment of the opportunities available and risk/reward characteristics of each individual strategy from time to time. See "III. Investment Overview."

Master Fund General Partner..... Piolet Partners GP, L.P., a Delaware limited partnership, is the general partner of the Master Fund (in such capacity, the "**Master Fund General Partner**"). Piolet Capital LLC, a Delaware limited liability company registered in the Cayman Islands as a foreign company (the "**Master Fund Administrative General Partner**"), is the administrative general partner of the Master Fund.

Board of Directors..... The Company has a board of directors (the "**Board of Directors**") with overall responsibility for the management of the Company. Eric Andersen and Angeliek Jacobs (each, a "**Director**") serve as the members of the Board of Directors. See "IV. Management."

Investment Manager ..... The Company and the Master Fund have retained Piolet Capital, L.P. (the "**Investment Manager**"), a Delaware limited partnership, to provide investment advice to the Company and the Master Fund and also to provide risk management, research and other investment support services and investment analysis services to the Company and the Master Fund.

Principals..... Nadim Razzouk and Steven M. Weinstein are the portfolio managers for the Master Fund (the "**Principals**"), and will manage the Master Fund's portfolio as officers of the Investment Manager. See "IV. Management."

Admission of Shareholders ..... Pursuant to this Offering Memorandum, participating, non-voting shares of the Company (the "**Shares**") are being offered and sold to certain eligible investors (the "**Shareholders**") in private placements at an initial purchase price equal to $1,000 per Share (or the non-U.S. dollar equivalent thereof for the Non-USD Shares (as defined below), if any). The Shares will be issued in uncertificated, book-entry form only. Shareholders must be "accredited investors" under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), and "qualified purchasers" under the U.S. Investment Company Act of 1940, as amended (the "**Investment Company Act**").

Classes of Shares..... The Company currently is offering two classes of participating, non-voting shares (collectively, the "**Shares**") to qualified investors as follows:

Class	Participation in New Issues
Class A1	New Issues Eligible
Class A2	New Issues Restricted

The foregoing classes of Shares will be issued to each Shareholder based upon such Shareholder's eligibility to participate in profits and losses attributable to the Master Fund's investments in new issues.

The Shares have a par value of U.S. $0.01 per share and the functional currency of both classes of Shares is the U.S. dollar. The Company reserves the right to issue shares denominated in non-U.S. currencies (the "**Non-USD Shares**") or with such other terms as may be determined in the discretion of the Investment Manager.

The Company may also issue additional share classes that may vary from the foregoing classes of Shares, including, but not limited to, with respect to (i) currency of issue, (ii) minimum investment requirements, (iii) fees, and (iv) liquidity terms.

Series of Shares..... Solely for the purpose of permitting the Incentive Allocation (as defined below) to be calculated separately to reflect different returns achieved as a result of the subscription for Shares at different times, the Company will generally establish and issue a separate series (a "**Series**") of each class for each date on which Shares of each such class are issued. Apart from the differing Incentive Allocation, each Series of Shares will participate in the Company's profits and losses in the same manner as all other Series of the relevant class of Shares. Each separate Series of Shares will be identified by the month and year of its issuance (e.g., Class A1 Series 1/10, Class A1 Series 02/10, etc.). The net asset value per Share of all Shares of a Series will be the same. Shares of any Series will be offered at an initial purchase price equal to $1,000 per Share (or the non-U.S. dollar equivalent thereof for the Non-USD Shares, if any).

Any issued and outstanding Series of each class of Shares will be converted by way of redemption and reissue into Shares of a new Series of such class with a net asset value of $1,000 per Share (or the non-U.S. dollar equivalent thereof for the Non-USD Shares, if any) (a "**New Series**") (after allocation of any Incentive Allocation and payment of any fees and expenses by the Master Fund) at the end of a fiscal year (a "**Series Roll-Up**"); provided that no such conversion will occur with respect to a Series if at the end of the fiscal year a balance exists in the Loss Recovery Account (as defined below) maintained for such Series. Shares of any class issued on the first day of the fiscal year following any Series Roll-Up will be offered as additional Shares of the New Series at a purchase price per Share equal to $1,000 per Share (or the non-U.S. dollar equivalent thereof for the Non-USD Shares, if any).

Minimum Initial Investment..... The minimum initial investment is $1,000,000 (or the non-U.S. dollar equivalent thereof for the non-USD Shares, if any). The Board of Directors may waive the minimum investment in any particular case, *provided* the minimum initial investment is not less than $100,000 (or the non-U.S. dollar equivalent thereof for the non-USD Shares, if any).

Minimum Additional Investment..... The minimum additional investment by any Shareholder must be at least $250,000 (or the non-U.S. dollar equivalent thereof for the non-USD Shares, if any), subject to waiver at the discretion of the Board of Directors.

Minimum Partial Withdrawal..... The minimum partial redemption by any Shareholder must be at least $250,000 (or the non-U.S. dollar equivalent thereof for the non-USD Shares, if any), subject to waiver at the discretion of the Board of Directors.

Minimum Remaining Balance..... Following a redemption, the minimum remaining value of any Shareholder's Shares must be at least $250,000 (or the non-U.S. dollar equivalent thereof for the non-USD Shares, if any), subject to waiver at the discretion of the Board of Directors.

Subscriptions..... The Board of Directors has the right, in its sole and absolute discretion, to accept, or to decline to accept, any subscription for Shares, in whole or in part, for any or no reason. subscriptions will be permitted on the first day of any calendar month (or if the first day of any calendar month is not a business day, then the following business day) or any other times as determined by the Board of Directors (each such date, a "**Subscription Date**"). Subscriptions for Shares must be made in cash. Notwithstanding the foregoing, the Board of Directors, in its sole discretion, may allow subscription payments to be made to the Company in-kind (either partially or fully). Such in-kind payments will be valued by the Board of Directors (or any party designated by the General Partner) as of the date of acceptance by the Company at their fair market value.

The Board of Directors may, in its sole discretion, "close" the Company at any time by refusing to (i) allow the issuance of Shares to new Shareholders and/or (ii) accept additional

subscriptions by existing Shareholders, without notice to the Shareholders. Notwithstanding the foregoing, the Board of Directors may, in its sole discretion, reopen the Company on any date in its sole discretion.

Completed subscription materials with respect to initial and additional subscriptions for Shares must be received by the Administrator at least ten business days prior to the relevant Subscription Date. For purposes of processing investor transactions, an order for a subscription or redemption submitted by an investor will not be deemed received until it has been accepted in writing by the Administrator and the Administrator has confirmed that all required documentation has been provided. Applications received after the deadline will be held in an account and treated as an application for the next Subscription Date, unless otherwise agreed by the General Partner. Cleared funds with respect to all subscriptions must be in the Company's account at least two business days prior to the relevant Subscription Date. The subscription funds must be remitted from a bank account in the name of the investor. Funds remitted by a third-party will not be accepted.

Payment for Shares must be made by wire transfer. The Board of Directors may modify the frequency of permitted subscriptions. In addition, the Board of Directors may waive or reduce the required notice periods, in its sole discretion, on a case-by-case basis.

Other Feeder Funds ..... Piolet Partners Fund, L.P. (the "**Onshore Feeder**"), a Delaware limited partnership, has been formed as an onshore "feeder fund" primarily for investors who are U.S. taxable investors. The Onshore Feeder will invest all or substantially all of its investable assets in the Master Fund and will be a Master Fund Limited Partner. Limited partner interests in the Onshore Feeder are issued pursuant to a separate offering memorandum.

The Investment Manager reserves the right to establish additional funds that invest directly or indirectly in the Master Fund (each, an "**Additional Fund**"). The Company, the Onshore Feeder and the Additional Funds (if any) are collectively referred to herein as the "**Feeder Funds**."

The Feeder Funds other than the Company may be subject to terms and conditions that are different from those that are applicable to the Company. The expenses of the Master Fund and the Feeder Funds will be aggregated and generally will be shared *pro rata* among the investors in the Master Fund and the Feeder Funds. See "—Expenses."

Fund Investors ..... The Shareholders, the limited partners of the Onshore Feeder and the equity holders (or the equivalent) of each Additional Fund (if any) are collectively referred to herein as "**Fund Investors**."

Allocation of Profits and Losses ..... The Master Fund will maintain a capital account for each of its partners, including the Company. Within the capital account it

maintains for the Company, the Master Fund will establish a capital sub-account (a "**Sub-Account**") in respect of each Series. Except as described under "—New Issues" and "—Exclusion of Certain Investors from Participation in Certain Investments," at the end of each Accounting Period (as defined below), the Sub-Account maintained for each Series will be credited or debited, as the case may be, with such Series' Master Fund Percentage (as defined below), calculated as of the beginning of such Accounting Period, of the net profit or net loss of the Master Fund for such Accounting Period (determined without taking into account fees and expenses, including the Management Fee (as defined below), and prior to any Incentive Allocation (as defined below)). For a discussion of the allocation of expenses, see "—Management Fee," "—Redemptions," and "—Expenses."

A Series' "**Master Fund Percentage**" means, at any time, the percentage derived by dividing (x) the balance of such Series' Sub-Account by (y) the aggregate capital account balances of all partners of the Master Fund.

As used herein, "**Accounting Period**" refers to the following periods. Each Accounting Period begins on the day following the end of the immediately preceding Accounting Period and closes at 5:00 p.m. (New York time) on the first to occur of (i) the next succeeding month end, (ii) the day immediately preceding the effective date of the admission of any Master Fund Limited Partner, (iii) the day immediately preceding the effective date of an additional capital contribution by a Master Fund Limited Partner or the Master Fund General Partner (collectively, the "**Master Fund Partners**"), (iv) the effective date of any withdrawal by, in whole or in part, or distribution to, a Master Fund Partner, (v) the date on which the Master Fund dissolves and (vi) any other date determined by the Master Fund General Partner in its discretion.

Management Fee..... Pursuant to the Investment Management Agreement, the Master Fund will pay to the Investment Manager a fixed fee for management services (the "**Management Fee**"), payable monthly in advance, equal to 1/12 of 1.5% (1.5% annualized) of the aggregate capital account balances of the Master Fund Limited Partners as of the beginning of each calendar month. Each Series' Sub-Account will be debited with the portion of the Management Fee attributable to such Sub-Account. For the avoidance of doubt, the Management Fee will be determined prior to the determination of the Incentive Allocation (as defined below) at the end of a fiscal year (or a redemption date, if earlier).

The Management Fee will be payable to the Investment Manager within one business day after the last calendar day of each calendar month. The payment of the Management Fee will be prorated for periods of less than a calendar month. The Investment Manager, in its sole discretion, may waive or reduce all or part of the Management Fee otherwise due with respect to any Series of Shares, and the Company may issue a new Series

that bears a reduced or no Management Fee to any Shareholder, including with respect to any Series held by Affiliated Investors (as defined below) and in particular during any wind down of the business of the Company and the Master Fund, without any notice to any other Shareholder.

Incentive Allocation..... Subject to the high water mark described below, at the end of each fiscal year (or such other period as discussed below), with respect to any Series, the Master Fund will reallocate from the Sub-Account maintained for such Series to the capital account maintained for the Master Fund General Partner an amount (the "**Incentive Allocation**") equal to 20% of the realized and unrealized net profits (if any) allocated to such Series' Sub-Account for the fiscal year (calculated after taking into account such Series' share of fees and expenses, including the Management Fee).

The Incentive Allocation, if any, is made (i) as of each fiscal year end, (ii) upon the withdrawal date with respect to any amount withdrawn from the Master Fund and (iii) in the sole discretion of the Master Fund General Partner, as of the effective date of a transfer of Shares with respect to the Shares transferred.

The Master Fund General Partner may waive or reduce the Incentive Allocation with respect to any Series and the Company may issue a new Series that bears a reduced or no Incentive Allocation to any Shareholder, including any Shareholder that is an Affiliated Investor, without notice to any other Shareholder.

High Water Mark..... The Master Fund will maintain a separate memorandum loss recovery account in respect of each Series (a "**Loss Recovery Account**"). At the end of each fiscal year (or on any other date on which an Incentive Allocation will be made), each Series' Loss Recovery Account will be (i) credited with the amount of realized and unrealized net losses (if any) in respect of investments allocated to such Series' Sub-Account for such fiscal year (or relevant portion thereof) (calculated after taking into account all fees and expenses, including the Management Fee) and (ii) debited, but not so as to reduce the balance below zero, with the amount of realized and unrealized net profits (if any) in respect of investments allocated to such Series' Sub-Account for such fiscal year (or relevant portion thereof) (calculated after taking into account all fees and expenses, including the Management Fee). In the event that a Shareholder makes a redemption of Shares of any Series, the loss recovery account maintained in respect of such Series will be proportionately reduced. No Incentive Allocation will be made in respect of net profits that offset the net losses, if any, reflected in a Series' Loss Recovery Account.

Certain Differences Between Shares and Limited Partner Interests..... If a Shareholder owns Shares of more than one Series, Shares of one Series may bear an Incentive Allocation even if such Shareholder's Shares, in the aggregate, are in a loss position.

See "—Incentive Allocation." This will not be the case for investors in the Onshore Feeder because incentive allocations for these investors will be calculated on the basis of each such investor's aggregate investment in the Onshore Feeder. Consequently, even if such an investor purchases limited partner interests in the Onshore Feeder on different dates, no incentive allocation will be borne by such investor if its aggregate position reflects a loss.

Redemptions..... Subject to the right of the Board of Directors to suspend redemptions discussed in "—Suspension" and the other restrictions and obligations described herein, a Shareholder may generally redeem all or a portion of its Shares effective as of the close of business of the last day of a calendar quarter, by providing at least 45 days' prior written notice to the Administrator (as defined below). The Board of Directors retains the right to permit redemptions at other times and upon such notice as determined in its discretion. Each notice of redemption delivered to the Administrator by any Shareholder will be irrevocable unless the Board of Directors determines otherwise in its discretion.

If a Shareholder redeems Shares prior to the expiration of the Lock-up Period (as defined below) applicable to such Shares, 3% of the redemption price of the Shares will be retained by the Company. If a redeeming Shareholder has made subscriptions on different dates, Shares will be deemed to be redeemed on a "first in-first out" basis for purposes of determining the Lock-Up Period(s) applicable to any redemption. Any amounts retained pursuant to this paragraph will be allocated among the non-redeeming direct and indirect investors in the Master Fund, including the non-redeeming Shareholders, in proportion to their respective Master Fund Percentages.

In the event that the aggregate amount of redemption requests with respect to any redemption date exceeds 25% of the Master Fund's Net Asset Value (as defined below), the Board of Directors and the Master Fund General Partner may, in their discretion, determine that the redemption requests will be granted on a *pro rata* basis at the time of such redemption so that not more than 25% of the Master Fund's Net Asset Value will be redeemed as of such redemption date (the "**25% Provision**"). A Shareholder who has had a redemption request reduced due to the 25% Provision will be deemed to have requested a redemption in the amount of such reduction as of the next redemption date; *provided* that the 25% Provision also may be applicable with respect to such redemptions, with no priority relative to redemptions actually made with respect to the next redemption date.

The original executed copy of a redemption form should be sent to the Administrator.

The Administrator will not make payment of redemption proceeds until the original notice of redemption is received at the offices of the Administrator. The Administrator will not be

responsible in the event any redemption requests are not received.

Consistent with anti-money laundering requirements that relate to subscriptions in the Company, redemption payments will generally only be paid to the bank account from which the respective subscription amount has been received. Payments to other accounts held in the name of the registered owner of the Shares will only be made upon instruction of the Company. The Company will not make redemption payments to accounts in the name of third parties.

A "**Lock-Up Period**" means, with respect to any Shares issued on the same date, the period commencing on the day on which such Shares were issued and expiring on the day immediately prior to the first Subscription Anniversary of such issuance.

A "**Subscription Anniversary**" of any Shares issued on the same date, is an anniversary of the calendar quarter-end that immediately preceded (in the case of Shares issued on the first business day of a calendar quarter), or the calendar quarter-end next succeeding (in the case of Shares not issued on the first business day of a calendar quarter), the date on which such Shares were issued.

Each Share will be redeemed at a price equal to the net asset value per Share of the relevant Series at such time, which will take into account the Incentive Allocation attributable to the amount redeemed. Partial redemptions will be permitted only in amounts equal to or greater than $250,000 (or the non-U.S. dollar equivalent thereof for the Non-USD Shares, if any), unless otherwise permitted by the Board of Directors in its discretion. Shares of the earliest-issued Series owned by the Shareholder will be redeemed first until such Shareholder no longer owns any Shares of such Series. A partial redemption will not be permitted if such redemption would cause the aggregate net asset value of the Shareholder's remaining Shares to fall below the required minimum initial investment, subject to the right of the Board of Directors to waive such minimum investment in its discretion.

The amount redeemed will generally be paid to the Shareholder within 18 business days after the redemption date. In the case of a redemption by a Shareholder of more than 95% of its Shares as of any redemption date, at least 95% of the amount redeemed will, to the fullest extent permitted by law, generally be paid to such Shareholder within 18 business days after the date of the redemption and the balance will, to the fullest extent permitted by law, be paid, without interest, within 18 business days after the completion of the Company's year-end audit and the finalization of the year-end net asset value of the Company. If a Shareholder seeks to redeem more than 95% of the net asset value of its Shares in the aggregate during a fiscal year by means of more than one redemption, the "holdback" amount described in this paragraph may be adjusted to reflect such Shareholder's aggregate redemptions during such fiscal year.

Certain expenses incurred by the Company or the Master Fund as a result of voluntary redemptions may, in the discretion of the Board of Directors or the Master Fund General Partner, be debited from the redemption proceeds of such redeeming Shareholders. Because redemption expenses will vary on a case-by-case basis, the Board of Directors and the Master Fund General Partner cannot predict the maximum charge.

Redemption payments will generally be made in cash. However, the Company may make redemption payments in kind, or partly in cash and partly in kind, and also may cause the redeeming Shareholder to assume short positions. The Company may make in-kind distributions to certain (but not all) Shareholders and may distribute different property in different proportions to different redeeming Shareholders. At the discretion of the Board of Directors, in-kind distributions may be made directly to the redeeming Shareholder or may be paid into a special-purpose vehicle, such as a liquidating trust, and sold by the Investment Manager or its designee for the benefit of such redeeming Shareholder, in which case (i) payment to such Shareholder of that portion of such Shareholder's redemption proceeds attributable to such property in kind will be delayed until such time as such property in kind can be liquidated and (ii) the amount otherwise due to such Shareholder in respect of such property in kind will be equal to the actual liquidation value as of the date on which the liquidation of such property in kind is effected.

The Company and the Master Fund may withhold from the redemption proceeds an amount (the "**Reserve Amount**") in order to make such provision as the Board of Directors and the Master Fund General Partner, as applicable in their discretion, deem necessary or advisable to create a reserve for liabilities and obligations, contingent or otherwise, of the Company or the Master Fund, as applicable. The Board of Directors will notify such Shareholder of its Reserve Amount, if any. Any Reserve Amount will be a general liability of the Company or the Master Fund, as the case may be, and will neither participate in the profits and losses of the Company or the Master Fund nor accrue interest. After the settlement of any liability or obligation for which a Reserve Amount (or any portion thereof) was withheld, the Company will distribute to the redeeming Shareholder, without interest, the amount, if any, of such Reserve Amount (or portion thereof) that was not applied to such settlement.

The Master Fund General Partner may make withdrawals from its Master Fund capital account, including with respect to any amounts of Incentive Allocation, at any time in its discretion and without notice to the Fund Investors.

Suspension..... The Master Fund General Partner may at any time prior to the payment of withdrawal proceeds suspend the calculation of the net asset value of the Master Fund, suspend the right of all Master Fund Limited Partners (including the Company) to make withdrawals and/or suspend or limit the right of all Master Fund

Limited Partners (including the Company) to receive withdrawal proceeds and/or reduce the amount that may be withdrawn from the Master Fund if the Master Fund General Partner determines that any of the following has occurred and is continuing:

(i) the closure of any securities exchange or other exchange on which any of the investments of the Master Fund are quoted, other than for ordinary holidays and weekends, or the restriction or suspension of transactions on such exchanges;

(ii) the determination that the disposition of the investments of the Master Fund necessitated by giving effect to requested withdrawals, when aggregated with other amounts requested to be withdrawn on the same withdrawal date, would result in (A) the Master Fund realizing less than the fair value, as determined by the Master Fund General Partner in its sole discretion, of the disposed investments or (B) a significant decline in the prices or values of the investments retained by the Master Fund following such dispositions;

(iii) the breakdown of the means of communication normally employed in determining the prices or values of the investments of the Master Fund, or the breakdown of the dissemination of prices quoted on any securities exchange or other exchange on which any of the investments of the Master Fund are quoted;

(iv) the determination that any withdrawal may result in any regulatory, pecuniary, legal, tax or material administrative disadvantage to the Master Fund, the Master Fund General Partner, any Master Fund Limited Partner (including the Company), or any Fund Investor;

(v) a time when, for any reason, the prices or values of the investments of the Master Fund cannot reasonably be promptly and accurately ascertained;

(vi) the dissolution of the Master Fund or the declaration by the Master Fund General Partner of its intent to dissolve the Master Fund and/or effect an orderly liquidation of the Master Fund's assets;

(vii) the determination by the Master Fund General Partner that the withdrawal by any Master Fund Limited Partner of all or any portion of its capital account may have a material adverse effect on the Master Fund or the interests of the withdrawing or remaining Master Fund Limited Partners or Fund Investors, including, without limitation, the risk of potential classification of the Master Fund as a "publicly traded partnership" taxable as a corporation for U.S. federal tax purposes; or

(viii) the determination by the Master Fund General Partner that the suspension of the calculation of the net asset value of the Master Fund and/or the suspension or

restriction of the right of any Master Fund Limited Partner to make withdrawals and/or to receive withdrawal proceeds would be in the best interest of the Master Fund.

Similarly, the Board of Directors may at any time prior to the payment of redemption proceeds suspend the calculation of the net asset value of the Company, suspend the right of all Shareholders of the Company to redeem Shares, suspend or limit the right of all Shareholders of the Company to receive redemption proceeds from the Company and/or reduce the amount of Shares that may be redeemed by the Shareholders if the Board of Directors determines that any of the above circumstances has occurred at the Company level and is continuing. If the Master Fund General Partner suspends the calculation of the Master Fund's net asset value and/or suspends or limits the right of the Company to make withdrawals from the Master Fund and/or to receive withdrawal payments, the redemption rights of the Shareholders may be similarly suspended as determined by the Board of Directors. If the Master Fund General Partner has suspended the right to make withdrawals from the Master Fund, it may in its discretion determine not to permit any subsequent withdrawals but instead deliver a notice of dissolution of the Master Fund. In such a circumstance, the Company may be dissolved and similarly wound up.

A redemption request by a Shareholder that is not satisfied as of the intended redemption date because of the foregoing restrictions will be satisfied as of the last day of the next calendar month to the extent that such restrictions do not apply at such time. Such redemption requests will not be satisfied in preference to later redemption requests, but will be satisfied *pari passu* with them. Shares not redeemed due to the foregoing restrictions will remain invested in the Company's investment program and will remain exposed to, and will receive or bear their proportionate share of, the profits, losses and expenses of the Company until the effective date of redemption.

Required Redemptions..... The Master Fund General Partner may, in its sole discretion, require the Company to withdraw the balance of its Master Fund capital account, in whole or in part, at any time and for any or no reason upon at least 5 days' prior written notice to the Company. Similarly, the Board of Directors may, in its sole discretion, require a Shareholder to redeem all or a portion of its Shares at any time and for any or no reason upon at least 5 days' prior written notice to such Shareholder. Distributions in respect of any such required redemptions will be made in the manner described above under "—Redemptions."

Notwithstanding the foregoing, a Shareholder may be required to redeem all or a portion of its Shares immediately, upon written notice, if the Board of Directors determines, in its discretion, that such redemption may prevent or mitigate any (i) violation of any law or regulation of the United States of America or any state thereof or of any non-U.S. jurisdiction

(other than any such law that would itself constitute a violation of any law or regulation of the United States of America) or (ii) material adverse effect, significant delay, extraordinary expense, or any regulatory, pecuniary or taxation disadvantage to the Company, the Master Fund, the Board of Directors, the Master Fund General Partner, the Investment Manager, any Master Fund Limited Partner, any Fund Investor or any of their respective affiliates.

Distributions..... It is not expected that the Master Fund will make any distributions to the Company, or that the Company will make any distributions to the Shareholders, other than as described herein. All realized gains and income will be retained for reinvestment or applied to pay expenses.

New Issues..... The Master Fund may, from time to time, purchase securities in initial equity public offerings classified as "new issues" by the Financial Industry Regulatory Authority, Inc. Rule 5130 (as amended, supplemented and interpreted from time to time, "**Rule 5130**") and Rule 5131(b) (as amended, supplemented and interpreted from time to time, "**Rule 5131**", and together with Rule 5130, the "**FINRA Rules**"), each concerning the purchase, sale and allocation of "new issue" securities. If a Shareholder is deemed to be, or to include, a "restricted person" (as defined in Rule 5130) or a person covered under Rule 5131 (a "**Rule 5131 Covered Person**"), or has elected in its subscription materials to be treated as such, it will not participate in any allocations of profit and loss attributable to investments by the Master Fund in "new issues," if any (and which may also include any investment that is held by the Master Fund as a hedge against potential losses in such "new issue"), to the extent deemed necessary or advisable by the Investment Manager, in its discretion, to comply with the FINRA Rules. A Shareholder who is not deemed to be, or to include, a "restricted person" or a Rule 5131 Covered Person will participate in allocations of profit and loss attributable to investments by the Master Fund in "new issues." No interest-equivalent amount will be credited to restricted Shares in respect of capital invested in "new issues."

Exclusion of Certain Investors from Participation in Certain Investments..... The Master Fund General Partner may, in its sole discretion, reduce, in whole or in part, the participation of any Master Fund Limited Partner (each, in such capacity, an "**Excluded Master Fund Partner**"), in any profits and losses attributable to any investment (any such investment, a "**Designated Investment**," which term may also include any investment that is held by the Master Fund as a hedge against potential losses in such Designated Investment) for any period if the Master Fund General Partner believes that participation by such Excluded Master Fund Partner in such profits and losses would be likely to result in (i) a violation of any law or regulation of the United States of America or any State thereof or of any non-U.S. jurisdiction (other than any such law that would itself constitute a violation of any law or regulation of the United States of America) and/or (ii) any material adverse effect, significant

delay, extraordinary expense, or any regulatory, pecuniary or taxation disadvantage to the Master Fund, the Company, the Master Fund General Partner, the Investment Manager, any Master Fund Limited Partner, any Fund Investor or any of their respective affiliates. Master Fund Limited Partners other than Excluded Master Fund Partners will participate in allocations of profits and losses attributable to any Designated Investment without limitation. A partial exclusion of the Company from participation in a Designated Investment may be attributed to any particular Shareholder, with the result that such Shareholder's participation in the relevant Designated Investment will be reduced or eliminated. Promptly after the designation of any Designated Investment, the Company will notify each Shareholder, if any, whose direct or indirect participation in such Designated Investment has been reduced or eliminated, and the Shares issued to the Shareholder with respect to such Designated Investment will be converted by means of redemption and reissued into one or more separate classes of Shares. No interest-equivalent amount will be credited to the Shares held by Excluded Master Fund Partners to compensate the Excluded Master Fund Partners for their share of the capital invested in Designated Investments.

Valuation of Assets and Liabilities..... In general, the Company's and the Master Fund's net asset value is equal to such entity's assets less its liabilities ("**Net Asset Value**"). The Company will invest all or substantially all of its investable assets through a "master fund/feeder fund" structure in the Master Fund. Accordingly, all or substantially all appreciation or depreciation in the Net Asset Value of the Company will be based primarily upon appreciation or depreciation in the net asset value of the Company's investment in the Master Fund with appropriate adjustments for liabilities of the Company.

The Company's and the Master Fund's Net Asset Value is calculated by the Administrator (or any party designated by the Board of Directors or the Master Fund General Partner, respectively) on a monthly basis as of the close of business on the final business day of each calendar month or at such other time as determined by the Board of Directors or the Master Fund General Partner, respectively (each a "**Valuation Date**") (prior to the determination of any Incentive Allocation that may be payable), based on the following valuation policies:

The assets and liabilities of the Master Fund will be recorded in accordance with GAAP pursuant to policies established from time to time by the Investment Manager. Following is a summary of the pricing policies in effect as of the date of the Offering Memorandum.

Securities will generally be valued at their last sales price on the date the valuation is made on the primary securities exchange on which they are traded. Non-exchange traded securities trade "over-the-counter" ("**OTC**"). If such securities are held long the securities will generally be valued using an average of

current OTC dealer bid prices, excluding outlying bid prices. If such securities are held short, the securities will generally be valued using an average of current OTC dealer ask prices, excluding outlying ask prices (this mechanism is collectively referred to as the "**OTC Dealer Pricing Method**"). The OTC Dealer Pricing Method will be used for securities which are not listed on a national securities exchange, nor included in the Nasdaq National Market System. In addition, certain exchange-traded securities that are primarily traded over the counter may be valued using the OTC Dealer Pricing Method, rather than using last sales price.

Options listed on a securities exchange will generally be valued at the last bid price if held long or last ask price if held short. Bid and ask data for listed options is obtained from a major data provider such as Bloomberg. Futures which trade on an exchange are valued at the reported market value. Equity swaps and currency forwards are valued based upon quotations from reputable dealers. Credit default swaps are valued at contractual terms based upon estimates derived from pricing models using quoted inputs. In the event the Master Fund acquires securities or other financial instruments for which market quotations are not readily available or for which available prices are not representative of the value of such assets, such securities or other financial instruments will be valued at their fair value as determined by the Investment Manager. In determining the fair value of an investment, the Investment Manager considers available information such as information obtained from broker dealers and recent transactions in similar or related securities.

All accrued debts and liabilities are deducted from the value of the Master Fund's assets in determining the Master Fund's Net Asset Value and, to the extent possible, such deductions will be allocated among the values of the assets attributable to each Master Fund Limited Partner. These debts and liabilities include: (a) Management Fees, administration fees and other fees that have accrued, as of the date of computation, but are not yet paid; (b) an allowance for the cost of the ongoing Master Fund Expenses (as defined below); (c) amortization of organizational expenses and initial offering costs (as described below under "—Expenses"); and (d) any contingency for which reserves are determined to be appropriate. Net Asset Value is expressed in U.S. Dollars and any items denominated in other currencies are converted at prevailing exchange rates as determined by the Company or the Master Fund, respectively. All debts, liabilities and Net Asset Values of the Company or the Master Fund will be determined in accordance with GAAP unless otherwise determined by the Board of Directors or the Master Fund General Partner, as applicable, or otherwise described herein (see "—Expenses" below).

Fiscal year-end Net Asset Value calculations are audited by the Company's and the Master Fund's independent auditors in accordance with GAAP and may be revised as a result of such audit. In no event will the Board of Directors, the Master Fund

General Partner, the Investment Manager or any entity designated by the Board of Directors, the Master Fund General Partner or the Investment Manager to determine the Company's or the Master Fund's Net Asset Value incur any individual liability or responsibility for any determination made or other action taken or omitted by them in the absence of gross negligence, willful default or fraud.

The Board of Directors and the Master Fund General Partner may declare a suspension of the calculation of the Company's and the Master Fund's Net Asset Value, as applicable, under certain circumstances. See "—Suspension."

Expenses ..... The Master Fund General Partner and the Investment Manager will be responsible for all of their normal overhead expenses, including compensation for employees, rent, utilities and other similar items (except with respect to certain services that would otherwise be provided by third parties, as described below).

The Master Fund will be responsible for all other expenses attributable to the Master Fund and the Feeder Funds (such expenses, "**Master Fund Expenses**"), including the following expenses incurred by, or allocable to, the Master Fund and any Feeder Fund: (i) organizational and offering expenses; (ii) expenses incurred by such entity or by the Master Fund General Partner, the Investment Manager or their affiliates in connection with the investments of the Master Fund (including brokerage commissions; see "VII. Risk Factors and Conflicts of Interest-Risk Factors —Execution of Fund Transactions"); (iii) expenses incurred by such entity or by the Board of Directors, the Master Fund General Partner, the Investment Manager or their affiliates in connection with each entity's ongoing operations including risk management, legal, administrative, accounting, tax (including expenses incurred in connection with tax filings and/or tax preparation), audit or other expenses relating to the Master Fund's and each Feeder Fund's operations or infrastructure, including valuation and pricing services or experts; (iv) research costs and expenses, including travel-related costs, costs of trading and portfolio management infrastructure (such as, statistical, market data and portfolio management services and customized portfolio software development, design and upgrades, disaster recovery and backup systems), costs of information technology and software consultants and the cost or expense of any other goods or services described in "VIII. Brokerage; Prime Brokers; Administrator"; (v) administrative expenses such as (but not limited to) communications equipment and services, information systems, technology and support, the cost of Bloomberg or similar research terminals and hardware; (vi) reasonable custodial fees; (vii) interest; (viii) insurance premiums paid by the Master Fund, the Company, the Onshore Feeder, any Additional Fund, the Board of Directors, the Master Fund General Partner and/or their officers, principals and partners with regard to losses, claims, damages, liabilities and expenses that would otherwise be indemnification expenses; (ix) certain extraordinary expenses (such as litigation and

indemnification expenses); (x) business continuity expenses (including third-party middle office net asset value calculations and related systems analysis and services); (xi) software development project expenses (including computer and technical services and computer and technical disaster recovery); and (xii) other ongoing operational expenses, including those set forth in the Master Fund Partnership Agreement. The Master Fund may reimburse the Master Fund General Partner and the Investment Manager for advances they make to pay for Master Fund expenses.

The expenses of the Master Fund and the Feeder Funds will be aggregated and generally will be shared *pro rata* among the investors in the Master Fund and the Feeder Funds.

Organizational expenses and initial offering expenses will be amortized over a 60-month period from the initial closing, and ongoing offering expenses will be expensed as incurred, even though such treatment may not be in accordance with GAAP. The Master Fund General Partner believes that such amortization treatment is more equitable than requiring the initial investors to bear all of the Master Fund's organizational expenses and offering expenses as would otherwise be required by GAAP. Such amortization may, in certain circumstances, result in qualification of the Master Fund's annual audited financial statements. In such instances, in order to allow the Master Fund to comply with certain provisions of the rule under the Advisers Act relating to custody of assets by pooled investment vehicles, the Master Fund may decide to avoid the qualification by recognizing the unamortized expenses or make GAAP-conforming changes solely for financial reporting purposes, but continue to amortize organizational and offering expenses for determining the Master Fund's net asset value, or may accelerate the expenses and cease amortization. As a result, the accounting method applied to these expenses in the Master Fund's financial statements may differ from the accounting method applied in the calculation of the capital account balances and the Master Fund's net asset value. In the event the Master Fund terminates its operations before its organizational expenses are fully amortized, the unamortized portion of such expenses will be accelerated and will be debited against the capital accounts maintained by the Master Fund and the Master Fund's net asset value, thereby decreasing amounts otherwise available for distribution to the Master Fund Limited Partners, and therefore to the Shareholders.

If a Fund Investor withdraws or redeems all or a portion of its investment prior to the end of the sixty (60) month period during which the Master Fund is amortizing organizational expenses, the Master Fund may, but is not required to, accelerate a proportionate share of the unamortized organizational expenses based upon amounts being withdrawn and reduce the withdrawal proceeds by the amount of such accelerated expenses.

In general, the Sub-Account that the Master Fund maintains for each Series will be debited with such Series' Master Fund Percentage of the expenses of the Master Fund other than the Management Fee. For a description of the allocation of deductions attributable to the Management Fee, see "—Management Fee." The Master Fund General Partner may allocate such expenses on another basis, however, including by allocating certain expenses to certain (but not all) Series, if the Master Fund General Partner determines that such an allocation is more equitable. For example, as discussed in "—Currency Hedging," expenses associated with Currency Hedges will generally be allocated solely to the applicable Non-USD Shares.

The Management Fee may be used by the Investment Manager to compensate affiliated or unaffiliated third party placement agents, but placement agent fees will not be Master Fund Expenses.

Termination ..... The Company will be wound up upon the earliest of:

(i) the approval of MaplesFS Limited ("MFS"), the holder of the Company's non-participating, voting shares (the "**Founder Shares**");

(ii) at any time upon at least 5 days' notice that the Board of Directors determines, in its discretion;

(iv) the dissolution of the Master Fund and the winding up of its affairs; and

(v) the forced withdrawal of all of the Company's interests in the Master Fund.

Upon the winding up of the Company, the Board of Directors (or its designee) will liquidate the Company in an orderly manner. The Board of Directors (or its designee) will not be required to complete such liquidation or wind up the affairs of the Company within a specified period of time.

Functional Currency ..... The functional currency of the Company and the Master Fund (*i.e.*, the currency in which such entities maintains their books, records, and financial statements) is the U.S. dollar.

Currency Hedging ..... As discussed in "—Classes of Shares," the Company may issue Non-USD Shares. Because the Master Fund is expected to invest primarily in U.S. dollar-denominated assets, a change in the value of the U.S. dollar relative to the non-U.S. currency would, in the absence of hedging activity by the Master Fund, change the value of the related Non-USD Shares, if any.

If the Company issues Non-USD Shares, the Master Fund General Partner (or any other party designated by the Master Fund General Partner) expects to cause the Master Fund to enter into transactions that seek to protect the non-U.S. currency value of the Sub-Accounts that the Master Fund would maintain for such Non-USD Shares (the "**Currency Hedges**") against fluctuations in the value of the U.S. dollar, and thus minimize

fluctuations in the net asset value of the Non-USD Shares that are attributable to exchange rate fluctuations. To this end, the Master Fund General Partner (or any other party designated by the Master Fund General Partner) intends to employ various hedging techniques that may include, but are not limited to, derivative transactions such as currency futures contracts, options on currency futures contracts, forward currency exchange contracts, swaps, swaptions, exchange-listed and over-the-counter put and call options on securities or on financial indices and various interest rate and foreign exchange transactions.

In general, the profits, losses and any expenses associated with the Currency Hedges will be allocated proportionately to the Sub-Accounts that the Master Fund General Partner would maintain for the relevant Non-USD Shares. In the event that losses on a Currency Hedge exceed the aggregate balances of the Sub-Accounts that the Master Fund would maintain for the relevant Non-USD Shares, the assets of the Company attributable to shareholders of Shares denominated in other currencies could be used to satisfy the liabilities arising from the Currency Hedge. The Master Fund General Partner's (or its designee's) ability to match the notional amount of the Currency Hedge to the net asset value of the indirect interest of the related Non-USD Shares in the Master Fund would be constrained by a variety of factors, including the fact that the net asset value of the Master Fund available to the Master Fund General Partner for purposes of sizing the Currency Hedge would only be an estimate, since a final net asset value of the Master Fund is generally calculated only once a month. In addition, because the estimated net asset value of the Master Fund is available only once a day, the Currency Hedge size could not be adjusted on an intra-day basis to match a large intra-day movement in the Master Fund's net asset value. See "VI. Risk Factors and Conflicts of Interest—Risk Factors—Currency Hedging of Non-USD Shares."

Transferability of Shares ..... Shareholders may not directly or indirectly sell, transfer or assign any of their Shares, rights or obligations in the Company, in whole or in part, without the express written consent of the Investment Manager, which consent may be withheld in the sole discretion of the Investment Manager. All costs relating to any transfer will be payable by the transferee. Each assignee or transferee will be required to deliver transfer documentation that is satisfactory to the Investment Manager, agree to be bound by the Articles and certify that such assignee or transferee is qualified to hold Shares and to agree in writing to adhere to the restrictions on transfer of the Shares set forth herein.

In the event that the Investment Manager consents to a Shareholder's assignment or transfer of all or any portion of any Shares and the Investment Manager determines, in its sole discretion, that such assignment or transfer will involve a change in the beneficial ownership of such Shares, the

	Investment Manager will have the discretion to treat the transferor Shareholder as having redeemed the transferred Shares, and the transferee Shareholder as having subscribed for newly issued Shares immediately thereafter. As a result, subject to the discretion of the Master Fund General Partner to reduce or waive any such amounts, an Incentive Allocation will be made in connection with such transfer as if a redemption had occurred, and such Shares will be converted by means of redemption and reissued into a new Series of Shares. The Investment Manager may also determine that, upon any transfer of Shares, any redemption-related restriction relating to such Shares will be reset. See "—Incentive Allocation" and "—Redemptions."
General Meetings.....	Shareholders will have no rights to receive notice of, to attend or to vote at any general meeting of the Company. MFS, as the holder of the Founder Shares, will have full entitlement to receive notice of, to attend and vote at general meetings of the Company.
Variation of Share Rights and Amendments to the Articles.....	The Articles provide that, subject to the Companies Law (2012 Revision) of the Cayman Islands, the Articles may be amended and/or all or any of the special rights for the time being attached to any Shares in issue may from time to time (whether or not the Company is being wound up) be amended with the sanction of a special resolution passed by the holders of the Founder Shares, provided that such amendment is not materially adverse to any Shareholder. Where such amendment or variation of rights is considered materially adverse, such amendment or variation of rights will require the consent of the holders of more than 50% of the aggregate net asset value of the issued Shares of all such affected classes or Series. Similarly, the Master Fund Partnership Agreement may be amended by the Master Fund General Partner with the approval of Master Fund Limited Partners representing more than 50% of the aggregate Sub-Account balances of all Fund Investors, *provided* that amendments of certain terms will also need the approval of all of the affected Fund Investors. Notwithstanding the foregoing, the Master Fund General Partner may amend or waive any provision of the Master Fund Partnership Agreement without the approval of any Master Fund Limited Partner if in the reasonable opinion of the Master Fund General Partner the amendment or waiver is not materially adverse to any Master Fund Limited Partner.
Voting	For purposes of voting on matters requiring the approval of the Master Fund Limited Partners, the Company will, where appropriate, cast a divided vote as a Master Fund Limited Partner in accordance with the proportionate votes of the Shareholders based upon their respective Sub-Account balances. For purposes of any vote or consent sought in connection with the Company or the Master Fund, as the case may be, Shareholders may be required to respond within a specified

reasonable time (which will not be less than 20 business days). For any vote or consent sought, if a Shareholder's vote or consent has not been received prior to the date specified in the request, such Shareholder will be deemed, for purposes of calculating the percentage required for such approval, to have given approval with respect to the proposed amendment. A similar exclusion provision will apply to Fund Investors in other Feeder Funds. In addition, the Board of Directors may, in their sole discretion, adjust the voting power of Shares in order to avoid adverse tax, legal or regulatory consequences to the Company or the Master Fund or any direct or indirect holder of Shares or its affiliates.

Principal Transactions and Other Related Party Transactions.....

The Board of Directors and the Master Fund General Partner may, each in its sole discretion, establish an advisory committee (each, an "**Advisory Committee**") with respect to the Company or the Master Fund, respectively, comprised of one or more independent members, who may or may not be Fund Investors or their respective representatives. Except as otherwise specifically provided in the Articles and the Master Fund Partnership Agreement and to the extent permitted by applicable law, in connection with any approval sought during the term of the Company or the Master Fund (including without limitation the approval or disapproval of any potential conflicts of interest or any transaction or relationship between the Company or the Master Fund, on the one hand, and the Master Fund General Partner, the Investment Manager, or any of their respective affiliates, on the other hand (including any approval in connection with any investment by the Company or the Master Fund in, any acquisition of any investment from, or any disposition of any investment to, the Master Fund General Partner, the Investment Manager or any of their respective affiliates and any approval under the Advisers Act, including Section 206(3) thereunder)), the approval of a majority of the members of the Advisory Committee of the Company will be binding upon the Company and the Shareholders, and the approval of the majority of the members of the Advisory Committee of the Master Fund will, directly or indirectly, be binding upon the Company, the Master Fund, the Master Fund Limited Partners and each Fund Investor. In connection with transactions that may be viewed as principal transactions with the Investment Manager or its affiliates, if any, the Investment Manager intends to comply with Section 206(3) of the Advisers Act by requesting an independent approval of such transactions. In this regard, the Investment Manager and/or Master Fund General Partner may enter into an agreement with an unaffiliated third party to serve as the Company's and/or the Master Fund's conflicts review service provider (together with any successor entity, the "**Conflicts Review Service Provider**"), to review and approve on behalf of the Investors such transactions on a trade-by-trade basis. Members of an Advisory Committee, if established, and the Conflicts Review Service Provider will be entitled to exculpation and indemnification from the Company or Master Fund, as

applicable, for service in such capacities. See "VI. Risk Factors and Conflicts of Interest—Conflicts of Interests—Principal and Cross Transactions."

Exculpation and Indemnification..... Each of (i) the Master Fund General Partner, the Master Fund Administrative General Partner, the Investment Manager and their respective affiliates or any of such entities' respective members, officers, principals, directors, partners, managers, shareholders, employees, agents or representatives (each, a "**Fund Indemnified Person**") and (ii) the members of an Advisory Committee or any person that any Advisory Committee member represents, and any of their respective officers, directors, employees or trustees (each, a "**Committee Indemnified Person**") (each of the persons in the foregoing clauses (i) and (ii), an "**Indemnified Person**") will not be liable in damages or otherwise to the Master Fund, the Company, the Master Fund Limited Partners or to the Fund Investors for any act or omission by it, except (1) in the case of a Fund Indemnified Person, for any liability that results from the Fund Indemnified Person's gross negligence (as determined in accordance with the laws of the State of Delaware) or willful misconduct or (2) in the case of a Committee Indemnified Person, any liability that results from such Committee Indemnified Person's failure to act in good faith. Any Indemnified Person will be fully protected from liability from the Company and the Master Fund and their respective partners in relying in good faith upon information, opinions, reports or statements of legal counsel (as to matters of law) and accountants (as to matters of accounting), *provided* that the Indemnified Person reasonably believes that such matters are within such counsel's or accountant's professional or expert competence. The Company and the Master Fund will indemnify each Indemnified Person for any losses, claims, damages, liabilities or expenses incurred by the Indemnified Person in connection with the Articles, the Master Fund Partnership Agreement or the Company's or the Master Fund's activities, except (1) in the case of a Fund Indemnified Person, for losses, claims, damages or liabilities attributable to the gross negligence or willful misconduct of the Fund Indemnified Person or (2) in the case of a Committee Indemnified Person, for any losses, claims, damages or liabilities attributable to such Committee Indemnified Person's failure to act in good faith.

For the avoidance of doubt, to the fullest extent permitted by law, no Indemnified Person will be liable for trade errors that may result from ordinary negligence, such as errors in the investment decision-making process (*e.g.*, a transaction being effected in violation of the Master Fund's investment guidelines), or in the trade process (*e.g.*, a buy order being entered instead of a sell order, or the wrong security being purchased or sold, or a security being purchased or sold in an amount or at a price other than the correct amount or price).

The Articles provide that every Director and officer of the Company will be indemnified out of the assets of the Company

against any liability incurred as a result of any act or failure to act in carrying out his or her functions other than such liability (if any) that may be incurred by reason of the actual fraud, willful default or gross negligence of such Director or officer. The Articles also provide that no such Director or officer shall be liable to the Company for any loss or damage in carrying out his or her functions unless that liability arises through the actual fraud, willful default or gross negligence of such Director or officer.

Under no circumstances (including due to fraud, gross negligence or willful misconduct) will any Indemnified Persons be responsible for any consequential or special damages.

Nothing contained herein, in the Articles or the Master Fund Partnership Agreement will constitute a waiver or limitation of any Fund Investor's rights under U.S. federal or state securities laws or similar laws of any other jurisdiction.

Confidentiality ..... The Shareholders will keep confidential all matters relating to the Company and its affairs (including communications from the Board of Directors and the Investment Manager), except as otherwise required by law.

The Master Fund General Partner, the Board of Directors and the Investment Manager may, to the maximum extent permitted by applicable law, keep confidential from any Fund Investor any information, subject to certain limitations, the disclosure of which (i) is prohibited or restricted under any law, governmental regulations or agreement applicable to the Master Fund, any Feeder Fund, the Board of Directors, the Master Fund General Partner, the Investment Manager or any of their respective affiliates or (ii) the Master Fund General Partner, the Board of Directors or the Investment Manager reasonably believes may have an adverse effect on (a) the ability to entertain, negotiate or consummate any proposed investment or transaction or (b) the Master Fund, any Feeder Fund, the Master Fund General Partner, the Board of Directors, the Investment Manager or any of their respective affiliates. Without limiting the effect of the foregoing, the Master Fund General Partner, the Board of Directors and the Investment Manager may exclude from any report, statement or other document delivered to any Master Fund Limited Partner or any Fund Investor, valuations of one or more investments or other information relating to investments until such time as the Investment Manager, the Board of Directors or the Master Fund General Partner may determine in its sole discretion. The Investment Manager, the Board of Directors or the Master Fund General Partner may elect to withhold information on a Fund Investor-by-Fund Investor basis, including with respect to a Fund Investor that is subject to any "freedom of information," "sunshine" or other law, rule or regulation that imposes upon such Fund Investor an obligation to make certain information available to the public.

Notwithstanding any other statement in this Offering Memorandum, the Board of Directors, the Master Fund General Partner, the Investment Manager and their respective advisors,

members, officers, directors, employees and principals authorize each Shareholder and each Shareholder's employees, representatives or other agents, from and after the commencement of any discussions with any such party, to disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the Company and the Master Fund and any transaction entered into by the Company or the Master Fund and all materials of any kind (including opinions or other tax analyses) relating to such tax treatment or tax structure that are provided to such Shareholder, except for any information identifying the Board of Directors, the Master Fund General Partner, the Investment Manager or their respective advisors, members, officers, directors, employees and principals, the Fund Investors, the Company, the Master Fund, any Feeder Fund and investor in any Feeder Fund or (except to the extent relevant to such tax structure or tax treatment) any nonpublic commercial or financial information.

Reports ..... Shareholders will receive the following regular reports:

(i) an unaudited monthly capital account statement; and

(ii) an annual audited financial statement within 120 days or as soon as practicable after the end of each fiscal year of the Company.

A Shareholder's unaudited monthly account statement will generally reflect a hypothetical Incentive Allocation as if such reporting dates were the last day of a fiscal year.

Fiscal Year of the Company and the Master Fund..... The fiscal year of the Company and the Master Fund will end on December 31 of each calendar year or such other date as may be required for U.S. federal tax purposes. If permitted by U.S. federal tax law, the Board of Directors or the Master Fund General Partner may change the fiscal year end of the Company or the Master Fund, respectively, as it deems appropriate in its sole discretion.

Investment by the Investment Manager and its Affiliates and Employees..... The Investment Manager and its members, officers, principals, directors, employees, including the Principals, agents, representatives, employee-related investment vehicles and affiliates and the family members and estate-planning vehicles of such persons and various funds and accounts comprised of such persons (collectively, "**Affiliated Investors**") may invest in any Feeder Fund and/or the Master Fund. Affiliated Investors may have access to information regarding the investments and performance of the Master Fund's portfolio that might not be generally available to other Fund Investors. Affiliated Investors may increase the amount of their respective investments or redeem all or any portion of their respective investments without notice to the Fund Investors. A Feeder Fund may also issue interests with respect to certain Affiliated

	Investors that would accrue a reduced or no Management Fees or Incentive Allocation.
Side Letters	Each of the Master Fund General Partner, the Investment Manager, each Feeder Fund (including the Company) and the Master Fund may enter into written arrangements with certain Fund Investors that have the effect of altering or supplementing the terms of such persons' investments in the Master Fund or a Feeder Fund (including the Company), as applicable, including arrangements with respect to waivers or reductions of the Management Fee and/or the Incentive Allocation, access to portfolio information, rights to make redemptions, notice periods required for redemptions and circumstances under which withdrawals may be required. For example, certain Affiliated Investors may receive real-time information regarding the composition of the Company's and the Master Fund's investment portfolio and may therefore be able to make investment decisions, including, without limitation, making additional capital contributions and making redemptions or withdrawals, based on information not generally available to other Fund Investors.
ERISA and Other Tax-Exempt Entities.....	Subject to the eligibility requirements under the heading "—Shareholders," entities subject to the U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), and other tax-exempt entities may purchase Shares. Trustees or administrators of such entities are urged to carefully review the matters discussed in this Offering Memorandum. The Master Fund General Partner will use commercially reasonable efforts to ensure that investments by "benefit plan investors" (as defined in ERISA and U.S. Department of Labor Plan Asset Regulation, 29 CFR §2510.3-101) do not equal or exceed 25% of the value of any class of Master Fund Limited Partner Interests. See "VIII. Certain Tax and Regulatory Considerations—B. Certain Regulatory Considerations—Benefit Plan Investor Considerations" for important disclosures regarding ERISA.
Auditor	KPMG.
Prime Broker	Credit Suisse Securities (USA) LLC and Morgan Stanley & Co. LLC. The Master Fund may terminate or enter into additional prime brokerage arrangements with other broker-dealers without the consent of the Fund Investors. See "VII. Brokerage; Prime Broker; Administrator."
Administrator	SS&C Fund Services N.V. (the "**Administrator**") has been retained by the Master Fund, the Company and the Onshore Feeder pursuant to an administration agreement to perform certain services that are typical of a fund administrator. See "VII. Brokerage; Prime Broker; Administrator."
Counsel to the Master General Partner and the Investment Manager	Davis Polk & Wardwell LLP.

Special Delaware Counsel to the Master Fund General Partner and the Investment Manager	Richards, Layton & Finger, P.A.
Cayman Island Counsel to the Company and the Master Fund	Maples and Calder.

VI. RISK FACTORS AND CONFLICTS OF INTEREST

An investment in the Company, and, in turn, the Company's investment as a Master Fund Limited Partner involves substantial risks, including, but not limited to, those described below. There can be no assurance that the Company's and the Master Fund's investment objectives will be achieved or that there will be any return of capital, and investment results may vary substantially on a monthly, quarterly or annual basis. Shares are a potentially suitable investment only for sophisticated investors for whom an investment in the Company does not represent a complete investment program and who, in consultation with their own investment and tax advisors, fully understand and are capable of assuming the risks of an investment in the Shares. In addition, there are significant actual and potential conflicts of interest that may arise in connection with the Company and the Master Fund. Investors should be aware of such conflicts as set forth under "—Conflicts of Interest" below. Terms not defined here have the meaning set forth in "V. Summary of Principal Terms."

Risk Factors

General Risks

Investment-Related Risks. The securities business is speculative, prices are volatile, and market movements are difficult to predict. Supply and demand for securities change rapidly and are affected by a variety of factors, including interest rates, housing prices, merger activities, unemployment, wage growth and general economic trends. In addition to these general investment risks, the Investment Manager may use investment techniques that may subject the Company and/or the Master Fund to certain risks; some, but not all, of these risks are summarized below.

Investment and Trading Risks Generally. An investment in the Company, and, in turn, in the Master Fund, involves a high degree of risk, including the risk that the entire amount invested may be lost. The Master Fund will invest in and actively trade securities and other financial instruments using strategies and investment techniques with significant risk characteristics, including risks arising from the volatility of the global equity, currency, and fixed income markets, the risks of short sales, the risks of leverage, the potential illiquidity of derivative instruments and other portfolio investments and the risk of loss from counterparty defaults and the risk of borrowing to meet redemption requests. No guarantee is made that the Master Fund's investment program or overall portfolio, or various investment strategies used or investments made will have low correlation with each other or that the Master Fund's, and, therefore, the Company's, returns will exhibit low long-term correlation with an investor's traditional securities portfolio. The Master Fund's investment program may use such investment techniques as margin transactions, option transactions, swap and other derivative transactions, short sales and forward and futures contracts, which practices involve substantial volatility and can, in certain circumstances, substantially increase the adverse impact to which the Master Fund, and, therefore, the Company, may be subject. All investments made by the Master Fund risk the loss of capital. No guarantee or representation is made that the Master Fund's investment program will be successful, that the Company or the Master Fund will achieve its investment objective or that there will be any return of capital invested to investors in the Company or the Master Fund, and investment results may vary substantially over time.

Broad Discretionary Power to Choose Investments and Strategies. The Investment Manager has broad discretionary power to decide what investments the Master Fund will make and what strategies it will use. While the Investment Manager currently intends to use the strategies described herein, it is not obligated to do so, and the Investment Manager may choose any other investments and strategies that it believes are advisable, consistent with the Master Fund's investment objectives and subject to the ultimate authority of the Master Fund General Partner.

Additional Strategies and Strategy Allocation. The Master Fund may pursue additional strategies over time that are not currently contemplated in this Offering Memorandum. Such strategies may involve substantial risks that are not disclosed in this Offering Memorandum. The Investment Manager will adjust the Master Fund's investment portfolio from time to time to achieve an appropriate allocation among the investment strategies in the Master Fund's investment portfolio. No assurance can be made that the Master Fund will

continue to invest in any particular strategy, and investors should be willing to assume the risks of investing in multiple strategies selected by the Investment Manager.

Limited Operating History. Although the Principals are experienced professionals who have implemented investment strategies at other organizations, the Company and the Master Fund have a limited operating history on which prospective investors can base an evaluation of future performance.

Reliance on the Principals. The success of the Company and the Master Fund depends in large part upon the skill and expertise of the Principals. Although the Investment Manager believes that the success of the Company and the Master Fund is not dependent upon any one Principal, there can be no assurance that any one of the Principals will continue to be associated with the Company, the Master Fund or the Investment Manager.

Limited Liquidity of Shares. An investment in the Company provides limited liquidity because the Shares are not freely transferable and generally a Shareholder has the right to redeem any or all of its Shares only as of the end of each quarter. The Company is intended for long-term investors who can accept the risks associated with investing primarily in securities that involve a high degree of financial risk and are potentially illiquid. There is no public market for the Shares in the Company or the interests in the Master Fund and no such market is expected to develop in the future. Shareholders and Master Fund Limited Partners (including the Company) may not sell, transfer, exchange, assign, pledge, hypothecate or otherwise dispose of their Shares in the Company or the interests in the Master Fund (or any portion thereof), respectively, without the consent of the Board of Directors or the Master Fund General Partner, as applicable, which may be withheld for any reason or no reason.

Recourse to the Master Fund's Assets. The assets of the Master Fund, including any investments and any cash held by the Master Fund, are available to satisfy all liabilities and other obligations of the Master Fund. If the Master Fund becomes subject to a liability, parties seeking to have the liability satisfied may have recourse to the Master Fund's assets generally and not be limited to any particular asset.

Absence of Regulatory Oversight. Neither the Company nor the Master Fund is registered as an investment company under the Investment Company Act, in reliance upon an exemption available to privately offered investment companies and, accordingly, the provisions of the Investment Company Act (which, among other things, require investment companies to have a majority of disinterested directors, provide limitations on leverage, limit transactions between investment companies and their affiliates and regulate the relationship between the advisor and the investment company) are not applicable.

No Guarantee of Return or Performance. The obligations or performance of the Company or the Master Fund or the returns on investments in the Company or the Master Fund are not guaranteed in any way. Any losses of the Company will be borne solely by investors in the Company. Ownership interests in the Company are not insured by the Federal Deposit Insurance Corporation, and are not deposits, obligations of, or endorsed or guaranteed in any way, by any banking entity.

Legal, Tax and Regulatory Risks. Legal, tax and regulatory developments that may adversely affect the Company or the Master Fund could occur during the term of the Company and the Master Fund. In addition, the securities and futures markets are subject to comprehensive statutes, regulations and margin requirements, other regulators and self-regulatory organizations and exchanges authorized to take extraordinary actions in the event of market emergencies. The regulation of derivatives transactions and funds that engage in such transactions is an evolving area of law and is subject to change by government and judicial actions. The regulatory environment for private funds is evolving, and currently there are numerous legislative and regulatory proposals in the United States, Europe and other countries that could affect the Company and the Master Fund and their respective trading activities. Changes in the regulation of private funds and their trading activities may adversely affect the ability of the Master Fund to pursue its investment strategy, its ability to obtain leverage and financing and the value of investments held by the Master Fund. There has been an increase in governmental, as well as self-regulatory, scrutiny of the alternative investment industry in general. It is impossible to predict what, if any, changes in laws and regulations may occur, but any laws and regulations which restrict the ability of the Master Fund to trade in securities or the ability of the Master Fund to employ, or brokers and other counterparties to extend, credit

in its trading (as well as other regulatory changes that result) could have a material adverse impact on Master Fund's portfolio.

The Company, the Master Fund and the Investment Manager may also be subject to regulation in jurisdictions in which they engage in business. Investors should understand that the Company's and the Master Fund's business is dynamic and is expected to change over time. Therefore, the Company and the Master Fund may be subject to new or additional regulatory constraints in the future. This Offering Memorandum cannot address or anticipate every possible current or future regulation that may affect the Company, the Master Fund, the Board of Directors, the Master Fund General Partner or their businesses. Such regulations may have a significant impact on the Fund Investors or the operations of the Company or the Master Fund, including, without limitation, restricting the types of investments the Company or the Master Fund may make, preventing the Company and/or the Master Fund from exercising its voting rights with regard to certain financial instruments and requiring the Company and/or the Master Fund to disclose the identity of their investors. The Investment Manager may, in its sole discretion subject to the ultimate authority of the Board of Directors and the Master Fund General Partner, respectively, cause the Company or the Master Fund to be subject to such regulations if it believes that an investment or business activity which may trigger such regulation is in the Company's or the Master Fund's interest, even if such regulations may have a detrimental effect on one or more Fund Investors. Prospective investors are encouraged to consult their own advisors regarding an investment in the Company and the Master Fund.

General Investment Risks

As the Company is expected to be primarily a vehicle for investing in the Master Fund, risks relating to the Master Fund should be read to include the Company and risks relating to the Company should be read to include the Master Fund, unless the context otherwise requires.

Availability of Investment Strategies. The success of the Master Fund's investment and trading activities depends on the ability of the Investment Manager and the Principals to identify overvalued and undervalued investment opportunities. Identification and exploitation of the investment strategies to be pursued by the Master Fund involve a high degree of uncertainty. No assurance can be given that the Investment Manager or the Principals will be able to identify suitable investment opportunities in which to deploy all of the Master Fund's capital. A reduction in overall market volatility and liquidity, as well as other market factors, may reduce the pool of profitable investment strategies for the Master Fund.

Market Conditions and Volatility. Market and economic conditions during the past several years have caused significant disruption in the markets. The prices of the Master Fund's investments, including, without limitation, common equity and related equity derivative instruments, high-yield securities, convertible securities and derivatives, including futures and option prices, can be highly volatile. Price movements of forward, futures and other derivative contracts in which the Master Fund's assets may be invested are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments and national and international political and economic events and policies. In addition, governments from time to time intervene, directly and by regulation, in certain markets, particularly those in government bonds, currencies, financial instruments, futures and options. Such intervention is often intended to directly influence prices and may, together with other factors, cause all of such markets to move rapidly in the same direction because of, among other things, interest rate fluctuations. The Master Fund is also subject to the risk of the failure of any exchanges on which its positions trade or of their clearinghouses. These factors and general market conditions could have a material adverse impact on the Master Fund's portfolio.

Changes in Market Environment. Many of the trading strategies developed by the Investment Manager make certain assumptions about the persistence, or "stationarity" of the market environment: the models assume that repeated past behavior of the markets can be used to predict the future, at least in limited ways. Many of the strategies are developed by simulating the performance of a given strategy over historical data. At their core, financial and economic patterns are not immutable, like those of physics and mathematics, and there can be no guarantees that the relationships that appeared to govern financial instruments and their prices in the past will continue in the future.

While the Investment Manager will make efforts to estimate and control the risks associated with market changes, and will attempt to identify changes as they occur, market environment changes can be sudden and extreme. When these changes occur, certain market dynamics can make the changes more severe and can cause their adverse effects to spread to other markets not affected by the initial changes.

In particular, events can cause other market participants to liquidate large positions in a short period of time in order to raise capital, reduce risk or meet margin calls. To the extent that these market participants hold positions in a portfolio of strategies similar to that of the Master Fund, all of these strategies may begin to exhibit adverse returns and correlations not seen under normal markets, even if the initial changes were in markets in which the Master Fund was not involved. Positions which would typically serve as hedges may actually become anti-hedges of the instruments they were initially attempting to hedge, adding further risk to the Master Fund. Unusual market developments may produce returns on the strategies the Master Fund will employ, which are not consistent with the past performance or correlation of such strategies.

Competition. The Master Fund will compete in a highly competitive market for investment opportunities. The success of the Master Fund will depend, in large part, on the ability to acquire target assets at attractive prices. In acquiring target assets, the Master Fund will compete with a variety of institutional investors, specialty finance companies, public and private funds, commercial and investment banks, commercial finance and insurance companies and other financial institutions. Many of the competitors of the Master Fund may be substantially larger and have considerably greater financial, technical, marketing and other resources than the Master Fund. Some competitors may have a lower cost of funds and access to funding sources that may not be available to the Master Fund, such as funding from the U.S. government. Some competitors may have higher risk tolerances or different risk assessments, which could allow them to consider a wider variety of investments and establish more relationships. Furthermore, competition for investments in the target assets of the Master Fund may lead to the price of such assets increasing, which may further limit the ability of the Master Fund to generate desired returns. These factors could have a material adverse impact on the Master Fund's portfolio. Also, as a result of this competition, desirable investments in the target assets of the Master Fund may be limited in the future and the Master Fund may not be able to take advantage of attractive investment opportunities from time to time, and there can be no assurance that the Master Fund will be able to identify and make investments that are consistent with its investment objectives.

Quantitative Model Risks. The Investment Manager will employ quantitatively based financial analytical models to aid in the selection of investments for the Master Fund, to allocate investments across various strategies and subsectors and to determine the risk profile of the Master Fund. The success of the Master Fund's investment and trading activities will depend, in large part, on the viability of these analytical models. There can be no assurance that the models are currently viable, or, if the models are currently viable, that they will remain viable during the term of the Master Fund. Fund Indemnified Persons, including the Investment Manager, will not be liable in damages or otherwise where there is an error in these models or where a transaction is effected in violation of the Master Fund's investment guidelines, except for any liability that results from gross negligence or willful misconduct. Also, there can be no assurance that the investment professionals utilizing the models will be able to (i) determine that any model is or will become not viable or not completely viable or (ii) notice, predict or adequately react to any change in the viability of a model. The use of a model that is not viable or not completely viable could, at any time, have a material adverse effect on the performance of the Master Fund.

Insolvency Considerations with Respect to Issuers of Indebtedness. Various laws enacted for the protection of creditors may apply to debt instruments, including convertible debt, in which the Master Fund invests. The information in this and the following paragraph is applicable with respect to U.S. issuers subject to U.S. federal bankruptcy law. Insolvency considerations may differ with respect to other issuers. If a court in a lawsuit brought by an unpaid creditor or representative of creditors of an issuer of a debt instrument, such as a trustee in bankruptcy, were to find that the issuer did not receive fair consideration or reasonably equivalent value for incurring the indebtedness, and after giving effect to such indebtedness, the issuer (i) was insolvent, (ii) was engaged in a business for which the remaining assets of such issuer constituted unreasonably small capital or (iii) intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they matured, such court could determine to invalidate, in whole or in part, such

indebtedness as a fraudulent conveyance, to subordinate such indebtedness to existing or future creditors of such issuer, or to permit such issuer to recover amounts previously paid by such issuer in satisfaction of such indebtedness. The measure of insolvency for these purposes will vary. Generally, an issuer would be considered insolvent at a particular time if the sum of its debts were then greater than all of its property at a fair valuation, or if the present fair saleable value of its assets were then less than the amount that would be required to pay its probable liabilities on its existing debts as they became absolute and matured. There can be no assurance as to what standard a court would apply in order to determine whether the issuer was "insolvent" after giving effect to the incurrence of the indebtedness in which the Master Fund invested or that, regardless of the method of valuation, a court would not determine that the issuer was "insolvent" upon giving effect to such incurrence. In addition, in the event of the insolvency of an issuer of indebtedness in which the Master Fund invests, payments made on such indebtedness could be subject to avoidance as a "preference" if made within a certain period of time (which may be as long as one year) before insolvency. In general, if payments on indebtedness are avoidable, whether as fraudulent conveyances or preferences, such payments can be recaptured from the Master Fund.

The Master Fund does not intend to engage in conduct that would form the basis for a successful cause of action based upon fraudulent conveyance, preference or equitable subordination. There can be no assurance, however, as to whether any lending institution or other party from which the Master Fund may acquire such indebtedness engaged in any conduct that would form the basis for a successful cause of action based upon fraudulent conveyance, preference or equitable subordination (or any other conduct that would subject such indebtedness and the Master Fund to insolvency laws) and, if it did, as to whether any creditor claims could be asserted in a U.S. court (or in the courts of any other country) against the Master Fund.

Frequently, a debtor seeking to reorganize under U.S. federal bankruptcy law will obtain a "first day" order from the bankruptcy court limiting trading in claims against, and shares of, the debtor in order to maximize the debtor's ability to utilize net operating losses following a successful reorganization. Such an order could in some circumstances adversely affect the Master Fund's ability to successfully implement an investment strategy with respect to a bankrupt company.

Indebtedness consisting of obligations of non-U.S. issuers may be subject to various laws enacted in the countries of their issuance for the protection of creditors. These insolvency considerations will differ depending on the country in which each issuer is located or domiciled and may differ depending on whether the issuer is a non-sovereign or a sovereign entity.

Leveraged Companies. The Master Fund may invest in companies with capital structures that have significant leverage. Such investments are inherently more sensitive to declines in revenues and to increases in expenses and interest rates. The leveraged capital structure of such investments will increase the exposure of the investments to adverse economic factors such as downturns in the economy or deterioration in the condition of the investment or its industry. Additionally, the securities acquired by the Master Fund may be the most junior securities in what may be a complex capital structure, and thus subject to the greatest risk of loss.

Limited Liquidity of Master Fund Investments. The market value of the Master Fund's investments may fluctuate with, among other things, changes in prevailing interest rates, general economic conditions, the condition of financial markets, developments or trends in the financial services industry and the financial condition of the issuers of the securities in which the Master Fund invests. During periods of limited liquidity and higher price volatility, the Master Fund's ability to acquire or dispose of its investments at a price and time that the Master Fund deems advantageous may be impaired. As a result, in periods of rising market prices, the Master Fund may be unable to participate in price increases fully to the extent that it is unable to acquire the desired positions quickly; the Master Fund's inability to dispose fully and promptly of positions in declining markets will conversely cause its net asset value to decline as the value of unsold positions is marked to lower prices.

Inflation/Deflation Risk. Inflation may have an adverse effect on the value of payments from assets held by the Master Fund that pay an income stream that is fixed or is otherwise not adjusted to reflect such inflation. Deflation risk is the risk that prices throughout the economy decline over time. Deflation may

have an adverse effect on the creditworthiness of issuers and may make issuer default more likely or materially impair the ability of distressed issuers to restructure, which may result in a decline in the value of the Master Fund's portfolio.

Issuer Concentration and Diversification Risk. Although the Investment Manager intends to cause the Master Fund to hold a diversified portfolio, the Master Fund may invest in a limited number of investments. A consequence of a limited number of investments is that the aggregate returns realized by the Master Fund may be substantially affected by the unfavorable performance of a small number of such investments. Although the Master Fund has developed targets which are subject to change, the Company does not have fixed guidelines for investment diversification. To the extent the Master Fund's investments are concentrated in a particular industry, security, issuer or country, the Master Fund's portfolio will then become more susceptible to fluctuations in value resulting from adverse economic conditions affecting that particular industry, security, issuer or country.

Leverage. The Master Fund may use leverage in its investment strategy. Leverage may take the form of loans for borrowed money (*e.g.*, margin loans) or derivative securities and instruments that are inherently leveraged, including options, futures, forward contracts, swaps and repurchase agreements. The use of leverage by the Master Fund can substantially increase the market exposure (and market risk) to which the Master Fund's investment portfolio may be subject. Trading on leverage will result in interest charges or costs, which may be explicit (in the case of loans) or implicit (in the case of many derivative instruments) and, depending on the amount of leverage, such charges or costs could be substantial. The level of interest rates generally, and the rates at which the Master Fund can leverage in particular, can affect the operating results of the Master Fund. In addition, in the case of financial difficulty or market turmoil affecting the Master Fund's brokers, the brokers may reduce their lending to the Master Fund, forcing the Master Fund to liquidate investments under severe time pressures.

The Master Fund's anticipated use of short-term margin borrowings, repurchase agreements, derivatives, and other instruments, including leverage, results in certain additional risks to the Master Fund. For example, should the securities pledged to brokers to secure the Master Fund's margin accounts decline in value, the Master Fund could be subject to a "margin call," pursuant to which the Master Fund may be required on minimum notice either to deposit additional funds with the broker or to suffer mandatory liquidation of the pledged securities to compensate for the decline in value. A significant increase in margin calls as a result of spread widening could harm such Master Fund's liquidity, results of operations, financial condition, and business prospects. Additionally, in order to obtain cash to satisfy a margin call, the Master Fund may be required to liquidate assets at a disadvantageous time, which could cause it to incur further losses. In the event of a sudden precipitous drop in the value of the Master Fund's assets, the Master Fund might not be able to liquidate assets quickly enough to pay off its margin debt.

In the U.S. futures markets, margin deposits are typically required. In the forward, currency and certain other derivative markets, margin deposits may be even lower or may not be required at all. Such low margin deposits are indicative of the fact that any trading in these markets typically is accompanied by a high degree of leverage. Low margin deposits mean that a relatively small adverse price movement in a futures or forward contract may result in immediate and substantial losses to the investor. For example, if at the time of purchase, 10% of the price of a futures contract were deposited as margin, a 10% decrease in the price of the futures contract would, if the contract is then closed out, result in a total loss of the margin deposit before any deduction for the brokerage commission. In addition, as with sales of other leveraged investments, any sale of a future, forward or other commodity contract may result in losses in excess of the margin deposit.

The premiums for certain options traded on non-U.S. exchanges may be paid for on margin. When the Master Fund sells an option on a futures contract, it may be required to deposit margin in an amount that may be determined by the margin requirement established for the futures contract underlying the option and, in addition, in an amount substantially equal to the current premium for the option. The margin requirements imposed on the writing of options, although adjusted to reflect the probability that out-of-the-money options will not be exercised, can in fact be higher than those imposed on dealing in the futures markets directly. Whether any margin deposit will be required for over-the-counter ("**OTC**") options and other OTC instruments, such as currency forwards, swaps and certain other derivative instruments, will

depend on the credit determinations and specific agreements of the parties to the transaction, which are individually negotiated.

Risk Control Framework. The Investment Manager has implemented a risk control system to help the Master Fund manage its risk exposure. No risk control system is fail-safe, and no assurance can be given that the Investment Manager's risk control framework will achieve their objectives. Any target exposures developed by the Investment Manager may be based upon historical patterns for the instruments in which the Master Fund trades and may rely upon pricing models for the behavior of the instruments in response to various changes in market conditions. No assurance can be given that the historical patterns will accurately predict trading patterns or that the pricing models will necessarily accurately predict the manner in which the instruments are priced.

Eurozone Uncertainty. In response to the economic situation facing the European Economic and Monetary Union, or Eurozone, based on factors including tightening credit conditions, higher risk premiums on Eurozone sovereigns and disagreement among European policy makers as to how best to address the declining market confidence with respect to the Eurozone, on January 13, 2012, Standard & Poor's, a division of the McGraw-Hill Companies, Inc. ("**S&P**"), downgraded the long-term credit ratings on nine members of the Eurozone, including Austria, Cyprus, France, Italy, Malta, Portugal, Slovakia, Slovenia and Spain. The outlooks on the ratings on Austria, Belgium, Cyprus, Estonia, France, Ireland, Italy, Luxembourg, Malta, the Netherlands, Portugal, Slovenia and Spain are negative. S&P also lowered the long-term issuer credit rating on the European Financial Stability Facility from 'AAA' to 'AA+'. In addition, in February and March of 2012, Moody's Investor Services downgraded the long-term credit ratings of Cyprus, Italy, Malta Portugal, Slovenia, Spain, and issued a negative outlook to Austria, Britain and France. These downgrades and outlooks could have a material adverse impact on the Master Fund's portfolio.

Foreign Exchange. The Master Fund may engage in foreign exchange transactions in the spot and forward markets to hedge its equity positions denominated in non-U.S. dollar currencies, if any. A forward currency exchange contract involves an obligation to purchase or sell a specific currency at a future date, which may be any fixed number of days from the date of the contract as agreed by the parties, at a price that is fixed at the time the contract is entered into. In addition, the Master Fund may maintain short positions in forward currency exchange transactions, in which the Master Fund agrees to exchange a specified amount of a currency it does not currently own for another currency at a future date in anticipation of a decline in the value of the currency sold relative to the value of the currency the Master Fund agreed to purchase. A forward currency exchange contract offers less protection against defaults by the counterparty to the contract than is the case with exchange-traded currency futures contracts. Forward currency exchange contracts are also highly leveraged, in some cases requiring little or no original margin deposit. The Master Fund may also purchase and sell put and call options on currencies and currency futures contracts and options on currency futures contracts.

Foreign Currency Exposure. Although the prices of non-U.S. investments will generally be determined with reference to currencies other than the U.S. dollar, the Master Fund may value its securities and other assets in U.S. dollars. The Master Fund may or may not seek to hedge all or any portion of the Master Fund's foreign currency exposure. To the extent unhedged, the value of the Master Fund's assets will fluctuate with U.S. dollar exchange rates as well as the price changes of the Master Fund's investments in the various local markets and currencies. Among the factors that may affect currency values are trade balances, the level of short-term interest rates, differences in relative values of similar assets in different currencies, long-term opportunities for investment and capital appreciation and political developments. An increase in the value of the U.S. dollar compared to the other currencies in which the Master Fund makes its investments will reduce the effect of increases and magnify the effect of decreases in the prices of the Master Fund's securities in their local markets. The Master Fund could realize a net loss on an investment, even if there were a gain on the underlying investment before currency losses were taken into account. As outlined above, the Master Fund may seek to hedge currency risks by investing in currencies, currency futures contracts and options on currency futures contracts, forward currency exchange contracts, swaps, swaptions or any combination thereof (whether or not exchange traded), but there can be no assurance that these strategies will be effective, and such techniques entail costs and additional risks. See "—Foreign

Exchange" above. Additionally, a number of emerging market countries have been unable to sustain exchange rates and have devalued their currency relative to other currencies or shifted to floating exchange rate regimes. Any future devaluation could adversely affect the Master Fund.

Currency Hedging of Non-USD Shares. The Master Fund may employ various hedging techniques, as described above, to protect the Non-USD Shares, if any, from fluctuations in the value of the U.S. dollar. The profits, losses and expenses associated with the Currency Hedges will be allocated solely to the Sub-Accounts that the Master Fund maintains for the Non-USD Shares. However, in the event that losses on a Currency Hedge exceed the aggregate balances of the Sub-Accounts that the Master Fund maintains for the Non-USD Shares, the assets of the Master Fund attributable to other investors in the Master Fund could be used to satisfy the liabilities arising from the Currency Hedge. The Master Fund General Partner (or any other party designated by the Master Fund General Partner) intends to minimize the risk that the losses on a Currency Hedge exceed the aggregate balances of the Sub-Accounts that the Master Fund maintains for the Non-USD Shares. However, there can be no assurance that the net asset value of the other classes of Shares will be unaffected by significant losses by the Master Fund on its currency hedging activity that exceeds the aggregate balances of the Sub-Accounts that the Master Fund maintains for the Non-USD Shares.

Non-U.S. Investments. The Master Fund may invest a portion of its capital outside the United States in non-U.S. dollar denominated securities, including in securities issued by non-U.S. companies and in non-U.S. currency. These investments involve special risks not usually associated with investing in securities of U.S. companies. Because investments in non-U.S. issuers may involve non-U.S. dollar currencies and because the Master Fund may temporarily hold funds in bank deposits in such currencies during the completion of its investment program, the Master Fund may be affected favorably or unfavorably by changes in currency rates (including as a result of the devaluation of a foreign currency) and in exchange control regulations and may incur transaction costs in connection with conversions between various currencies.

In addition, because non-U.S. entities are not subject to uniform accounting, auditing and financial reporting standards, practices and requirements comparable with those applicable to U.S. companies, there may be different types of, and lower quality, information available about a non-U.S. company than a U.S. company. These factors can make it difficult to analyze and compare the performance of non-U.S. companies. There is also less regulation, generally, of the securities markets and the financial services sector in foreign countries than there is in the United States. This may make it more difficult for the Master Fund to stay informed of corporate action that may affect the price of a particular security.

Some foreign securities markets have a higher potential for price volatility and relative illiquidity compared to the U.S. securities markets. With respect to certain countries there may be the possibility of expropriation or confiscatory taxation, political, economic or social instability, limitation on the removal of funds or other assets or the repatriation of profits, restrictions on investment opportunities, the imposition of trading controls, withholding or other taxes on interest, capital gain or other income, import duties or other protectionist measures, various laws enacted for the protection of creditors, greater risks of nationalization or diplomatic developments which could adversely affect the Master Fund's investments in those countries.

FATCA Withholding. In general, under the U.S. federal tax provisions generally referred to as "**FATCA**," a 30% U.S. withholding tax will be imposed on certain payments made to the Master Fund, after December 31, 2013 (including, after December 31, 2014, gross proceeds from the disposition of property that can produce U.S.-source interest or dividends) unless the Master Fund complies with certain U.S. reporting requirements. The Master Fund intends to comply with the FATCA requirements in order to prevent the imposition of this withholding tax, but it is nevertheless possible that the Master Fund will not be able to do so. The relevant reporting requirements will entail, among other things, collection and reporting to the U.S. Internal Revenue Service of information regarding ownership by U.S. persons of direct or indirect interests in entities that are non-U.S. investors in the Company. In addition, under FATCA, the Company will generally be required to withhold a 30% U.S. tax from a portion of any distribution that it makes to certain non-U.S. investors. Under proposed Treasury regulations, this withholding would be imposed on

distributions made by the Company on or after January 1, 2017. Prospective investors are urged to read "VIII. Certain Tax and Regulatory Considerations—A. Certain Tax Considerations—Certain United States Tax Considerations— FATCA Tax at the Entity Level."

Securities Filings. The Investment Manager may, in its sole discretion, elect to cause the Master Fund to (i) refrain from entering into a transaction to purchase that the Investment Manager may otherwise have caused the Master Fund to enter into or (ii) sell a given financial instrument that the Master Fund presently holds, if such transaction or the continued ownership of such financial instrument would cause the Company, the Master Fund, any Feeder Fund, the Investment Manager or any of their respective affiliates to make a governmental, regulatory or other public filing in the United States or any non-U.S. jurisdiction. Any such election by the Investment Manager may cause the Master Fund to (x) forego an investment opportunity that the Investment Manager had determined may otherwise generate a profit for the Master Fund and/or (y) incur additional expenses, including without limitation, brokerage and/or legal fees.

Risks Related to Investments in Derivatives

Short Sales. The Master Fund intends to engage in short selling. Short selling involves selling securities that may or may not be owned by the seller and borrowing the same securities for delivery to the purchaser, with an obligation to replace the borrowed securities at a later date. Short selling allows the investor to profit from declines in the value of securities. A short sale creates the risk of a loss, which could in some cases be theoretically unlimited, in that the price of the underlying security could theoretically increase without limit, thus increasing the cost of buying those securities to cover the short position. There can be no assurance that the security necessary to cover a short position will be available for purchase. Purchasing securities to close out the short position can itself cause the price of the securities to rise further, thereby exacerbating the loss. Securities may be sold short by the Master Fund in a long/short strategy to hedge a long position or to enable the Master Fund to express a view as to the relative value between the long and short positions, or as part of an outright short position. There is no assurance that the objectives of these strategies will be achieved, or specifically that the long position will not decrease in value and the securities underlying the short position will not increase in value, causing the Master Fund losses on both components of the transaction, or that the securities underlying an outright short position will not increase in value. If the underlying securities increase in value, the short position decreases in value and the Master Fund sustains a loss. In addition, when the Master Fund effects a short sale, it may be obligated to leave the proceeds thereof with the broker and also deposit with the broker an amount of cash or other securities (subject to requirements of applicable law) that is sufficient under any applicable margin or similar regulations to collateralize its obligation to replace the borrowed securities that have been sold.

In response to dislocations in the financial services industry and other market events, the U.S. Securities and Exchange Commission (the "**SEC**") and securities regulators of many other jurisdictions have implemented certain prohibitions and disclosure requirements on short selling of securities and may impose additional restrictions in the future. In 2010, the SEC's new short sale price test ("**Short Sale Rule**") became effective. The Short Sale Rule imposes restrictions upon a 10% decline in the price of a National Market System stock (any National Market System security other than an option, ***i.e.***, stocks listed on the New York Stock Exchange, NYSE Euronext and NASDAQ) from its previous day's closing price and effectively restricts the display or execution by exchanges and other trading centers of a short sale order in such stock to a price above the national best bid for the remainder of the trading day and the next trading day. In November 2011, the European Parliament passed a broad regulation that restricts and regulates short selling and certain over-the-counter derivatives in Europe that will come into effect on November 1, 2012. In addition, following volatility in Europe markets during the summer of 2011 and in November 2011, some European countries, including France, Italy and Spain, imposed temporary bans on short selling securities for certain financial services companies listed in their markets, and certain European countries have imposed further restrictions on short selling. Restrictions on the short selling of securities could interfere with the ability of the Master Fund to execute certain aspects of its investment strategies, including its ability to hedge certain exposures and execute transactions to implement its risk management guidelines, and any such limitations may adversely affect the performance of the Master Fund.

In addition, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the "**Dodd-Frank Act**") requires the SEC to adopt rules providing for monthly public disclosure of the aggregate amount of the number of short sales of a particular security by institutional investment managers. The Dodd-Frank Act also expands the SEC's authority over short selling in most securities, and requires the SEC to study the state of short selling, which could lead to further short sale regulation and additional disclosure requirements.

Derivative Instruments Generally. Derivative instruments, or "derivatives," include instruments and contracts that are derived from and are valued in relation to one or more underlying securities, financial benchmarks or indices. Derivatives typically allow an investor to hedge or speculate upon the price movements of a particular security, financial benchmark or index at a fraction of the cost of acquiring, borrowing or selling short the underlying asset. The value of a derivative depends largely upon price movements in the underlying asset. Therefore, many of the risks applicable to trading the underlying asset are also applicable to derivatives trading. However, there are a number of additional risks associated with derivatives trading. Transactions in certain derivatives are subject to clearance on a U.S. national exchange and to regulatory oversight, while other derivatives are subject to risks of trading in the over-the-counter markets or on non-U.S. exchanges. Additional risks associated with derivatives trading include:

Tracking. When used for hedging purposes, an imperfect or variable degree of correlation between price movements of the derivative instrument and the underlying investment sought to be hedged may prevent the Master Fund from achieving the intended hedging effect or expose the Master Fund to risk of loss.

Liquidity. Derivative instruments may not be liquid in all circumstances, so that in volatile markets the Master Fund may not be able to close out a position without incurring a loss. Daily limits on price fluctuations and speculative position limits on exchanges on which the Master Fund may conduct its transactions in derivative instruments may prevent profitable liquidation of positions, subjecting the Master Fund to the potential of greater losses.

Operational Leverage. Trading in derivative instruments can result in large amounts of operational leverage. Thus, the leverage offered by trading in derivative instruments will magnify the gains and losses experienced by the Master Fund and could cause the Master Fund's net asset value to be subject to wider fluctuations than would be the case if the Master Fund did not use the leverage feature of derivative instruments.

Over-the-Counter Trading. Derivative instruments that may be purchased or sold by the Master Fund may include instruments not traded on an exchange. The risk of nonperformance by the obligor on such an instrument may be greater than the risk associated with an exchange-traded instrument. The Master Fund may also not be able to dispose of, or enter into a closing transaction with respect to, such an instrument as easily as in the case of an exchange traded instrument. In addition, significant disparities may exist between "bid" and "asked" prices for derivative instruments that are not traded on an exchange. Derivative instruments not traded on exchanges are not subject to the same degree of government regulation as exchange-traded instruments, and many of the protections afforded to participants in a regulated environment may not be available in connection with the transactions with respect to these instruments. However, the Dodd-Frank Act is expected to significantly increase the level of government regulation of over-the-counter derivative transactions. See "—Changes to Derivatives Regulation" below.

Further, the tax environment for derivatives is evolving and changes in the taxation of derivative instruments may affect the value of the derivative instruments held by the Master Fund and the implementation of the Master Fund's strategy.

Call Options. The Master Fund may engage in the use of call options. There are risks associated with the sale and purchase of call options. The seller (writer) of a call option which is covered (*i.e.*, 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 less the premium received, and gives up the opportunity for gain on the underlying security above the exercise price

of the option. The seller of an uncovered 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 his entire investment in the call option. However, if the buyer of the call sells the underlying security short, the loss on the call will be offset in whole or in part by any gain on the short sale of the underlying security.

Put Options. The Master Fund may engage in the use of put options. There are risks associated with the sale and purchase of put options. The seller (writer) of a put option which is covered (*i.e.*, 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 sales price (in establishing the short position) of the underlying security plus the premium received, and gives up the opportunity for gain on the short position for values of the underlying security below the exercise price of the option. The seller of an uncovered put option assumes the risk of a decline in the market price of the underlying security below the exercise price of the option.

The buyer of a put option assumes the risk of losing his entire investment in the put option. However, 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.

Forward Trading. The Investment Manager may cause the Master Fund to enter into forward contracts or options thereon that are not traded on exchanges and not standardized. Rather, banks and dealers act as principals in these markets, negotiating each transaction on an individual basis. Forward and "cash" trading is substantially unregulated; there are no limitations on daily price movements and speculative position limits are not applicable. Banks and other dealers with which the Master Fund maintains accounts may require the Master Fund to deposit margin with respect to such trading, although margin requirements are often minimal or nonexistent. The Master Fund's counterparties are not required to continue to make markets in such contracts and these markets can experience periods of illiquidity, sometimes of significant duration. There have been periods during which certain counterparties have refused to continue to quote prices for forward contracts or have quoted prices with an unusually wide spread (the price at which the counterparty is prepared to buy and that at which it is prepared to sell). Arrangements to trade forward contracts may be made with only one or a few counterparties, and liquidity problems therefore might be greater than if such arrangements were made with numerous counterparties. Disruptions can occur in forward markets due to unusually high trading volume, political intervention or other factors. The imposition of credit controls by governmental authorities might also limit such forward trading to less than the amount that the Investment Manager would otherwise recommend, to the possible detriment of the Master Fund. Market illiquidity or disruption could result in significant losses to the Master Fund.

Swap Agreements. The Master Fund may enter into swap agreements. Swap agreements can be individually negotiated and structured to include exposure to a variety of different types of investments or market factors. Depending on their structure, swap agreements may increase or decrease the Master Fund's exposure to long-term or short-term interest rates (in the United States or abroad), foreign currency values, corporate borrowing rates, or other factors such as security prices, baskets of securities, or inflation rates. Swap agreements can take many different forms and are known by a variety of names. The Master Fund is not limited to any particular form of swap agreement if the Master Fund General Partner determines that other forms are consistent with the Master Fund's investment objectives and policies.

Swap agreements will tend to shift the Master Fund's investment exposure from one type of investment to another. For example, if the Master Fund agrees to exchange payments in dollars for payments in foreign currency, the swap agreement would tend to decrease the Master Fund's exposure to U.S. interest rates and increase its exposure to foreign currency and interest rates. Depending on how they are used, swap agreements may increase or decrease the overall volatility of the Master Fund's portfolio. The most significant factor in the performance of swap agreements is the change in the specific interest rate, currency, individual equity values or other

factors that determine the amounts of payments due to and from the Master Fund. If a swap agreement calls for payments by the Master Fund, it must be prepared to make such payments when due. In addition, if the counterparty's creditworthiness declines, the value of a swap agreement would be likely to decline, potentially resulting in losses by the Master Fund.

Credit Default Swaps. The Master Fund may take short and/or long positions in securities by entering into credit default swaps ("**CDS**") referencing such securities or an index of such securities. The CDS transaction market can be extremely volatile and the Master Fund's financial results may be negatively affected as a result of a variety of factors relating to the credit swap market, including changes in the overall economy, supply and demand conditions in the credit default swap market and other factors affecting the corporate credit markets in general. Under certain market conditions, the Master Fund may not be able to terminate or assign CDS transactions in a timely fashion and for a fair price when desired, if at all. The Master Fund may be required to seek the consent of a relevant CDS counterparty before assigning or transferring any CDS transaction, which may cause delays or force the Master Fund to terminate such CDS transaction. In addition, the tax treatment of credit default swaps is unclear, and there can be no assurance that the Internal Revenue Service will agree with the Master Fund's treatment of these instruments.

Hedging Transactions by the Master Fund. The Master Fund's hedging techniques could involve a variety of derivative transactions, including swaps, futures contracts, exchange-listed and over-the-counter put and call options on securities or on financial indices, forward foreign currency contracts, and various interest rate and foreign exchange transactions (collectively, "**Hedging Instruments**"). Hedging techniques involve risks different than those of underlying investments. In particular, the variable degree of correlation between price movements of Hedging Instruments and price movements in the position being hedged creates the possibility that losses on the hedge may be greater than gains in the value of the Master Fund's positions (or that there may be losses on both legs of a transaction). In addition, certain Hedging Instruments and markets may not be liquid in all circumstances. As a result, in volatile markets, the Master Fund may not be able to close out a transaction in certain of these instruments without incurring losses substantially greater than the initial deposit. Although the contemplated use of Hedging Instruments should tend to minimize the risk of loss due to a decline in the value of the hedged position, at the same time the use of these instruments tends to limit any potential gain that might result from an increase in the value of such position. The ability of the Master Fund to hedge successfully will depend on the Investment Manager's ability to predict pertinent market movements, which cannot be assured. In addition, it is not possible to hedge fully or perfectly against currency fluctuations affecting the value of securities denominated in non-U.S. currencies because the value of those securities is likely to fluctuate as a result of independent factors not related to currency fluctuations. Finally, the daily variation margin requirements in futures contracts that may be sold by the Master Fund would create an ongoing greater potential financial risk than would options transactions, where the exposure is limited to the cost of the initial premium and transaction costs paid by the Master Fund.

Liquidity of Futures Contracts. The Master Fund may use futures as part of its investment program. Prior to such time, the Investment Manager will determine and pursue all steps that are necessary and advisable to ensure compliance with the U.S. Commodity Exchange Act and the rules and regulations promulgated thereunder. Futures positions may be illiquid because certain commodity exchanges limit fluctuations in certain futures contract prices during a single day by regulations referred to as "daily price fluctuation limits" or "daily limits." Under such daily limits, during a single trading day no trades may be executed at prices beyond the daily limits. Once the price of a particular futures contract has increased or decreased by an amount equal to the daily limit, positions in that contract can neither be entered into nor liquidated unless traders are willing to effect trades at or within the limit. Futures prices have occasionally moved beyond the daily limits for several consecutive days with little or no trading. Over-the-counter instruments generally are not as liquid as instruments traded on recognized exchanges. These constraints could prevent the Master Fund from promptly liquidating unfavorable positions and subject it to

substantial losses. In addition, the Commodity Futures Trading Commission (the "**CFTC**") and various exchanges impose speculative position limits on the number of positions that, on an aggregate basis, the Master Fund and any other investment fund or separately managed account managed by the Investment Manager may indirectly hold or control in particular commodities.

Non-U.S. Futures Transactions. Foreign futures transactions involve executing and clearing trades on a foreign exchange. This is the case even if the foreign exchange is formally "linked" to a domestic exchange, whereby a trade executed on one exchange liquidates or establishes a position on the other exchange. No domestic organization regulates the activities of a foreign exchange, including the execution, delivery, and clearing of transactions on such an exchange, and no domestic regulator has the power to compel enforcement of the rules of the foreign exchange or the laws of the foreign country. Moreover, such laws or regulations will vary depending on the foreign country in which the transaction occurs. For these reasons, the Master Fund may not be afforded certain of the protections which apply to domestic transactions, including the right to use domestic alternative dispute resolution procedures. In particular, funds received from customers to margin foreign futures transactions may not be provided the same protections as funds received to margin futures transactions on domestic exchanges. In addition, the price of any foreign futures or option contract and, therefore, the potential profit and loss resulting therefrom, may be affected by any fluctuation in the foreign exchange rate between the time the order is placed and the foreign futures contract is liquidated or the foreign option contract is liquidated or exercised.

Illiquidity and Credit Risk of Derivative Instruments. The Master Fund may enter into transactions involving privately negotiated OTC derivative instruments, including, among others, interest rate, volatility, foreign currency, equity and equity index swaps, OTC options and forward contracts on securities, security indices and foreign currencies. There can be no assurance that a liquid secondary market will exist for any particular derivative instrument at any particular time. Although OTC derivative instruments are designed to meet particular financing needs and, therefore, typically provide more flexibility than exchange-traded products, the risk of illiquidity is also greater as these instruments can generally be closed out only by negotiation with the other party to the instrument. OTC derivative instruments, unlike exchange-traded instruments, are not guaranteed by an exchange or clearinghouse and thus are generally subject to greater credit risks and the possibility of non-performance by the counterparty.

Changes to Derivatives Regulation. Through its comprehensive new regulatory regime for derivatives, the Dodd-Frank Act will impose mandatory clearing, exchange-trading and margin requirements on many derivatives transactions (including formerly unregulated over-the-counter derivatives) in which the Master Fund may engage. The Dodd-Frank Act also creates new categories of regulated market participants, such as "swap dealers," "security-based swap dealers," "major swap participants," and "major security-based swap participants" who will be subject to significant new capital, registration, recordkeeping, reporting, disclosure, business conduct and other regulatory requirements. The details of these requirements and the parameters of these categories remain to be clarified through rulemaking and interpretations by the CFTC, the SEC, the Federal Reserve and other regulators in a regulatory implementation process which is expected to take a year or more to complete.

Nonetheless, based on information available as of the date of this Offering Memorandum, the possible effect of the Dodd-Frank Act will be to increase the Master Fund's overall costs of entering into derivatives transactions. In particular, new margin requirements, position limits, and capital charges, even if not directly applicable to the Master Fund, may cause an increase in the pricing of derivatives transactions sold by market participants to whom such requirements apply. Administrative costs, due to new requirements such as registration, recordkeeping, reporting, and compliance, even if not directly applicable to the Master Fund, may also be reflected in higher pricing of derivatives. New exchange-trading and trade reporting requirements may lead to reductions in the liquidity of derivative transactions, cause adverse pricing or reduced availability of certain derivatives, or the reduction of arbitrage opportunities for the Master Fund, adversely affecting the performance of certain of the Master Fund's trading strategies.

Other Risk Factors

Reliance on Technology. Certain of the Master Fund's trading strategies are reliant on technology, including hardware, software and telecommunications systems. Forecasting, trade execution, data gathering, risk management and accounting systems all require a high degree of automation and computerization. The Investment Manager will attempt to reduce the incidence and impact of software errors by internal testing of the software code. However, software errors may result in the execution of unanticipated trades, either through direct automated execution or because the Investment Manager executed trades in connection with such software errors. Errors may occur gradually and once in the code may be very hard to detect and can potentially affect results over a long period of time.

Significant parts of the technology used in the management of the Master Fund are provided by third parties and are therefore beyond the Investment Manager's direct control. The Investment Manager seeks, on an ongoing basis, to insure adequate backups of software and hardware where possible. Further, if an unforeseeable software or hardware malfunction or problem is caused by a defect, virus or other outside force, the Master Fund may be materially adversely affected.

Counterparty Credit Risk. Because many purchases, sales, financing arrangements, securities lending transactions and derivative transactions in which the Master Fund will engage involve instruments that are not traded on an exchange, but are instead traded between counterparties (which may include, without limitation, the Prime Broker) based on contractual relationships, the Master Fund is subject to the risk that a counterparty will not perform its obligations under the related contracts. Although the Master Fund intends to enter into transactions only with counterparties that the Investment Manager believes to be creditworthy, there can be no assurance that a counterparty will not default and that the Master Fund will not sustain a loss on a transaction as a result. Such risks may differ materially from those entailed in exchange-traded transactions that generally are backed by clearing organization guarantees, daily marking-to-market and settlement of positions and segregation and minimum capital requirements applicable to intermediaries.

In situations where the Master Fund places assets in the care of a custodian or is required to post margin or other collateral with a counterparty, the custodian or the counterparty may fail to segregate such assets or collateral, as applicable, or may commingle the assets or collateral with the relevant custodian's or counterparty's own assets or collateral, as applicable. As a result, in the event of the bankruptcy or insolvency of any custodian or counterparty, the Master Fund's excess assets and collateral may be subject to the conflicting claims of the creditors of the relevant custodian or counterparty, and the Master Fund may be exposed to the risk of a court treating the Master Fund as a general unsecured creditor of such custodian or counterparty, rather than as the owner of such assets or collateral, as the case may be.

The Master Fund may, from time to time, purchase, sell, borrow or lend securities through either a U.S. prime broker or a foreign affiliate of such prime broker and have assets held at accounts of such prime broker or its foreign affiliate. If the Master Fund's assets are held at a U.S. prime broker, in the event of the bankruptcy or insolvency of such prime broker, even if assets are segregated, the Master Fund is subject to risk that it will not receive a complete return of those assets. Under SEC rules, the prime broker must segregate "fully paid" customer securities and "excess margin securities" for the benefit of customers. In addition, pursuant to the SEC reserve formula, the prime broker must place customer funds in a segregated account for the benefit of customers to assure that there will be sufficient assets to satisfy all customer claims. Nonetheless, except with respect to physical securities held in the Master Fund's name, the Master Fund will not have a right to the return of specific assets but rather will generally have a claim based on the net equity in its account. A customer's net equity claim equals the dollar value of (i) all cash held in a customer's account for the purchase of securities (including proceeds from the sale of securities) plus (ii) the value of securities held in such account (determined as of the date of the bankruptcy petition filing), less any amounts owed by the customer to the broker-dealer. With respect to securities, the Master Fund will be entitled to its proportionate share of securities held by the prime broker on behalf of all customers. If there is a shortfall, the customers will share proportionally in the loss. With respect to cash, there will be a net calculation whereby all obligations owed to the prime broker are netted against all cash owed to customers. Securities Investor Protection Corporation ("**SIPC**") will guarantee the shortfall up to $500,000 per customer account with a maximum of $250,000 in cash. Many firms have additional liquidation insurance which may supplement the SIPC insurance coverage. In the event that there are still customer

shortfalls after all of the insurance coverage is used, the Master Fund will become a general unsecured creditor of the prime broker for the remainder of its claim. In the event that the Master Fund's assets are used to support margin loans or are otherwise re-hypothecated pursuant to the Master Fund's permission, the assets will not be protected under the SEC segregation requirement, reserve formula or SIPC liquidation insurance.

Further, not all activities or transactions conducted with the prime broker are subject to these customer protection rules. If the assets are custodied with a foreign broker-dealer, the above U.S. regulations do not apply and the law in the local jurisdiction will govern the disposition of assets of the broker-dealer upon liquidation. Such proceedings may be time consuming and costly. In some cases, the Master Fund may become an unsecured creditor of the foreign entity where the Master Fund's assets were held.

The Master Fund is subject to the risk that issuers of the instruments in which it invests and trades may default on their obligations under those instruments, and that certain events may occur which have an immediate and significant adverse effect on the value of those instruments. There can be no assurance that an issuer of an instrument in which the Master Fund invests will not default, or that an event which has an immediate and significant adverse effect on the value of an instrument will not occur, and that the Master Fund will not sustain a loss on a transaction as a result.

Transactions entered into by the Master Fund may be executed on various U.S. and non-U.S. exchanges, and may be cleared and settled through various clearing houses, custodians, depositories and prime brokers throughout the world. Although the Master Fund will attempt to execute, clear and settle the transactions through entities the Investment Manager believes to be sound, there can be no assurance that a failure by any such entity will not lead to a loss to the Master Fund.

Master Fund Turnover. The turnover rate of the Master Fund's investment portfolio is expected to be significant, potentially involving substantial brokerage commissions and fees and other transaction costs.

Expenses May Be a High Percentage of Assets. Operating expenses that are necessary for the Master Fund's proper operation may be a high percentage of the Master Fund's net asset value and, even if the Master Fund's strategy is successful, the Master Fund may still not be profitable. For example, it is possible that the Master Fund may have trading gains while the Master Fund's net asset value may not increase or may even decrease due to high expenses. The Master Fund may initially have substantially fewer assets with which to trade than it may have over time.

No Participation in the Management. Fund Investors have no right or power to participate in the management or control of the business of the Company or the Master Fund and thus must depend solely upon the ability of the Board of Directors, the Master Fund General Partner and the Investment Manager (including the Principals) with respect thereto and with respect to making investments. In addition, Fund Investors will not have an opportunity to evaluate the specific investments made by the Master Fund or the terms of any investment made by the Master Fund.

Portfolio Valuation. Valuations of the Master Fund's portfolio, which will affect the amount of the Management Fee and the Incentive Allocation, are expected to involve uncertainties and discretionary determinations. Third-party pricing information is not expected to be generally available regarding a significant portion of the Master Fund's securities, derivatives and other assets. In addition, to the extent third-party pricing information is available, a disruption in the secondary markets for the Master Fund's investments may limit the ability of the Administrator to obtain accurate market quotations for purposes of valuing investments and calculating the net asset value of the Master Fund's investments. Material events occurring after the close of a principal market upon which a portion of the securities or other assets of the Master Fund are traded may require the Master Fund General Partner, in consultation with the Administrator, to make a determination of the effect of a material event on the value of the securities or other assets traded on the market for purposes of determining the net asset value of the Master Fund's investments on a valuation date. Further, because of the overall size and concentrations in particular markets and maturities of positions that may be held by the Master Fund from time to time, the liquidation values of the Master Fund's securities and other investments may differ significantly from the interim valuations of these investments derived from the valuation methods described herein or in the Master Fund

Partnership Agreement. If the Administrator's valuation of the Master Fund's portfolio should prove to be incorrect, the net asset value of the Master Fund's investments could be adversely affected. Absent bad faith or manifest error, valuation determinations in accordance with the Investment Manager's valuation policy will be conclusive and binding. In calculating the net asset value of the Master Fund's portfolio, the Administrator expects to rely upon, and will not be responsible for the accuracy of, financial data furnished to it by third parties including automatic processing services, third party financial models, brokers, market makers or intermediaries, the Investment Manager, and any administrator or valuations agent of other collective investments into which the Master Fund invests. To the extent that the Administrator relies on information supplied by the Investment Manager or any brokers or other financial intermediaries engaged by the Master Fund or by the Administrator, in connection with calculating the net asset value of the Master Fund, the Administrator's liability for the accuracy of such calculation is limited to the accuracy of its computations. The Administrator is not liable for the accuracy of the underlying data provided to it. The Administrator exercises no discretion in calculating the net asset value of the Master Fund's portfolio and relies entirely on third party pricing vendors or models.

If and to the extent that the Investment Manager is responsible for or otherwise involved in the pricing of any of the Company's or the Master Fund's assets, the Administrator may accept, use and rely on such prices, without verification, in determining the net asset value of the Company or the Master Fund and shall not be liable to the Company, the Master Fund, any Shareholder, any Master Fund Limited Partner, any Fund Investor or any other person in doing so.

Investors Subject to Regulation. Certain prospective investors may be subject to U.S. federal and state laws, rules and regulations that may regulate their participation in the Company and, therefore, the Master Fund, or their engaging directly, or indirectly through an investment in the Company, in investment strategies of the type which the Master Fund may use from time to time (*e.g.*, short sales of securities and the use of futures, leverage and limited diversification). Each type of organization may be subject to different laws, rules and regulations, and such prospective investors should consult with their own advisors as to the advisability and tax consequences of an investment in the Company and, therefore, the Master Fund. Investment in the Company by entities subject to ERISA and other tax-exempt entities requires special consideration. Trustees or administrators of such entities are urged to carefully review the matters discussed in this Offering Memorandum. See "VIII. Certain Tax and Regulatory Considerations."

Reliance on Human Discretion. Certain investment strategies remain materially reliant on human discretion. The Investment Manager and its employees will endeavor to exercise that discretion in a reasonable manner, but no guarantee can be made that such decisions will be successful or not have unintended or unforeseen consequences.

Litigation and Claims. The Company, the Master Fund, the Master Fund General Partner and the Investment Manager, as independent legal entities, may be subject to lawsuits or proceedings by government entities or private parties. Except in certain limited circumstances, expenses or liabilities of the Master Fund and/or the Company arising from any suit will be borne by such entities.

Trading Limitations. For all securities listed on a securities exchange, including options listed on a public exchange, the exchange generally has the right to suspend or limit trading under certain circumstances. Such suspensions or limits could render certain strategies difficult to complete or continue and subject the Company and/or the Master Fund to loss. Also, such a suspension could render it impossible for the Investment Manager to liquidate positions and thereby expose the Company and/or the Master Fund to potential losses.

Accuracy of Public Information. The Investment Manager selects investments for the Master Fund, in part, on the basis of information and data filed by issuers with various government regulators or made directly available to the Investment Manager by the issuers or through sources other than the issuers. Although the Investment Manager will generally evaluate all such information and data and, when the Investment Manager considers it is appropriate and when it is reasonably available, seek independent corroboration, the Investment Manager is not in a position to confirm the completeness, genuineness or accuracy of such information and data, and in some cases, complete and accurate information is not available. Investments may not perform as expected if information is inaccurate.

Loans of Portfolio Securities. The Master Fund may loan securities in its portfolio on terms customary in the securities industry or enter into other transactions constituting a loan of the Master Fund's assets, respectively. By entering into such transactions, the Master Fund seeks to increase its income through the receipt of interest on the loan. In the event of the bankruptcy or insolvency of the counterparty to the securities loan, the Master Fund could experience delays in recovering the securities it lent. To the extent that the value of the securities lent by the Master Fund increases in value, the Master Fund could experience a loss if such securities are not recovered.

Uncovered Risks. The Investment Manager may employ various hedging techniques to reduce the risk of highly speculative investments in securities. There remains a substantial risk, however, that hedging techniques may not always be possible or effective in limiting losses.

Execution of Master Fund Transactions. The Investment Manager is responsible for choosing the brokers, dealers and transaction agents and counterparties (collectively "**Broker-Dealers**") used for each of the Master Fund's securities transactions. Although various legal protections are intended to preserve the net claims that a customer, such as the Master Fund, may have in relation to a U.S. broker-dealer, a failure in the creditworthiness of a Broker-Dealer, or the default, delay or inability or refusal of a Broker-Dealer to perform could result in a loss of all or a portion of the Master Fund's investments with or through the relevant Broker-Dealer. Because securities owned by the Master Fund that are held by Broker-Dealers (including, but not limited to, the Prime Broker and any other prime broker) are generally not held in the Master Fund's name, a bankruptcy of any such Broker-Dealer is likely to have a greater adverse impact on the Master Fund than if such securities were registered in the Master Fund's name. Certain assets of the Master Fund may be held by non-U.S. Broker-Dealers. Such assets do not have the protection of U.S. regulations. Consequently, in some cases, the Master Fund may become an unsecured creditor in bankruptcy or liquidation proceedings outside of the United States.

Execution of Substantial Withdrawals or Redemptions. Substantial withdrawals or redemptions by Fund Investors within a limited period of time could require the liquidation of securities positions more rapidly than would otherwise be desirable, which could adversely affect the value of the equity interests (including the Shares) of both the withdrawing or redeeming Fund Investors and the remaining Fund Investors.

Side-by-Side Investments and Managed Accounts. The Master Fund General Partner, the Investment Manager and/or one or more of the Principals may in the future manage assets for one or more advisory clients through a managed account or similar arrangement employing an investment strategy investing in parallel with, or similar to, the strategy of the Master Fund. Such arrangements may afford those clients different terms from the terms of the Feeder Funds with respect to liquidity, fees and expenses, subscription rights and the content and frequency of reports. Advisory clients that have been granted additional access to portfolio information or enhanced transparency may be able to make investment decisions, including, without limitation, making additional capital contributions, making withdrawals and entering into hedging transactions designed to offset such client's exposure to investment positions taken by the managed account (which may be the same investment positions taken by the Master Fund), based on information not generally available to other investors, including Fund Investors. In addition, certain Fund Investors and/or Master Fund Limited Partners may negotiate side letter arrangements that provide similar benefits to such persons. See "V. Summary of Principal Terms—Side Letters." Any such investment decisions made by these advisory clients on the basis of such information, including any substantial withdrawals, could adversely affect the market value of the Master Fund's portfolio and therefore the value of the Shares.

Liabilities of Other Classes and Series. The Company has the power to issue shares in classes or series. Shareholders of one or more classes or series of shares may be compelled to bear the liabilities incurred in respect of other classes or series which such shareholders do not themselves own if there are insufficient assets in that other class or series to satisfy those liabilities. Accordingly, there is a risk that liabilities of one class and series may not be limited to that particular class or series and may be required to be paid out of one or more other classes and series.

Cayman Islands Exempted Limited Partnerships. The Master Fund is constituted as a Cayman Islands exempted limited partnership under the Exempted Limited Partnership Law (2012 Revision) as amended, of the Cayman Islands (the "**ELP Law**"). A Cayman Islands exempted limited partnership is constituted

by the signing of the relevant partnership agreement and its registration with the Registrar of Exempted Limited Partnerships in the Cayman Islands.

Notwithstanding registration, an exempted limited partnership is not a separate legal person distinct from its partners. Under Cayman Islands law, any property of the exempted limited partnership shall be held or deemed to be held by the general partner, and if more than one then by the general partners jointly upon trust, as an asset of the partnership in accordance with the terms of the partnership agreement. Similarly, the general partner for and on behalf of the partnership incurs the debts or obligations of the exempted limited partnership. Registration under the ELP Law entails that the partnership becomes subject to, and the limited partners therein are afforded the limited liability and other benefits of the ELP Law.

The business of an exempted limited partnership will be conducted by its general partner(s) who will be liable for all debts and obligations of the exempted limited partnership to the extent the partnership has insufficient assets. As a general matter, a limited partner of an exempted limited partnership will not be liable for the debts and obligations of the exempted limited partnership save (i) as expressed in the partnership agreement, (ii) if such limited partner becomes involved in the conduct of the partnership's business and holds himself out as a general partner to third parties or (iii) if such limited partner is obliged pursuant to section 14(1) of the ELP Law to return a distribution made to it where the exempted limited partnership is insolvent.

Handling of Mail. Mail addressed to the Company or the Master Fund and received at its registered office will be forwarded unopened to the forwarding address supplied by Investment Manager to be dealt with. None of the Company, the Master Fund nor any of their respective directors, officers, members, advisors or service providers (including the organization 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 Company or the Master Fund).

Subscription Monies. Where a subscription for Shares is accepted, the Shares will be treated as having been issued with effect from the relevant subscription date notwithstanding that the prospective investor for those Shares may not be entered in the Company's register of members until after the relevant subscription date. The subscription monies paid by a prospective investor for Shares will accordingly be subject to investment risk in the Company from the relevant subscription date.

Anti-Money Laundering. If the Board of Directors, the Master Fund General Partner, the Administrator and/or any governmental agency believes that the Company or the Master Fund has accepted subscriptions by, or is otherwise holding assets of, any person or entity that is acting directly or indirectly, in violation of U.S., international or other anti-money laundering laws, rules, regulations, treaties or other restrictions, or on behalf of any suspected terrorist or terrorist organization, suspected drug trafficker, or senior foreign political figure(s) suspected in engaging in foreign corruption, the Board of Directors, the Master Fund General Partner, the Administrator and/or such governmental agency may freeze the assets of such person or entity invested in the Company or the Master Fund or suspend their withdrawal rights. The Company and the Master Fund may also be required to report and to remit or transfer those assets to a governmental agency.

Use of the "Master Fund/Feeder Fund" Structure. The Company and the Onshore Feeder are expected to invest all or substantially all of their investable assets through a "master fund/feeder fund" structure in the Master Fund. The Master Fund cannot enter into separate transactions or make different investment decisions with respect to the Company and the Onshore Feeder. Accordingly, all transactions entered into and investment decisions made by the Master Fund will affect both the Company and the Onshore Feeder notwithstanding that the Shareholders and the limited partners of the Onshore Feeder may have different tax concerns. The "master fund/feeder fund" structure may therefore result in transactions and investment decisions that are less tax-efficient for the Shareholders than they would be if the Company and the Onshore Feeder were "parallel funds" that directly engaged in transactions and made investment decisions. Smaller Feeder Funds may be adversely affected by the actions of larger Feeder Funds.

Private Offering Exemption. The Company intends to offer Shares a continuing basis without registration under any securities laws in reliance on an exemption for "transactions by an issuer not involving any public offering." While the Investment Manager believes reliance on such exemption is justified, there can be no assurance that factors such as the manner in which offers and sales are made, concurrent offerings by other companies, the scope of disclosure provided, failures to make notices, filings or changes in applicable laws, regulations or interpretations will not cause the Company to fail to qualify for such exemptions under U.S. federal or one or more states' securities laws. Failure to so qualify could result in the rescission of sales of Shares at prices higher than the current value of those Shares, potentially materially and adversely affecting the Company's performance and business. Further, even non-meritorious claims that offers and sales of Shares were not made in compliance with applicable securities laws could materially and adversely affect the Investment Manager's ability to conduct the Company's business and thus the return to investors.

The foregoing list of risk factors does not purport to be a complete enumeration or explanation of the risks involved in an investment in the Company and in turn the Company's investment as a Master Fund Limited Partner. Prospective investors should read this entire Offering Memorandum, the Articles and the Master Fund Partnership Agreement and consult with their own advisors before deciding whether to invest in the Company. In addition, as the Master Fund's investment program develops and changes over time, an investment in the Company may be subject to additional and different risk factors.

Conflicts of Interest

There are certain inherent and potential conflicts of interest among the Master Fund General Partner, the Investment Manager and their respective members, officers, directors, employees and principals on the one hand, and the Company and the Master Fund on the other. Among the factors that should be considered by each prospective investor are the following:

Conflicts with the Other Funds. The Master Fund General Partner, the Investment Manager or one or more of the Principals may in the future manage other alternative investment funds and/or separate accounts (collectively, the "**Other Funds**"). The allocation of investment opportunities among the Master Fund and the Other Funds with investment objectives substantially similar to the Master Fund may reduce the number, size and type of investment opportunities available to the Master Fund. While the Other Funds may have investment parameters that are somewhat different from those of the Master Fund, in situations where the investment in question may be deemed to satisfy the investment objectives of the Other Funds and the Master Fund, there will be conflicts of interests between the Other Funds and the Master Fund regarding which of such entities will be given the opportunity to make such investment and, if such investment is to be made by the Other Funds and the Master Fund, the proportions in which such investment will be allocated between the Other Funds and the Master Fund.

Where there are conflicts of interest in allocating a particular investment between any of the Other Funds and the Master Fund, there can be no assurance that the Master Fund will make such investment, even if the investment satisfies the Master Fund's investment objectives. In addition, in circumstances in which the Master Fund may make an investment that the Other Funds already have made, or concurrently will make or seek to make, liquidity and concentration considerations may limit the Master Fund's participation in such investment or its ability to dispose of the investment readily. Furthermore, in such circumstances, the Master Fund, on the one hand, and the Other Funds, on the other hand, may have conflicting interests and investment objectives, including with respect to the targeted returns from the investment and the timeframe for disposing of the investment, and therefore, the Board of Directors, the Master Fund General Partner, the Investment Manager or their respective affiliates may take action with respect to an investment on behalf of one of the Other Funds and the Master Fund that differs from the action taken with respect to the investment on behalf of any other of the Other Funds and the Master Fund. If an Other Fund participates in a particular investment, there can be no assurance that the returns on such investment by the Master Fund will be equivalent to or better than the returns obtained by such Other Fund on such investment. Other Funds will act independently from the Investment Manager, and there is no oversight of competing investment decisions.

Investments by the Master Fund and Affiliated Funds. In addition to the conflicts of interest involved in the allocation of investment opportunities between the Other Funds and the Master Fund, as described above under "—Conflicts with the Other Funds," there may be a conflict of interest in the allocation of investment opportunities among the Master Fund and any other investment partnerships managed in the future by the Master Fund General Partner, the Investment Manager or any of their respective members, officers, directors, employees, principals or affiliates. The Master Fund General Partner, the Investment Manager or any of their respective members, officers, directors, employees, principals or affiliates will attempt to allocate investment opportunities in a manner that they determine is fair and equitable as measured over time. However, there can be no assurance that an investment opportunity that comes to the attention of the Master Fund General Partner, the Investment Manager and their respective members, officers, directors, employees, principals or affiliates will not be allocated (i) wholly or primarily to another fund managed by the Master Fund General Partner, the Investment Manager or an affiliate thereof, with the Master Fund being unable to participate in such investment opportunity or participating only on a limited basis or (ii) wholly or primarily to the Master Fund, with any other fund managed by the Master Fund General Partner or the Investment Manager not sharing the risks of such investment.

Management. The Board of Directors, the Master Fund General Partner, the Investment Manager and their respective affiliates, employees, officers, directors, principals and members are not obligated to devote their full time to the Company and the Master Fund, but will devote such time as they, in their respective sole discretion, deem necessary to carry out the operations of the Company and the Master Fund effectively.

The Principals and other employees, officers, directors, principals or members of the Master Fund General Partner, the Investment Manager and their respective affiliates may conduct any other business including any business with respect to securities. Certain of the members, officers, directors, employees and principals of the Master Fund General Partner and the Investment Manager (i) may acquire substantial investments in certain other investment partnerships managed by the Master Fund General Partner and/or the Investment Manager and (ii) may perform the same management services and functions for an Other Fund as they perform for the Company and the Master Fund. The Principals may spend a significant portion of their time on matters related to Other Funds. As a result, conflicts of interest will arise, including in allocating management time, services and functions between the Company, the Master Fund and Other Funds in which the Master Fund General Partner's or the Investment Manager's affiliates, employees, officers, directors, principals or members (including the Principals) may have a greater financial interest.

Incentive Allocation. The Incentive Allocation received by the Master Fund General Partner, an affiliate of the Investment Manager, may create an incentive for the Master Fund General Partner and the Investment Manager (including the Principals) to make or advise more speculative investments for the Master Fund than in the absence of such performance-based compensation. In addition, the method of calculating the Incentive Allocation may result in conflicts of interest between the Master Fund General Partner, the Investment Manager, the Shareholders and the Master Fund Limited Partners with respect to the management and disposition of investments.

Material Nonpublic Information. The Master Fund General Partner, the Investment Manager and their respective members, officers, directors, employees, principals or affiliates may come into possession of material nonpublic information. The possession of such information may limit the ability of the Company and/or the Master Fund to buy or sell a security or otherwise to participate in an investment opportunity.

Termination of the Investment Management Agreement: The Investment Manager may terminate the Investment Management Agreement, without penalty, by giving notice in writing to the Company, the Master Fund and the Onshore Feeder, which would take effect three months to the date after the date on which such notice is received by the Company, the Master Fund and the Onshore Feeder or such later date as such notice specifies or such earlier date as the Company, the Master Fund and the Onshore Feeder may agree. The Company, the Master Fund or the Onshore Feeder may terminate the Investment Management Agreement with respect to the Company, the Master Fund or the Onshore Feeder, as applicable, without penalty, by giving notice in writing to the Investment Manager, which would take effect three months to the date after the date on which such notice is received by the Investment Manager or such later date as such

notice specifies or such earlier date as the Company, the Master Fund or the Onshore Feeder, as applicable, and the Investment Manager may agree.

Transactions with Affiliates. The Articles and the Master Fund Partnership Agreement allow the Company and the Master Fund, respectively, to participate in transactions in which, the Master Fund General Partner, the Investment Manager, any of their respective affiliates, members, officers, directors, employees and principals or any Fund Investor is directly or indirectly interested. In connection with such transactions, the Company and/or the Master Fund, on the one hand, and the Master Fund General Partner, the Investment Manager, their respective affiliates, members, officers, directors, employees and principals or Fund Investors, on the other hand, may have conflicting interests. The Master Fund General Partner, the Investment Manager and their respective members, officers, directors, employees, principals or affiliates may also face conflicts of interest in connection with purchase or sale transactions (involving an investment by the Company and/or the Master Fund) with an affiliate of the Company and/or Master Fund (including any other fund managed by the Master Fund General Partner or the Investment Manager), including with respect to the consideration offered by, and the obligations of, the Board of Directors, the Master Fund General Partner, the Investment Manager and such other affiliate.

The Articles and the Master Fund Partnership Agreement do not prohibit the Master Fund General Partner, the Investment Manager or their respective affiliates, employees, officers, directors, principals or members from buying or selling securities or commodity interests for their own account. The records of any such trades by the Company, the Master Fund, the Investment Manager or their respective affiliates, employees, officers, directors, principals or members will not be open to inspection by any Fund Investor. With respect to such personal accounts, the Master Fund General Partner, the Investment Manager or their respective employees, officers, directors, principals or members may, to the extent not otherwise prohibited under firm policy, take investment positions different from, or contrary to, those taken by the Company or the Master Fund.

Principal and Cross Transactions. The Master Fund may enter into transactions and other arrangements with Other Funds that may be viewed as related party or principal transactions (i.e., transactions between the Master Fund and an affiliate of the Investment Manager acting for its own account) or cross transactions (i.e., transactions where an affiliate of the Investment Manager acts as agent on behalf of the Master Fund and the other party to the transaction or trades between the Master Fund and funds or accounts advised by the Investment Manager or an affiliate).

The Investment Manager may, on behalf of the Master Fund, for liquidity, portfolio rebalancing or other reasons, enter into agreements with Other Funds (i.e., "cross transactions"). The terms of any such cross transactions will be commercially reasonable and will not be materially less favorable to the Master Fund than those available in the market. The Investment Manager will receive no special fees or other compensation in connection with cross transactions. Expenses incurred in such transactions will be allocated equitably in the sole discretion of the Investment Manager between the Master Fund and the other party to the cross transaction. Similarly, if a transaction is cancelled, any costs incurred will be allocated equitably in the sole discretion of the Investment Manager between the Master Fund and the other party to the cross transaction.

The Master Fund will only consider engaging in a cross transaction with an affiliate of the Investment Manager to the extent permitted by applicable law, including, if required or appropriate, the making of appropriate disclosure to and receipt of consent from an advisory committee (an "**Advisory Committee**") comprised of one or more independent members, who may or may not be Fund Investors or their respective representatives.

In connection with transactions that may be viewed as principal transactions with the Investment Manager or its affiliates, the Investment Manager intends to comply with Section 206(3) of the Advisers Act by requesting an independent approval of such transactions. In this regard, the Investment Manager and/or the Master Fund General Partner may enter into an agreement (the "**Conflicts Services Agreement**") with an unaffiliated third party to serve as the Company's and/or the Master Fund's conflicts review service provider (together with any successor entity, the "**Conflicts Review Service Provider**"), to review and approve on behalf of the Investors such transactions on a trade-by-trade basis. Alternatively, in connection

with certain transactions, the Investment Manager may also comply with Section 206(3) by seeking the consent of the applicable Advisory Committee. The Conflicts Review Service Provider or the Advisory Committee may also be consulted on policy matters and other aspects of the business of the Company and the Master Fund including, without limitation, transactions and/or relationships that may present conflicts of interest. Each investor will be asked as a condition of its subscription to consent to the Master Fund engaging in cross transactions and the actions of the Conflicts Review Service Provider or the Advisory Committee will be binding on all of the Fund Investors, the Master Fund Limited Partners, the Company and the Master Fund. The Master Fund may also indemnify the Conflicts Review Service Provider and an Advisory Committee member for any losses incurred in serving in such capacities.

Placement Agent. The Investment Manager may, in its discretion, retain a placement agent (each, a "**Placement Agent**") for the Shares that would be acting for the Investment Manager and the Master Fund General Partner and not acting as investment advisors to potential investors in connection with the offering of the Shares. Potential investors must independently evaluate the offering and make their own investment decisions. The Investment Manager and the Master Fund General Partner will pay each Placement Agent a placement fee based upon the amount of Shares committed to by investors that such Placement Agent introduces to the Investment Manager and the Master Fund General Partner. Potential investors should also note that at various times, each Placement Agent acts as placement agent for other fund sponsors and funds, including unaffiliated fund sponsors and funds, which may offer interests that are similar to the Shares. Those unaffiliated sponsors may pay placement fees on terms different from the fees Placement Agents will receive from the Investment Manager and the Master Fund General Partner in connection with this offering, and this difference in fees may influence a Placement Agent to introduce or not introduce potential investors to the Investment Manager and the Master Fund General Partner. Furthermore, the Placement Agent will seek to do business with and earn fees or commissions from the Company, the Master Fund and affiliates of the Master Fund General Partner and/or the Investment Manager. Examples of such business may include, without limitation: provision of financing or other investment banking services; lending or arranging credit and provision of prime brokerage (such services to be provided subject to all applicable regulation, including, without limitation, the Dodd-Frank Act contained therein). Each potential investor should consider these issues in making its investment decision.

Sweep Investments. The Investment Manager may invest short-term cash balances held by the Master Fund on an overnight "sweep" basis in shares of one or more money-market funds. The investment adviser to these money-market funds may, for so long as the assets of the Master Fund are not deemed to be "plan assets" under ERISA, be affiliated with the Investment Manager and the affiliated investment adviser will receive asset-based fees in respect of the Master Fund's investment, which will reduce the net return realized by the Master Fund. The Investment Manager nonetheless believes these sweep investments are in the best interest of the Master Fund and are made on fair and reasonable terms. While the Investment Manager will seek to invest the Master Fund's short-term cash balances in a prudent manner, there is no guarantee that such funds will not incur losses or that access to such funds will not be impaired in certain circumstances.

Execution with Broker-Dealers and Financing Sources. The Investment Manager may be subject to conflicts relating to its selection of broker-dealers and financing sources for execution of transactions by the Master Fund. When engaging the services of broker-dealers and financing sources, the Investment Manager will take into consideration a variety of factors, including, to the extent applicable, the ability to achieve prompt and reliable execution, competitive pricing, transaction costs, operational efficiency with which transactions are effected, access to deal flow and precedent transactions, and the financial stability and reputation of the particular broker-dealer, as well as other factors that the Investment Manager deems appropriate to consider under the circumstances. Broker-dealers and financing sources may provide other services that are beneficial to the Investment Manager and its affiliates, but that are not necessarily beneficial to the Master Fund, including without limitation capital introductions, other marketing assistance, client and personnel referrals, consulting services, and research-related services. These other services and items may influence the Investment Manager's selection of broker-dealers and financing sources.

Legal Representation. Davis Polk & Wardwell LLP ("**Davis Polk**") represents the Master Fund General Partner, the Investment Manager and certain of their respective affiliates from time to time in a variety of matters. Davis Polk does not represent any or all of the Fund Investors in connection with the organization and operation of the Company, the Master Fund or the Onshore Feeder or otherwise. No independent U.S. counsel has been retained to represent the Shareholders, the Fund Investors or the Company, the Master Fund or the Onshore Feeder.

Maples and Calder, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands, acts as Cayman Islands legal counsel to the Company and the Master Fund. In connection with the offering of Shares and the Master Fund's offering of limited partner interests and subsequent advice to the Company and the Master Fund, Maples and Calder will not be representing Shareholders or the Master Fund Limited Partners. Maples and Calder's representation of the Company and the Master Fund is limited to specific matters as to which it has been consulted by the Company and the Master Fund. There may exist other matters that could have a bearing on the Master Fund as to which Maples and Calder has not been consulted.

No independent legal counsel has been retained to represent the Shareholders or, other than the Feeder Funds, the Master Fund Limited Partners. Davis Polk and Maples and Calder do not undertake to monitor compliance by the Investment Manager and its affiliates with the investment program, valuation procedures and other guidelines set forth herein, nor does Davis Polk or Maples and Calder monitor ongoing compliance with applicable laws. In connection with the preparation of this Offering Memorandum, Davis Polk's and Maples and Calder's responsibility is limited to matters of U.S. and Cayman Islands law, respectively, and they do not accept responsibility in relation to any other matters referred to or disclosed in this Offering Memorandum. There are times when the interests of Shareholders may differ from those of the Company and when the interests of the Master Fund Limited Partners may differ from those of the Master Fund. Davis Polk and Maples and Calder do not represent the Shareholders' or, other than the Feeder Funds, the Master Fund Limited Partners' interests in resolving these issues. In reviewing this Offering Memorandum, Davis Polk and Maples and Calder have relied upon information furnished to it by the Company and the Master Fund and have not investigated or verified the accuracy and completeness of information set forth herein concerning the Company and the Master Fund.

VII. BROKERAGE; PRIME BROKER; ADMINISTRATOR

Brokerage & Prime Broker

The Investment Manager, subject to the overall authority of the Master Fund General Partner, is responsible for choosing the Broker-Dealers used for the Master Fund's securities transactions. Purchase and sale transactions for the Master Fund are generally allocated to Broker-Dealers on the basis of best execution, including the ability to achieve prompt and reliable executions and competitive pricing and the operational efficiency with which transactions are effected and the financial stability and reputation of the particular Broker-Dealer. In addition, the Investment Manager intends to utilize client commissions to purchase brokerage or research services (i.e., "soft dollar items") and will consider the provision or payment of such services (in accordance with the safe harbor established by Section 28(e) of the Securities Exchange Act of 1934, as amended) in selecting brokers and dealers, as further discussed herein. The Investment Manager may discontinue such relationships without prior notice to the Fund Investors.

The Investment Manager may in its sole discretion, subject to the overall authority of the Master Fund General Partner, change the Master Fund's brokerage and transaction arrangements, without further notice to the Fund Investors. In the selection of Broker-Dealers to execute portfolio transactions for the Master Fund, the Investment Manager may, subject to best execution, consider other services provided by Broker-Dealers to the Company, the Master Fund, the Onshore Feeder or the Investment Manager, including capital introductions and the referral of prospective investors. Broker-Dealers who provide such services to the Investment Manager may not provide the lowest cost brokerage for the Master Fund, and any Broker-Dealer who introduces prospective investors to the General Partner, the Master Fund General Partner, the Investment Manager or their affiliates may have an incentive to make introductions in order to obtain brokerage transactions from the Master Fund. Not all services provided by Broker-Dealers will benefit the Master Fund and some or all of such services may benefit the General Partner, the Master Fund General Partner, the Investment Manager or their affiliates.

In addition, from time to time, the Investment Manager may effect a securities transaction between the Master Fund and another of its clients. The Investment Manager will not receive any compensation, directly or indirectly, for arranging such a transaction.

Credit Suisse Securities (USA) LLC and Morgan Stanley & Co. LLC (the "**Prime Brokers**") will act as the initial prime brokers for the Master Fund. The Master Fund may use the prime brokerage services of other broker-dealers from time to time. The Prime Brokers and any other prime brokers clear the Master Fund's securities transactions (generally on the basis of payment against delivery).

Administrator

SS&C Fund Services N.V. (the "**Administrator**") has been retained by the Company and the Master Fund pursuant to an administration agreement (the "**Administration Agreement**") to perform certain services that are typical of a fund administrator. Pursuant to the Administration Agreement, the Administrator performs all general administrative tasks for the Company and the Master Fund, including keeping financial books and records and calculation of the Net Asset Value, and is permitted to delegate any or all of its duties to its affiliated entities.

The Administrator will not be liable to the Company, the Investment Manager or any of its affiliates or any third party for any damages except for damages finally determined by a court of competent jurisdiction to have resulted directly from the willful misconduct, gross negligence or bad faith of the Administrator. Both the Company and the Investment Manager each solely agreed to indemnify and hold the Administrator harmless from and against any third party claims, liabilities, costs and expenses arising from or relating to the administration agreement between such parties, except to the extent finally determined by a court of competent jurisdiction to have resulted from the willful misconduct, gross negligence or bad faith of the Administrator.

The Administrator is a third party service provider and is not responsible for the preparation of this Offering Memorandum or the activities of the Company or the Master Fund and therefore is not responsible for any information contained in this Offering Memorandum. The Administrator is not responsible for any trading decisions of the Master Fund all of which decisions will be made by the Investment Manager.

The Administrator will not provide any investment advisory or management services to the Master Fund and therefore will not be in any way responsible for the Company's or the Master Fund's performance. The Administrator will not be responsible for monitoring any investment restrictions or compliance with investment restrictions and therefore will not be liable for any breach thereof.

VIII. CERTAIN TAX AND REGULATORY CONSIDERATIONS

A. CERTAIN TAX CONSIDERATIONS

The following discussion of Cayman Islands and U.S. federal income tax considerations is not intended as a substitute for careful tax planning. It does not address all of the relevant tax principles that will apply to the Company and the Shareholders. In particular, it does not discuss the tax principles of countries other than the Cayman Islands and the United States or any state or local tax principles. **Prospective investors in the Company are urged to consult their professional advisors regarding the possible tax consequences of an investment in the Company in light of their own situations.**

Certain Cayman Islands Tax Considerations

The following is a summary of certain Cayman Islands tax consequences to persons who purchase Shares. The discussion is based upon applicable law of the Cayman Islands and on the advice of Maples and Calder, Cayman Islands counsel. The discussion does not address all of the tax consequences that may be relevant to a particular Shareholder. Prospective investors should consult their own tax advisers as to the Cayman Islands tax consequences of acquiring, holding and disposing of Shares, as well as the effects of tax laws of the jurisdictions of which they are citizens, residents or domiciliaries or in which they conduct business.

The Government of the Cayman Islands will not, under existing legislation, impose any income, corporate or capital gains tax, estate duty, inheritance tax, gift tax or withholding tax upon the Company, the Shareholders, the Master Fund or the Master Fund Limited Partners. The Cayman Islands are not party to a double tax treaty with any country that is applicable to any payments made to or by the Company or the Master Fund.

The Company has received an undertaking from the Governor-in-Cabinet of the Cayman Islands that, in accordance with section 6 of the Tax Concessions Law (2012 Revision) of the Cayman Islands, for a period of 20 years from the date of the undertaking, no law which is enacted in the Cayman Islands imposing any tax to be levied on profits, income, gains or appreciations shall apply to the Company or its operations and, 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 (i) on or in respect of the shares, debentures or other obligations of the Company or (ii) by way of the withholding in whole or in part of a payment of dividend or other distribution of income or capital by the Company to its members or a payment of principal or interest or other sums due under a debenture or other obligation of the Company.

Interest, dividends and gains payable to the Master Fund and all distributions by the Master Fund to Master Fund Limited Partners will be received free of any Cayman Islands income or withholding taxes. The Master Fund has registered as an exempted limited partnership under Cayman Islands law and the Master Fund has received, an undertaking from the Governor in Cabinet of the Cayman Islands to the effect that, for a period of 50 years from the date of the undertaking, no law which is enacted in the Cayman Islands imposing any tax to be levied on profits or income or gains or appreciations shall apply to the Master Fund or to any Partner thereof in respect of the operations or assets of the Master Fund or the interest of a Partner therein; and may further provide that any such taxes or any tax in the nature of estate duty or inheritance tax shall not be payable in respect of the obligations of the Master Fund or the interests of the Partners therein. The Cayman Islands are not party to a double tax treaty with any country that is applicable to any payments made to or by the Master Fund.

Certain United States Tax Considerations

The disclosure of U.S. federal tax issues contained in this Offering Memorandum is limited to the U.S. federal tax issues addressed herein. Additional issues may exist that are not addressed in this disclosure and that could affect the U.S. federal tax treatment of the matters that are the subject of this disclosure. This tax disclosure was written in connection with the promotion or marketing of

Shares by the Company, and it cannot be used by any Shareholder for the purpose of avoiding penalties that may be asserted against the Shareholder under the U.S. Internal Revenue Code of 1986, as amended (the "Code"). Shareholders should seek advice based on their particular circumstances from an independent tax advisor.

The summary below outlines certain significant U.S. federal income tax and other tax principles that are likely to apply to the Company and the Shareholders, given the nature of the activities of the Company and the Master Fund. In some cases, the activities of a Shareholder other than its investment in the Company may affect the tax consequences to such Shareholder of an investment in the Company. This summary addresses only beneficial owners of Shares that are either (a) individuals or entities that are not treated as U.S. persons for U.S. federal income tax purposes ("**Non-U.S. Investors**") or (b) U.S. persons that are generally exempt from U.S. federal income tax ("**Tax-Exempt Investors**"). The following discussion does not address all of the tax consequences that may be relevant in light of a Shareholder's particular circumstances.

If a Shareholder is an entity that is classified as a partnership for U.S. federal income tax purposes, the U.S. federal income tax treatment of a partner in that partnership will generally depend upon the status of the partner and the activities of the partnership. A prospective investor that is classified as a partnership for U.S. federal income tax purposes should consult its tax advisor concerning the tax consequences of an investment in the Company.

The discussion of U.S. federal income tax matters contained herein is based on existing law as contained in the Code, Treasury regulations, administrative rulings and court decisions as of the date of this Offering Memorandum. No assurance can be given that future legislation, administrative rulings or court decisions will not materially and adversely affect the consequences described in this summary, possibly on a retroactive basis. Each prospective investor is urged to consult its tax advisor concerning the potential tax consequences of an investment in the Company.

Treatment of the Master Fund as a Partnership. The Investment Manager believes that the Master Fund will be treated as a partnership, and not as a corporation, for U.S. federal income tax purposes. In general, unless it meets a "qualifying income" test in each of its taxable years, a "publicly traded partnership" is treated as a corporation for U.S. federal income tax purposes. A publicly traded partnership will meet the qualifying income test for any taxable year only if at least 90% of its gross income for that taxable year consists of certain types of passive investment income, including dividends and gain from the sale of stock. The Investment Manager believes that, because of the significant restrictions relating to transfers of interests in, and withdrawals from, the Master Fund, the Master Fund will not constitute a "publicly traded partnership" for U.S. federal income tax purposes. Moreover, it is possible that the Master Fund will meet the "qualifying income" test in each of its taxable years, in which case the Master Fund would not be treated as a corporation for U.S. federal income tax purposes regardless of whether it constituted a "publicly traded partnership."

Assuming that the Master Fund is treated as a partnership for U.S. federal income tax purposes, the Master Fund will not be subject to U.S. federal income tax. Rather, the Master Fund's items of income, gain, loss, deduction and credit will be allocated to its partners, including the Company, and the partners of the Master Fund will generally be treated for U.S. federal income tax purposes as if they had derived their shares of those items directly.

U.S. Entity-Level Taxation of the Company. The Company will be treated as a corporation for U.S. federal income tax purposes. The Company, as a non-U.S. limited partner of the Master Fund, will be subject to U.S. federal income tax, at the rates applicable to U.S. corporations (currently, a maximum rate of 35%), on its share of any net income of the Master Fund that is treated as effectively connected with the conduct of a U.S. trade or business in which the Master Fund is deemed to be engaged ("**effectively connected income**"). Any such amount may also be subject to U.S. state and local income taxes. In addition, the Company will be subject to a 30% U.S. branch profits tax in respect of its "dividend equivalent amount," as defined in Section 884 of the Code, attributable to its share of the Master Fund's effectively connected income.

The Investment Manager believes that, in general, the Master Fund will not be treated as engaging in a trade or business in the United States and will not derive effectively connected income, but there can be no assurance in this regard. Section 864(b) of the Code provides that trading in stocks or securities for one's own account does not constitute the conduct of a trade or business in the United States by a non-U.S. person. There may be no authority on the application of this provision to certain of the Master Fund's investments and activities and, as a consequence, there can be no assurance that this provision will apply to all of the Master Fund's investments and activities. In addition, the Master Fund could also derive effectively connected income as a consequence of investments in (i) "United States real property interests," broadly defined and generally including certain interests in "United States real property holding corporations" and certain derivative financial instruments, (ii) equity interests in entities that are treated as partnerships for U.S. federal income tax purposes and that are engaged in trades or businesses in the United States and (iii) assets that are not treated as securities for purposes of Section 864(b) of the Code.

If the Master Fund were treated as engaged in a trade or business in the United States during any taxable year, the Company would be required to file a U.S. federal income tax return for that year, regardless of whether the Company recognized any effectively connected income. If the Company did not file U.S. federal income tax returns and the Master Fund were later determined to have engaged in a U.S. trade or business, the Company generally would not be entitled to offset its share of the Master Fund's effectively connected income and gains against its share of the Master Fund's effectively connected losses and deductions (and, therefore, would be taxable on its share of the Master Fund's gross, rather than net, effectively connected income).

To the extent that it does not constitute effectively connected income, the Company's share of U.S.-source dividends and "dividend equivalents," U.S.-source interest (other than "portfolio interest," interest on bank deposits and original issue discount on certain short-term obligations) and certain other U.S. source "fixed or determinable annual or periodical" ("**FDAP**") income derived by the Master Fund, as well as any such income derived directly by the Company, will be subject to U.S. withholding tax at the rate of 30%. The Company's share of U.S. source "portfolio interest," interest on bank deposits and original issue discount on certain short-term obligations derived by the Master Fund, and any such interest income derived directly by the Company, will be exempt from this withholding tax.

Prospective investors should also read the discussion under the heading "*—FATCA Tax*" below.

Non-U.S. Investors. The following discussion does not address the U.S. federal income tax consequences of an investment in the Company by (i) any Non-U.S. Investor whose investment in the Company is "effectively connected" with the conduct by such Non-U.S. Investor of a U.S. trade or business, (ii) any Non-U.S. Investor who is a former citizen or resident of the United States or an entity that has expatriated from the United States, (iii) any Non-U.S. Investor who is an individual and is present in the United States for 183 days or more in any taxable year or (iv) any other Non-U.S. Investor that, because of its particular circumstances, is subject to U.S. federal income tax.

Except as discussed below in "*—FATCA Tax*," a Non-U.S. Investor that is not otherwise subject to the United States' taxing jurisdiction will not be subject to U.S. federal income tax on distributions received in respect of Shares or on gains recognized on the sale, exchange or redemption (complete or partial) of Shares. If a Non-U.S. Investor is a "controlled foreign corporation," as defined in Section 957 of the Code (a "**CFC**") or a "passive foreign investment company," as defined in Section 1297 of the Code (a "**PFIC**"), special U.S. federal income tax rules may cause U.S. persons who hold equity interests in such Non-U.S. Investor to be subject to U.S. federal income tax in respect of their shares of income derived by such Non-U.S. Investor from its investment in Shares.

The Company will be a PFIC and may be a CFC for U.S. federal income tax purposes. In addition, the Master Fund may invest in PFICs and CFCs. Under constructive ownership rules, certain U.S. persons owning interests in a Non-U.S. Investor that is a corporation, partnership, trust or estate may be treated as owning their proportionate shares of the Non-U.S. Investor's interest in the Company and in any underlying PFICs or CFCs for purposes of the regimes applicable to U.S. investors in PFICs and CFCs. Treatment of

a U.S. person as the owner of shares of a PFIC or CFC could have materially adverse tax consequences for such U.S. person. The tax consequences of the CFC rules apply only to a U.S. person that owns, directly or under applicable constructive ownership rules, at least 10% of the voting power of the CFC. The Shares are non-voting shares, but given the Shareholders' various consent rights, it is nonetheless conceivable that the Shareholders would be treated as holding voting power in the Company for this purpose.

In order to avoid U.S. information reporting requirements and U.S. "backup" withholding in respect of distributions made by the Company and gains recognized on the sale, exchange or redemption of Shares, a Non-U.S. Investor may be required to deliver to the Company a properly executed Internal Revenue Service ("**IRS**") form (generally, Form W-8BEN).

Prospective Non-U.S. Investors should also read the discussion under the heading "*—FATCA Tax*" below.

Tax-Exempt Investors. In general, Tax-Exempt Investors other than charitable remainder trusts are subject to U.S. federal income taxation with respect to unrelated business taxable income ("**UBTI**"). Charitable remainder trusts are subject to a U.S. federal excise tax equal to the entire amount of any UBTI they derive. UBTI generally does not include dividends or gains from the sale, exchange or other disposition of property other than inventory or property held primarily for sale to customers in the ordinary course of a trade or business. However, UBTI includes "unrelated debt-financed income," which is generally defined as any income derived from property in respect of which "acquisition indebtedness" is outstanding, even if the income would otherwise be excluded in computing UBTI.

A Tax-Exempt Investor's income from an investment in the Company should not be treated as resulting in UBTI, provided that the Tax-Exempt Investor's acquisition of Shares is not debt-financed, within the meaning of Section 514 of the Code. If a Tax-Exempt Investor's acquisition of Shares is debt-financed, then all or a portion of such Tax-Exempt Investor's income attributable to such Shares will be included in UBTI. A Tax-Exempt Investor's income from the Company should not be treated as debt-financed income under the UBTI rules by reason of the Master Fund's borrowing or purchasing securities on margin.

As discussed above, the Company will be a PFIC for U.S. federal income tax purposes and may invest in PFICs. A Tax-Exempt Investor will not be subject to income tax under the PFIC rules if it is not otherwise taxable under the UBTI provisions with respect to its ownership of its Shares (*e.g.*, because its investment in the Company is debt-financed). Under certain circumstances, however, a Tax-Exempt Investor may be required to file IRS Form 8621 reporting certain distributions it receives from the Company and is deemed to receive from underlying PFICs, as well as any disposition of all or any portion of its Shares and any deemed disposition of all or any portion of its indirect interest in any underlying PFIC. In addition, pursuant to a recent amendment to the Code, a Tax-Exempt Investor may be required to file an annual report with the IRS with respect to the Company and the underlying PFICs containing such information as the Treasury Department may require.

As discussed above, the Company may be a CFC for U.S. federal income tax purposes and may invest in CFCs. The tax consequences of the CFC rules apply only to a U.S. person that owns, directly or under applicable constructive ownership rules, at least 10% of the voting power of the CFC. The Shares are non-voting shares, but given the Shareholders' various consent rights, it is nevertheless conceivable that the Shareholders would be treated as holding voting power for this purpose. A Tax-Exempt Investor should not be subject to tax under the CFC rules, however, if it is not otherwise taxable under the UBTI provisions with respect to its ownership of its Shares (*e.g.*, because its investment in the Company is debt-financed).

Under proposed Treasury regulations relating to PFICs and final Treasury regulations relating to CFCs, U.S. beneficiaries of any Tax-Exempt Investor that is a trust (other than a tax-exempt employees' trust described in Section 401(a) of the Code) would generally be treated for purposes of the PFIC rules and the CFC rules, respectively, as owning their proportionate shares of such Tax-Exempt Investor's Shares. Although it is not clear that such a result was intended, this constructive ownership rule might be applied so as to treat a U.S. beneficiary of an individual retirement account described in Section 408(a) of the Code (an "**IRA**") as the owner of any Shares that the IRA holds. If a U.S. beneficiary of an IRA or other trust

(*e.g.*, a charitable remainder trust) were treated as the owner of Shares, such U.S. beneficiary could be subject to materially adverse tax consequences under the PFIC rules or the CFC rules.

Tax-Exempt Investors that are private foundations should consult their tax advisors about the possible excise tax consequences to them of an investment in the Company.

Any Tax-Exempt Investor that (i) acquires (whether in one or more transactions) a 10% or greater interest in the Company (determined by applying certain attribution rules) or (ii) disposes of sufficient Shares to reduce its interest in the Company to less than 10% will generally be required to file an information return with the IRS on IRS Form 5471 containing certain disclosures. Additional reporting requirements may apply to Tax-Exempt Investors owning Shares representing a 10% or greater interest in the Company (determined by applying certain attribution rules) if the Company is a CFC. Further, a Tax-Exempt Investor may be required to report, on IRS Form 926, a transfer of cash to the Company if (i) immediately after such transfer such Tax-Exempt Investor owns a 10% or greater interest in the Company (determined by applying certain attribution rules) or (ii) the amount of cash transferred by such Tax-Exempt Investor to the Company during the twelve-month period ending on the date of the transfer exceeds US$100,000. Failure to report this information as required may result in substantial penalties. Tax-Exempt Investors are urged to consult their tax advisors concerning the information reporting requirements relating to their investments in the Company.

Treasury regulations generally require a direct or indirect participant in any "reportable transaction" to disclose its participation to the IRS on IRS Form 8886. Furthermore, a "material advisor" to a reportable transaction is required to maintain a list of each person with respect to whom such advisor acted as a material advisor, as well as to disclose to the IRS certain other information regarding the transaction. For purposes of the disclosure rules, a U.S. person that owns at least 10% of the voting power of a CFC is generally treated as a participant in a reportable transaction in which the relevant foreign corporation participates. It is possible that the Company will be treated as engaging in one or more reportable transactions and, in that case, certain Tax-Exempt Investors may be required to report their participation in those transactions. A Tax-Exempt Investor may also be required to report a redemption or a transfer of Shares if the Tax-Exempt Investor recognizes a loss on the redemption or transfer that equals or exceeds an applicable threshold amount. Failure to comply with the reporting requirements gives rise to substantial penalties. Certain states, including New York, have similar reporting requirements.

Prospective Tax-Exempt Investors should also read the discussion under the heading "*—FATCA Tax*" below.

FATCA Tax. Under Sections 1471 through 1474 of the Code ("**FATCA**"), a 30% U.S. withholding tax will be imposed on U.S.-source FDAP payments made to the Master Fund or the Company after December 31, 2013 and on certain other "withholdable payments" and (subject to the proposed deferral of the effective date discussed below) "foreign passthru payments" made to the Master Fund or the Company after December 31, 2014 unless the Master Fund or the Company, as the case may be, complies with certain U.S. reporting requirements or otherwise qualifies for an exemption from such withholding. Proposed Treasury regulations would, if finalized in their current form, defer the effective date for the imposition of the FATCA tax on foreign passthru payments to January 1, 2017. Each of the Master Fund and the Company intends to comply with the FATCA reporting requirements in order to prevent imposition of this withholding tax, but it is nevertheless possible that the Master Fund or the Company will not be able to do so and it is therefore possible that the Master Fund or the Company will be subject to FATCA tax in respect of all or a portion of any "withholdable payments" or "foreign passthru payments" it receives. The relevant reporting requirements will entail, among other things, collection and reporting to the IRS of information regarding ownership by U.S. persons of direct or indirect interests in entities that are Non-U.S. Investors in the Company. The Company will generally be required to request each Non-U.S. Investor to waive the application of any law that would otherwise prevent the Company from reporting to the IRS the information it collects under FATCA. The Company may require an investor to tender its Shares for redemption if the investor fails to comply with the Company's requests for FATCA related certifications and information. If the Company or the Master Fund, respectively, is subject to FATCA tax because of the

status of any Shareholder, it will allocate the burden of the FATCA tax to that Shareholder to the extent permitted by law.

Under FATCA, the Company will generally be required to withhold a 30% U.S. tax from the portion of any distribution that it makes to certain Non-U.S. Investors that constitutes a foreign passthru payment. As discussed above, under proposed Treasury regulations, the Company would be required to withhold this tax from foreign passthru payments that it makes on or after January 1, 2017. In general, a Non-U.S. Investor would be subject to this withholding tax if it did not comply with requests from the Company for certain certifications and information (generally relating to the U.S. owners and account holders of any Non-U.S. Investor that is an entity) and, in the case of a Non-U.S. Investor that is a "foreign financial institution," including an investment fund, if it had not taken steps to prevent the imposition of the FATCA tax, as described in the preceding paragraph. If a Tax-Exempt Investor fails to provide the Company with appropriate certifications as to its status as a U.S. person, such Tax-Exempt Investor may also be subject to the FATCA tax in respect of the portion of the Company's distributions that are treated as foreign passthru payments. Some investors may be able to obtain a refund of the FATCA tax, provided that they submit certain information to the IRS, but a "foreign financial institution" that is organized in a jurisdiction that does not have a tax treaty with the United States and has not taken steps to prevent the imposition of the FATCA tax will not be entitled to a refund.

For this purpose, (i) "withholdable payments" are generally defined as U.S.-source FDAP income (including portfolio interest and other FDAP income that would not otherwise be subject to U.S. withholding tax) and any gross proceeds from the disposition of property that can produce U.S.-source dividends or interest and (ii) "foreign passthru payments" are generally defined as payments received from a FATCA-compliant foreign financial institution (such as a non-U.S. bank or investment fund) that are not themselves "withholdable payments," but are treated as attributable to "withholdable payments" (including interest on bank accounts maintained by, or distributions to shareholders from, a foreign bank or foreign investment vehicle that complies with the FATCA reporting requirements).

State and Local Tax Considerations

In addition to the U.S. federal income tax consequences described above, the Company may be subject to state and local taxes in jurisdictions in which certain of the Master Fund's investments are located and may be required to file tax returns in those jurisdictions.

Non-U.S. Tax Considerations

This Offering Memorandum does not attempt to summarize the potential tax consequences of investments that the Master Fund may make in non-U.S. entities. Various non-U.S. taxing jurisdictions may impose withholding and other taxes in respect of dividends, interest, gains from dispositions and other income generated by such investments. Because the Cayman Islands is not a party to any tax treaties, the Company will not be eligible for the benefit of any tax treaty to reduce or eliminate any such taxes in respect of its share of the income of the Master Fund. The imposition of these taxes may have a significant effect on the net asset value of the Master Fund and the Company. Prospective investors should consult their tax advisors regarding the potential consequences of non-U.S. investments.

Importance of Obtaining Professional Advice

The foregoing analysis is not intended as a substitute for careful tax planning. Accordingly, prospective investors in the Company are strongly urged to consult their tax advisors with specific reference to their own situations regarding the possible tax consequences of an investment in the Company.

Authorization Regarding Disclosure of Tax Structure

Notwithstanding any other statement in this Offering Memorandum, the Company, the Investment Manager and their respective affiliates, advisors, members, partners, officers, directors, employees and principals authorize each Shareholder and each of the Shareholder's employees, representatives or other

agents, from and after the commencement of any discussions with any such party, to disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the Master Fund and the Company and of any transaction entered into by the Master Fund or the Company and all materials of any kind (including opinions or other tax analyses) relating to such tax treatment or tax structure that are provided to such Shareholder, except for any information identifying the Board of Directors, the Investment Manager, or their respective affiliates, advisors, members, partners, officers, directors, employees and principals, the Shareholders, the Company, the Master Fund, any Feeder Fund, any investor in any Feeder Fund or (except to the extent relevant to such tax structure or tax treatment) any nonpublic commercial or financial information.

B. CERTAIN REGULATORY CONSIDERATIONS

Mutual Funds Law (2009 Revision) Cayman Islands

The Company and the Master Fund are regulated under the Mutual Funds Law (2009 Revision) of the Cayman Islands ("Mutual Funds Law"). The Cayman Islands Monetary Authority (the "Authority") has supervisory and enforcement powers to ensure compliance with the Mutual Funds Law. Regulation under the Mutual Funds Law entails the filing of prescribed details and audited accounts annually with the Authority. As a regulated mutual fund, the Authority may at any time instruct the Company or the Master Fund to have its or their accounts audited and to submit them to the Authority within such time as the Authority specifies. Failure to comply with these requests by the Authority may result in substantial fines on the part of the directors of the Company or the Master Fund, as applicable, and may result in the Authority applying to the court to have the Company or the Master Fund wound up.

Neither the Company nor the Master Fund are, however, subject to supervision in respect of their investment activities or the constitution of the Master Fund's portfolio by the Authority or any other governmental authority in the Cayman Islands, although the Authority does have power to investigate the activities of the Company and the Master Fund in certain circumstances. Neither the Authority nor any other governmental authority in the Cayman Islands has commented upon or approved the terms or merits of this document. There is no investment compensation scheme available to investors in the Cayman Islands.

The Authority 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 the Authority include the power to require the substitution of the directors of the Company or the Master Fund, to appoint a person to advise the Company or the Master Fund on the proper conduct of its affairs or to appoint a person to assume control of the affairs of the Company or the Master Fund, as the case may be. There are other remedies available to the Authority including the ability to apply to court for approval of other actions.

Anti-Money Laundering Regulations

As part of the Company's responsibility to comply with regulations aimed at the prevention of money laundering and terrorist financing, the Company, the Board of Directors, the Investment Manager, the Administrator or any of their respective affiliates may require a detailed verification of a prospective investor's or Shareholder's identity, any beneficial owner of the prospective investor or Shareholder, and the source of any payment.

The Company, the Board of Directors, the Investment Manager and the Administrator reserve the right to request at any time such information and/or documentation as is necessary to verify the identity of a prospective investor or Shareholder and any underlying beneficial owner of a prospective investor's or Shareholder's Shares. The Company, the Board of Directors, the Investment Manager and the Administrator also reserve the right to request such identification evidence in respect of a transferee of Shares. In the event of delay or failure by the prospective investor, Shareholder or transferee to produce

any information and/or documentation required for verification purposes, or on the basis of such information and/or documentation that is provided, the Company, the Board of Directors, the Investment Manager and/or the Administrator may reject or delay the acceptance of the subscription or (as the case may be) the relevant transfer of Shares and the Administrator may refuse to process such subscription or transfer, or (in the case of a subscription) may cause the redemption of such Shareholder's Shares, and any funds received will be returned to the prospective investor or Shareholder without interest or deduction to the account from which the monies were originally debited.

The Company, the Board of Directors, the Investment Manager and the Administrator also reserves the right to refuse to make or suspend the payment of redemption proceeds of a Shareholder if the Company, the Board of Directors, the Investment Manager or the Administrator suspects or is advised that the payment of any redemption monies to such Shareholder might result in a breach or violation of any applicable anti-money laundering laws or the laws, regulations and Executive Orders administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**"), or other laws or regulations in any relevant jurisdiction (collectively, "**AML/OFAC obligations**").

Each prospective investor or transferee of Shares will be required to make such representations to the Company, the Board of Directors, the Investment Manager and/or the Administrator in connection with applicable AML/OFAC obligations, including, without limitation, representations to the Company, the Board of Directors, the Investment Manager and the Administrator that such prospective investor or transferee (or any person controlling or controlled by the prospective investor, Shareholder or transferee; if the prospective investor, Shareholder or transferee is a privately held entity, any person having a beneficial interest in the prospective investor, Shareholder or transferee; or any person for whom the prospective investor, Shareholder or transferee is acting as agent or nominee in connection with the investment) is not (i) an individual or entity named on any available lists of known or suspected terrorists, terrorist organizations or of other sanctioned persons issued by the United States government and the government(s) of any jurisdiction(s) in which the Company is doing business, including the List of Specially Designated Nationals and Blocked Persons administered by OFAC, as such list may be amended from time to time, (ii) an individual or entity from a country or territory prohibited by the OFAC sanctions programs or (iii) a current or former senior foreign political figure[1] or politically exposed person[2], or an immediate family member or close associate of such an individual. Further, such prospective investor, Shareholder or transferee must represent to the Company, the Board of Directors, the Investment Manager and the Administrator that it is not a prohibited foreign shell bank.[3]

Such prospective investor, Shareholder or transferee will also be required to represent to the Company and/or the Administrator that amounts contributed by it to the Company were not directly or indirectly derived from, or for the benefit of, activities that may contravene U.S. Federal, state or international laws and regulations, including, without limitation, any applicable anti-money laundering laws and regulations.

[1] A "senior foreign political figure" is defined as (a) a current or former senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government (whether elected or not), a current or former senior official of a major non-U.S. political party, or a current or former senior executive of a non-U.S. government-owned commercial enterprise; (b) a corporation, business, or other entity that has been formed by, or for the benefit of, any such individual; (c) an immediate family member of any such individual; and (d) a person who is widely and publicly known (or is actually known) to be a close associate of such individual. For purposes of this definition, a "senior official" or "senior executive" means an individual with substantial authority over policy, operations or the use of government-owned resources; and "immediate family member" means a spouse, parents, siblings, children and spouse's parents or siblings.

[2] A "politically exposed person" ("**PEP**") is a term used for individuals who are or have been entrusted with prominent public functions in a foreign country, for example; heads of state or of government, senior politicians, senior government, judicial or military officials, senior executives of state-owned corporations and important political party officials.

[3] A "prohibited foreign shell bank" is a foreign bank that does not have a physical presence in any country, and is not a "regulated affiliate," i.e., an affiliate of a depository institution, credit union, or foreign bank that (i) maintains a physical presence in the U.S. or a foreign country and (ii) is subject to banking supervision in the country regulating the affiliated depository institution, credit union or foreign bank.

Each prospective investor, Shareholder or transferee will agree to notify the Company, the Board of Directors, the Investment Manager and the Administrator promptly in writing should it become aware of any change in the information set forth in its representations. Each prospective investor, Shareholder and transferee is advised that, by law, the Company, the Board of Directors, the Investment Manager and/or the Administrator may be obligated to "freeze the account" of such Shareholder, either by prohibiting additional investments from the Shareholder, declining any redemption requests from the Shareholder, suspending the payment of redemption proceeds payable to the Shareholder and/or segregating the assets in the account in compliance with governmental regulations. The Company, the Board of Directors, the Investment Manager and/or the Administrator may also be required to report such action and to disclose the prospective investor's, Shareholder's or transferee's identity to OFAC or other applicable governmental and regulatory authorities.

In order to comply with regulations aimed at the prevention of money laundering in any applicable jurisdictions, the Company and/or the Master Fund may require prospective investors to provide evidence to verify their identity. Accordingly, the Board of Directors reserves the right to request such information as it considers necessary to verify the identity of a prospective investor. The Board of Directors may refuse to accept any subscription application if a prospective investor delays in producing or fails to produce any information required by the Board of Directors for the purpose of verification and, in that event, any funds received by the Board of Directors will be returned without interest to the account from which the moneys were originally debited.

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 Law, 2008 of the Cayman Islands, 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, pursuant to the Terrorism Law (2012 Revision) 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.

The Company, the Master Fund, the Board of Directors and the Master Fund General Partner 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 recognized overseas regulatory authority, under the Monetary Authority Law (2012 Revision), or by the Tax Information Authority, under the Tax Information Authority Law (2009 Revision) or Reporting of Savings Income information (European Union) Law (2007 Revision) and associated regulations, agreements, arrangements and memoranda of understanding. Disclosure of confidential information under such laws will not be regarded as a breach of any duty of confidentiality and, in certain circumstances, the Company, the Master Fund, the Board of Directors and the Master Fund General Partner or any of its or their directors or agents, may be prohibited from disclosing that the request has been made.

As a regulated mutual fund in the Cayman Islands, the Master Fund is also subject to the same legislation and regulations aimed at the prevention of money laundering that are applicable to the Company. The Master Fund will discharge its obligations by implementing procedures substantially similar to the Company.

Consistent with anti-money laundering requirements that relate to subscriptions in the Company, redemption payments will generally only be paid to the bank account from which the respective subscription amount has been received. Payments to other accounts held in the name of the registered owner of the Shares will only be made upon instruction of the Company. The Company will not make redemption payments to accounts in the name of third parties.

U.S. Securities Act of 1933

The Shares have not been and will not be registered under the Securities Act. The Shares are being offered in reliance on the exemption from registration provided by Section 4(2) of the Securities Act and Regulation D promulgated thereunder. Each prospective investor (whether or not a U.S. citizen, resident or entity) will be required to represent, among other customary private placement representations, that it is an "accredited investor" as defined in Regulation D, and is acquiring the Shares for its own account for investment purposes only and not for resale or distribution. The Shares may not be transferred or resold except as permitted under the Articles and unless registered under the Securities Act or pursuant to an exemption from such registration.

U.S. Investment Company Act of 1940

It is anticipated that the Company and the Master Fund will be exempt from the provisions of the Investment Company Act pursuant to the exemptions contained in Section 3(c)(7) and 7(d) thereunder. Section 3(c)(7) exempts issuers who are not making and do not presently propose to make a public offering of their securities and whose outstanding securities are beneficially owned solely by "qualified purchasers" as defined in Section 2(a)(51)(A) of the Investment Company Act. Section 7(d) generally exempts non-U.S. issuers who are not making and do not presently propose to make a U.S. public offering of their securities and whose outstanding securities are acquired solely by (i) "qualified purchasers" as defined in Section 2(a)(51)(A) of the Investment Company Act or (ii) investors who are not U.S. persons generally as defined by Regulation S under the Securities Act. In order to ensure that the Company and the Master Fund may rely upon such exemption, the Company will obtain appropriate representations and undertakings from its investors.

U.S. Investment Advisers Act of 1940

Neither the Investment Manager nor the Master Fund General Partner is currently registered with the SEC as an investment adviser under the Advisers Act but may register in the future. All persons acting on behalf of the Master Fund General Partner are "persons associated with" the Investment Manager (as defined in Section 202(a)(17) of the Advisers Act). Accordingly, if the Investment Manager decides or is required to register under the Advisers Act in the future, the Master Fund General Partner likely would rely on the Investment Manager's registration. The Master Fund General Partner or its affiliates may become a registered investment adviser at a future date if such person determines that registration is necessary or otherwise appropriate in accordance with applicable law.

U.S. Commodity Exchange Act

The Master Fund may trade commodity futures, commodity option contracts and/or swaps ("**Commodity Interests**") and may therefore be considered a commodity pool (a "**Pool**") under the Commodity Exchange Act and the rules of the U.S. Commodity Futures Trading Commission ("**CFTC**") thereunder. The Company may be considered a commodity pool by virtue of its investment in the Master Fund. Each of the Investment Manager (with respect to the Company) and the Master Fund General Partner (with respect to the Master Fund) expects to be exempt from registration with the CFTC as a commodity pool operator ("**CPO**") pursuant to CFTC rule 4.13(a)(4) through December 31, 2012 on the basis that, among other things, (*a*) each investor is either (*i*) a natural person who is a "qualified eligible person" as defined in CFTC Rule 4.7(a)(2) (which includes a "qualified purchaser" under the Investment Company Act) or (*ii*) a non-natural person that is either an "accredited investor" or a "qualified eligible person" as defined under CFTC Rule 4.7 and (*b*) shares in the Company and interests in the Master Fund are exempt from registration under the Securities Act and offered and sold without marketing to the public in the United States. Therefore, the Investment Manager and the General Partner are not currently required to deliver a disclosure document containing CFTC-prescribed information to prospective investors, nor will they be required to provide investors with periodic account statements or certified annual reports that satisfy the requirements of CFTC rules applicable to registered CPOs.

The exemption provided by CFTC Rule 4.13(a)(4) was rescinded effective April 24, 2012. As a result, each of the Investment Manager (with respect to the Company) and the Master Fund General Partner (with respect to the Master Fund) will no longer be able to rely on such exemption after December 31, 2012. Following such date, each of the Investment Manager (with respect to the Company) and the Master Fund General Partner (with respect to the Master Fund) currently intends to rely on the limited trading exemption provided in CFTC Rule 4.13(a)(3) or to register as a CPO with the CFTC under CFTC Rule 4.7.

CFTC Rule 4.13(a)(3) exempts from registration the operator of a commodity pool if, among other things, (*a*) the 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 margin 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 and (*b*) interests in the pool are exempt from registration under the Securities Act and offered and sold without marketing to the public in the United States. If the Investment Manager and/or the Master Fund General Partner determines to rely on CFTC Rule 4.13(a)(3) after December 31, 2012, they will not be required to deliver a disclosure document containing CFTC-prescribed information to prospective investors, nor will they be required to provide investors with periodic account statements or certified annual reports that satisfy the requirements of CFTC rules applicable to registered CPOs. In the event that the Investment Manager (with respect to the Company) and the Master Fund General Partner (with respect to the Master Fund) determines to operate the Company and/or the Master Fund as a registered CPO following December 31, 2012, the Investment Manager and the Master Fund General Partner will rely upon CFTC Rule 4.7, which exempts a registered CPO from certain disclosure and other requirements otherwise applicable to a registered CPO provided that, among other things, (*a*) each investor is a "qualified eligible person" as defined in CFTC Rule 4.7 (which includes a "qualified purchaser") and (*b*) interests in the Pool are exempt from registration under the Securities Act and offered and sold without marketing to the public in the United States.

Therefore, it is expected that this Offering Memorandum will not be required to be, and will not be, filed with the CFTC. The CFTC does not pass upon the merits of participating in a Pool or upon the adequacy or accuracy of an offering memorandum. Consequently, the CFTC has not reviewed or approved, and will not review or approve, this offering, this Offering Memorandum or any other offering memorandum for the Company or the Master Fund.

Benefit Plan Investor Considerations

All Benefit Plan Investors

Before authorizing an investment in the Company, the fiduciaries or other authorized representatives of a benefit plan investor should consider (i) the fiduciary standards under applicable law, (ii) whether the investment in the Company satisfies the prudence and diversification requirements of applicable law, including whether the investment is prudent in light of limitations on the marketability of Shares in the Company and (iii) whether such fiduciaries or representatives have the authority to make the investment under the appropriate plan investment policies and governing instruments and under applicable law. In analyzing the prudence of an investment in the Company under applicable law, special attention should be given to any provisions of applicable law that require a determination that the investment is reasonably designed to further the plan's purpose, an examination of risk and return factors and the consideration of the portfolio's composition with regard to diversification, liquidity, the current return of the total portfolio relative to anticipated cash-flow needs of the plan and the projected return of the total portfolio relative to the plan's funding objectives.

Benefit Plan Investors Subject to ERISA or the Code

ERISA, the Code and the regulations promulgated by the U.S. Department of Labor set forth in 29 C.F.R. § 2510.3-101, as modified by Section 3(42) of ERISA (the "**DOL Regulations**"), provide, in essence, that if benefit plan investors subject to ERISA or the Code beneficially own 25% or more of any class of equity interests in a fund, then the assets and transactions of the fund will also be subject to the fiduciary and prohibited transaction provisions of ERISA or the Code. The Master Fund General Partner will use

reasonable best efforts to avoid this result with respect to the Master Fund by limiting investment in the Master Fund by benefit plan investors who disclose that they are seeking to invest assets subject to the fiduciary and prohibited transaction provisions of ERISA or the Code so that benefit plan investors do not beneficially own 25% or more of any class of equity interests in the Master Fund (or such percentage prescribed by any change in applicable regulation or law).

In seeking to ensure that the assets of the Master Fund will not be ERISA "plan assets," the Board of Directors, the Master Fund General Partner, the Investment Manager and the Administrator will rely on information, representations and covenants provided by investors and prospective investors in their subscription booklet and each investor will be asked in its subscription booklet to acknowledge that the Board of Directors, the Master Fund General Partner, the Investment Manager and the Administrator are each entitled to rely on the information, representations and covenants provided by such investor and other investors in their respective subscription booklets.

ERISA Plan Asset Rules

The discussion below describes in more detail certain aspects of the rules of ERISA and the Code as they apply to the Company and the Master Fund. The fiduciary standards of Sections 401 through 405 of ERISA and the prohibited transaction rules of Section 406 of ERISA and Section 4975 of the Code apply to the management and investment of assets of U.S. private sector employee benefit plans. The prohibited transaction rules under Section 4975 of the Code also apply to individual retirement accounts ("**IRAs**") and Keogh plans. Under the DOL Regulations, when any such plan or account acquires an equity interest in an investment fund which is not registered under the Investment Company Act, the plan or account's assets include not only its equity interest in the fund but also an undivided proportional interest in each of the underlying assets of the fund, unless an exception applies under the relevant regulations. One such exception is the so-called "25% exception." The 25% exception applies as long as plan investors in a fund do not beneficially own 25% or more of any class of equity interests in the fund. Plan investors, for these purposes, include ERISA plans, IRAs, Keogh plans and entities of which 25% or more of any class of equity is held by such plans or accounts. In order for the 25% exception to continue to apply, the 25% test must be met initially and immediately after each sale, transfer or redemption of any equity interests in the fund. If the plan investors in a fund remain under the 25% threshold (or such percentage as may be prescribed by any change in applicable regulation or law) (the "**Plan Threshold**"), the manager of the fund will not be subject to ERISA's fiduciary standards and the transactions by the fund will be free of the prohibited transaction rules of ERISA and the Code. However, if the plan investors exceed the Plan Threshold, the ERISA plan investors in the fund will be attributed a proportional undivided interest in each asset held by the fund and that portion of the assets will be treated as ERISA "plan assets." The fund manager will be deemed an ERISA fiduciary with respect to that portion of the assets, and transactions involving that portion of the assets will be subject to the prohibited transaction rules of ERISA and the Code.

Application of the Plan Asset Rules to the Company and the Master Fund

As described above, the Master Fund General Partner will use its reasonable best efforts to avoid the result that the Master Fund's assets will be deemed to be plan assets subject to the fiduciary and prohibited transaction provisions of ERISA or the Code by keeping the Master Fund under the Plan Threshold. As a result, the underlying assets of the Master Fund are not expected to be deemed plan assets for purposes of ERISA and ERISA's fiduciary duties and prohibited transaction rules will not apply to the Master Fund General Partner or the Master Fund. The Plan Threshold test will be applied at the Master Fund level. The Company is designed to invest directly in the Master Fund and, therefore, it is not intended that the Plan Threshold will be observed at the Company level.

The Master Fund General Partner reserves the right to compel a Limited Partner to withdraw all or any portion of its Limited Partner Interests on reasonable terms determined by the Master Fund General Partner in its sole discretion in order to ensure that the underlying assets of the Master Fund will not be treated as ERISA plan assets.

Acceptance of subscriptions of benefit plan investors is in no respect a representation by the Company, the Board of Directors, the Master Fund or the Master Fund General Partner that this investment meets all relevant requirements with respect to investment by such plans generally or any particular plan, or that this investment is appropriate for plans generally or any particular plan.

Plan administrators of investors that are subject to ERISA may be required to report on Form 5500 Annual Return/Report compensation paid to service providers, including for this purpose, compensation paid to the Investment Manager, the Board of Directors or the Master Fund General Partner. The descriptions contained herein of fees and compensation, including the Management Fee and Incentive Allocation payable or allocable to the Investment Manager and the Master Fund General Partner, are intended to satisfy the disclosure requirements for "eligible indirect compensation" for which the alternative reporting option on Schedule C of Form 5500 may be available.

Potential benefit plan investors should consult with their respective counsel regarding the consequences under ERISA, the Code or other similar statutes of their acquisition and ownership of Shares in the Company.

C. OTHER CONSIDERATIONS

Voting Rights. Holders of the Shares will have no rights to receive notice of, to attend or to vote at any general meeting (including extraordinary general meetings) of the Company. MFS, as the holder of the Founder Shares, will have full entitlement to receive notice of, to attend and to vote at general meetings of the Company.

Auditors. The Company has contracted with KPMG, a partnership established under Cayman Islands law, and a member of KPMG International, a Swiss cooperative.

Legal Advisors. The legal advisor to the Company and the Master Fund is Maples and Calder as to Cayman Islands law. The legal advisor to the Investment Manager, the Master Fund General Partner and the Master Fund Administrative General Partner is Davis Polk & Wardwell LLP as to United States law.

Fiscal Year. The fiscal year of the Company commences on January 1 of each year and ends on and includes December 31 of each year. The first fiscal year of the Company will commence on the date of incorporation of the Company and will end on and include December 31, 2012. If the Company is terminated on a day which is not December 31 in a given year, such date of termination of the Company shall be deemed to be the end of and included in that fiscal year.

Reports to Shareholders. Shareholders will receive the following regular reports: (i) an annual audited financial statement within 120 days after the end of each fiscal year of the Company and (ii) an unaudited monthly account statement.

Notices to Shareholders. All notices determined to be appropriate for distribution to Shareholders by the Directors or the Investment Manager will be mailed by the Company to Shareholders of record in the register maintained by the Company's registrar and transfer agent.

Changes in Information. Any Shareholder who wishes to notify the Company of any change in information with respect to such Shareholder may do so by informing the Company in writing at the Company's registered office.

Shareholder Access to Information. Copies of the following documents may be inspected at the office of the Investment Manager during normal business hours on any weekday (Saturday and Sunday and days on which banks are not open for business in the Cayman Islands excepted):

(a) the Articles;

(b) the Master Fund Partnership Agreement;

(c) the Investment Management Agreement;

(d) the latest available annual reports; and

(e) the Companies Law (2012 Revision) of the Cayman Islands; the Mutual Funds Law (2009 Revision) of the Cayman Islands.

FURTHER COPIES OF THIS OFFERING MEMORANDUM ARE AVAILABLE AT THE OFFICE OF THE COMPANY WITHOUT CHARGE.

APPENDIX A: SELLING LEGENDS

U.S. LEGENDS

NOTICE TO FLORIDA INVESTORS:
THE SHARES HAVE NOT BEEN REGISTERED UNDER THE FLORIDA SECURITIES ACT.

IF SALES ARE MADE TO FIVE (5) OR MORE INVESTORS IN FLORIDA, ANY FLORIDA INVESTOR MAY, AT HIS OR HER OPTION, VOID ANY PURCHASE HEREUNDER WITHIN A PERIOD OF THREE (3) DAYS AFTER HE OR SHE (A) FIRST TENDERS OR PAYS TO THE COMPANY, AN AGENT OF THE COMPANY OR AN ESCROW AGENT THE CONSIDERATION REQUIRED HEREUNDER OR (B) DELIVERS HIS OR HER EXECUTED SUBSCRIPTION AGREEMENT, WHICHEVER OCCURS LATER. TO ACCOMPLISH THIS, IT IS SUFFICIENT FOR A FLORIDA INVESTOR TO SEND A LETTER OR TELEGRAM TO THE COMPANY WITHIN SUCH THREE-DAY (3) PERIOD, STATING THAT HE OR SHE IS VOIDING AND RESCINDING THE PURCHASE. IF ANY INVESTOR SENDS A LETTER, IT IS PRUDENT TO DO SO BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO INSURE THAT THE LETTER IS RECEIVED AND TO EVIDENCE THE TIME OF MAILING.

NOTICE TO GEORGIA INVESTORS:
THE SHARES HAVE BEEN ISSUED OR SOLD IN RELIANCE ON PARAGRAPH (13) OF CODE SECTION 10-5-9 OF THE "GEORGIA SECURITIES ACT OF 1973," AND MAY NOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER SUCH ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER SUCH ACT.

NOTICE TO NEW HAMPSHIRE INVESTORS
NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED UNDER CHAPTER 421-B OF THE NEW HAMPSHIRE REVISED STATUTES WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY, OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

NON-U.S. LEGENDS

NOTICE TO ALL NON-U.S. INVESTORS GENERALLY
IT IS THE RESPONSIBILITY OF ANY PERSONS WISHING TO SUBSCRIBE FOR SHARES TO INFORM THEMSELVES OF AND TO OBSERVE ALL APPLICABLE LAWS AND REGULATIONS OF ANY RELEVANT JURISDICTIONS. PROSPECTIVE INVESTORS SHOULD INFORM THEMSELVES AS TO THE LEGAL REQUIREMENTS AND TAX CONSEQUENCES WITHIN THE COUNTRIES OF THEIR CITIZENSHIP, RESIDENCE, DOMICILE AND PLACE OF BUSINESS WITH RESPECT TO THE ACQUISITION, HOLDING OR DISPOSAL OF SHARES, AND ANY FOREIGN EXCHANGE RESTRICTIONS THAT MAY BE RELEVANT THERETO.

NOTICE TO RESIDENTS OF AUSTRALIA
THIS OFFERING MEMORANDUM HAS BEEN PREPARED BY PIOLET CAPITAL, L.P. SOLELY FOR INFORMATION PURPOSES ONLY TO PERSONS WHO ARE "WHOLESALE CLIENTS" (AS DEFINED BY SECTION 761G(7) OF THE CORPORATIONS ACT (THE "ACT").
THIS OFFERING MEMORANDUM IS BEING PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF REGULATION 7.1.33H. ACCORDINGLY, PLEASE BE ADVISED THAT:

(I) THIS OFFERING MEMORANDUM HAS BEEN PREPARED FOR GENERAL INFORMATION, AND SHOULD NOT BE CONSTRUED AS PERSONAL ADVICE. IT DOES NOT TAKE INTO ACCOUNT AN INDIVIDUAL INVESTOR'S OBJECTIVES, FINANCIAL SITUATION AND NEEDS WHICH ARE NECESSARY CONSIDERATIONS BEFORE MAKING ANY INVESTMENT DECISION. IT SHOULD NOT BE RELIED UPON IN MAKING INVESTMENT DECISIONS OR BY ANY OTHER PERSON FOR THE PURPOSES OF INVESTMENT ADVICE. IT DOES NOT CONTAIN AND SHOULD NOT BE TAKEN AS CONTAINING ANY FINANCIAL PRODUCT ADVICE OR FINANCIAL PRODUCT RECOMMENDATIONS;

(II) THE COMPANY DOES NOT HOLD AN AUSTRALIAN FINANCIAL SERVICES LICENCE AUTHORISING IT TO PROVIDE FINANCIAL PRODUCT ADVICE IN RELATION TO THE FUND;

(III) ANY DECISION TO PARTICIPATE IN ANY INVESTMENT OR TRANSACTION IN RELATION TO THE COMPANY PURSUANT TO THIS OFFERING MEMORANDUM SHOULD BE BASED ON THE TERMS OF THE APPLICABLE TRANSACTION DOCUMENTATION (INCLUDING ANY AVAILABLE OFFERING DOCUMENT). THIS OFFERING MEMORANDUM IS NOT A PROSPECTUS, PRODUCT DISCLOSURE STATEMENT OR ANY OTHER FORM OF PRESCRIBED OFFERING DOCUMENT UNDER THE ACT. THIS OFFERING MEMORANDUM DOES NOT CONSTITUTE AN INVITATION TO SUBSCRIBE FOR, OR AN OFFER OF, ANY INTEREST IN ANY SECURITIES OR FINANCIAL PRODUCTS, WHERE SUCH INVITATION OR OFFER WOULD REQUIRE THE PROVISION OF A PROSPECTUS, PRODUCT DISCLOSURE STATEMENT OR ANY OTHER FORM OF PRESCRIBED OFFERING DOCUMENT (WHETHER SUCH DOCUMENT IS REQUIRED TO BE REGISTERED WITH THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION ("ASIC"). ANY OFFER OR INVITATION IN RESPECT OF THE COMPANY MAY ONLY BE MADE WHERE SUCH OFFER OR INVITATION DOES NOT NEED DISCLOSURE TO INVESTORS UNDER PART 6D.2 OR PART 7.9 OF THE ACT. THIS OFFERING MEMORANDUM IS NOT REQUIRED TO, AND DOES NOT, CONTAIN ALL THE INFORMATION WHICH WOULD BE REQUIRED IN EITHER A PROSPECTUS, PRODUCT DISCLOSURE STATEMENT OR ANY OTHER FORM OF PRESCRIBED OFFERING DOCUMENT UNDER AUSTRALIAN LAW. NEITHER THIS OFFERING MEMORANDUM NOR ANY OTHER OFFER DOCUMENT IN RELATION TO THE INTERESTS IN THE COMPANY HAS BEEN LODGED WITH ASIC; AND

(IV) INVESTORS IN THE COMPANY DO NOT HAVE ANY "COOLING OFF" RIGHTS IN RELATION TO ANY INVESTMENT OR TRANSACTION CONTEMPLATED BY THIS OFFERING MEMORANDUM.

THIS INFORMATION HAS BEEN PREPARED FOR GENERAL INFORMATION. IT DOES NOT TAKE INTO ACCOUNT AN INDIVIDUAL INVESTOR'S OBJECTIVES, FINANCIAL SITUATION AND NEEDS WHICH ARE NECESSARY CONSIDERATIONS BEFORE MAKING ANY INVESTMENT DECISION. IT SHOULD NOT BE RELIED UPON IN MAKING INVESTMENT DECISIONS OR BY ANY OTHER PERSON FOR THE PURPOSES OF INVESTMENT ADVICE. IT DOES NOT CONTAIN AND SHOULD NOT BE TAKEN AS CONTAINING ANY FINANCIAL PRODUCT ADVICE OR FINANCIAL PRODUCT RECOMMENDATIONS.

USE OF THIS OFFERING MEMORANDUM CONSTITUTES ACKNOWLEDGEMENT AND ACCEPTANCE OF THESE TERMS.

NOTICE TO RESIDENTS OF AUSTRIA

NEITHER THIS OFFERING MEMORANDUM NOR ANY OTHER DOCUMENT IN CONNECTION WITH THE SHARES IN THE FUND IS AN OFFERING MEMORANDUM ACCORDING TO THE AUSTRIAN INVESTMENT FUNDS ACT (*INVESTMENTFONDSGESETZ, INVFG*), THE AUSTRIAN CAPITAL MARKETS ACT (*KAPITALMARKTGESETZ, KMG*) OR THE AUSTRIAN STOCK EXCHANGE ACT (*BÖRSEGESETZ, BÖRSEG*) AND HAS THEREFORE NOT BEEN DRAWN UP, AUDITED, APPROVED, PASS-PORTED AND/OR PUBLISHED IN ACCORDANCE WITH THE

AFORESAID ACTS. NEITHER THE FUND, THE INVESTMENT MANAGER NOR ANY OF THEIR RESPECTIVE AFFILIATES IS UNDER THE SUPERVISION OF THE AUSTRIAN FINANCIAL MARKET AUTHORITY OR ANY OTHER AUSTRIAN SUPERVISION AUTHORITY.

PROSPECTIVE PURCHASERS OF SHARES IN THE FUND SHOULD NOTE THAT THE SHARES IN THE FUND **HAVE NOT BEEN AND WILL NOT BE OFFERED** IN THE REPUBLIC OF AUSTRIA **IN THE COURSE OF AN OFFER TO THE PUBLIC** WITHIN THE MEANING OF SECTION 140 OF THE AUSTRIAN INVESTMENT FUNDS ACT OR SECTION 176 OF THE AUSTRIAN INVESTMENT FUNDS ACT OR SEC 1 PARA 1 NO 1 OF THE AUSTRIAN CAPITAL MARKETS ACT BUT UNDER CIRCUMSTANCES WHICH WILL NOT BE CONSIDERED AS AN OFFER TO THE PUBLIC UNDER ANY OF THE AFORESAID ACTS. **THEREFORE, THE PROVISIONS OF THE AUSTRIAN INVESTMENT FUNDS ACT AND THE PROVISIONS OF THE AUSTRIAN CAPITAL MARKETS ACT RELATING TO REGISTRATION REQUIREMENTS AND TO PROSPECTUS REQUIREMENTS DO NOT APPLY AND THE SHARES IN THE FUND HAVE THUS NEITHER BEEN REGISTERED FOR PUBLIC DISTRIBUTION IN AUSTRIA WITH THE AUSTRIAN FINANCIAL MARKET AUTHORITY (*FINANZMARKTAUFSICHTSBEHÖRDE*) NOR BEEN THE SUBJECT MATTER OF A PROSPECTUS COMPLIANT WITH THE AUSTRIAN INVESTMENT FUNDS ACT OR THE AUSTRIAN CAPITAL MARKETS ACT.**

THIS OFFERING MEMORANDUM IS CONFIDENTIAL AND IS BEING PROVIDED ONLY TO A LIMITED NUMBER OF RECIPIENTS WHO HAVE BEEN INDIVIDUALLY SELECTED IN ADVANCE BY CERTAIN CRITERIA AND ARE TARGETED IN AUSTRIA EXCLUSIVELY BY MEANS OF A PRIVATE PLACEMENT. THIS OFFERING MEMORANDUM IS PROVIDED SOLELY FOR THE INFORMATION OF SUCH RECIPIENTS AND MUST NOT BE REPRODUCED, PUBLISHED, DISTRIBUTED OR MADE AVAILABLE TO ANY OTHER PERSON (INCLUDING THE PRESS AND ANY OTHER MEDIA), IN WHOLE OR IN PART, FOR ANY PURPOSE AND NO STEPS MAY BE TAKEN THAT WOULD CONSTITUTE A PUBLIC OFFER OF THE SHARES IN THE FUND UNDER EITHER THE AUSTRIAN INVESTMENT FUNDS ACT OR THE AUSTRIAN CAPITAL MARKETS ACT (WHETHER PRESENTLY OR IN THE FUTURE).

NOTICE TO RESIDENTS OF BAHRAIN

THE OFFERING MEMORANDUM HAS NOT BEEN APPROVED BY THE CENTRAL BANK OF BAHRAIN WHICH TAKES NO RESPONSIBILITY FOR ITS CONTENTS. NO OFFER TO THE PUBLIC TO PURCHASE SHARES WILL BE MADE IN THE KINGDOM OF BAHRAIN AND THIS OFFERING MEMORANDUM IS INTENDED TO BE READ BY THE ADDRESSEE ONLY AND MUST NOT BE PASSED TO, ISSUED TO, OR SHOWN TO THE PUBLIC GENERALLY.

NOTICE TO RESIDENTS OF BELGIUM

THE OFFERING OF SHARES HAS NOT BEEN AND WILL NOT BE NOTIFIED TO THE BELGIAN FINANCIAL SERVICES AND MARKETS AUTHORITY (AUTORITEIT VOOR FINANCIËLE DIENSTEN EN MARKTEN/AUTORITÉ DES SERVICES ET MARCHÉS FINANCIERS) NOR HAS THIS OFFERING MEMORANDUM BEEN, NOR WILL IT BE, APPROVED BY THE FINANCIAL SERVICES AND MARKETS AUTHORITY. THE SHARES MAY BE OFFERED IN BELGIUM ONLY TO A MAXIMUM OF 99 INVESTORS OR TO INVESTORS INVESTING A MINIMUM OF €250,000 OR TO PROFESSIONAL OR INSTITUTIONAL INVESTORS, IN RELIANCE ON ARTICLE 5 OF THE LAW OF JULY 20, 2004. THIS OFFERING MEMORANDUM MAY BE DISTRIBUTED IN BELGIUM ONLY TO SUCH INVESTORS FOR THEIR PERSONAL USE AND EXCLUSIVELY FOR THE PURPOSES OF THIS OFFERING OF SHARES. ACCORDINGLY, THIS OFFERING MEMORANDUM MAY NOT BE USED FOR ANY OTHER PURPOSE NOR PASSED ON TO ANY OTHER INVESTOR IN BELGIUM.

NOTICE TO RESIDENTS OF BERMUDA

SHARES MAY BE OFFERED OR SOLD IN BERMUDA ONLY IN COMPLIANCE WITH THE PROVISIONS OF THE INVESTMENT BUSINESS ACT OF 2003 OF BERMUDA WHICH REGULATES THE SALE OF SECURITIES IN BERMUDA. ADDITIONALLY, NON-BERMUDIAN PERSONS (INCLUDING COMPANIES) MAY NOT CARRY ON OR ENGAGE IN ANY TRADE OR

BUSINESS IN BERMUDA UNLESS SUCH PERSONS ARE PERMITTED TO DO SO UNDER APPLICABLE BERMUDA LEGISLATION.

NOTICE TO RESIDENTS OF BULGARIA

THE SHARES SHALL BE OFFERED TO SELECTED INVESTORS IN BULGARIA ON A PRIVATE PLACEMENT BASIS ONLY. IN NO EVENT SHALL THE NUMBER OF INVESTORS TO WHICH THE SHARES ARE OFFERED EXCEED 99 IN THE TERRITORY OF BULGARIA. THE SHARES ARE NOT OPEN TO SUBSCRIPTION OR PURCHASE BY ANY PERSON OTHER THAN THE PERSONS TO WHICH ANY OFFER TO SUBSCRIBE OR PURCHASE OR SOLICITATION TO SUBMIT AN OFFER TO SUBSCRIBE OR PURCHASE HAS BEEN SPECIFICALLY ADDRESSED BY THE COMPANY. NO INFORMATION IN THIS OFFERING MEMORANDUM MAY BE DISSEMINATED TO OR BE CONSIDERED ADDRESSED TO ANY PERSON OTHER THAN A PERSON TO WHICH ANY OFFER TO SUBSCRIBE OR PURCHASE OR SOLICITATION TO SUBMIT AN OFFER TO SUBSCRIBE OR PURCHASE HAS BEEN SPECIFICALLY ADDRESSED BY THE COMPANY IN THE TERRITORY OF BULGARIA.

NOTICE TO RESIDENTS OF BRUNEI

THIS OFFERING MEMORANDUM HAS NOT BEEN DELIVERED TO, LICENSED OR PERMITTED BY THE AUTHORITY AS DESIGNATED UNDER THE BRUNEI DARUSSALAM MUTUAL FUNDS ORDER 2001. NOR HAS IT BEEN REGISTERED WITH THE REGISTRAR OF COMPANIES. THIS DOCUMENT IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE AN INVITATION OR OFFER TO THE PUBLIC. AS SUCH IT MUST NOT BE DISTRIBUTED OR REDISTRIBUTED TO AND MAY NOT BE RELIED UPON OR USED BY ANY PERSON IN BRUNEI OTHER THAN THE PERSON TO WHOM IT IS DIRECTLY COMMUNICATED, (I) IN ACCORDANCE WITH THE CONDITIONS OF SECTION 21(3) OF THE INTERNATIONAL BUSINESS COMPANIES ORDER 2000, OR (II) WHOSE BUSINESS OR PART OF WHOSE BUSINESS IS IN THE BUYING AND SELLING OF SHARES WITHIN THE MEANING OF SECTION 308(4) OF THE COMPANIES ACT. CAP 39.

NOTICE TO RESIDENTS OF CANADA

THE OFFERING MEMORANDUM IS IN RESPECT OF AN OFFERING OF THE SHARES IN THE COMPANY ONLY IN THE CANADIAN PROVINCES OF ALBERTA, BRITISH COLUMBIA, ONTARIO, NOVA SCOTIA, AND QUEBEC, AND NOT IN ANY OTHER CANADIAN PROVINCE OR TERRITORY, AND ONLY TO THOSE PERSONS WHERE AND TO WHOM THE SHARES MAY BE LAWFULLY OFFERED FOR SALE, AND THEREIN ONLY BY PERSONS PERMITTED TO SELL SUCH SHARES. NONE OF THE COMPANY, THE BOARD OF DIRECTORS, THE MASTER FUND GENERAL PARTNER, OR THEIR AFFILIATES HAVE FILED A PROSPECTUS WITH ANY SECURITIES COMMISSION OR SIMILAR AUTHORITY IN CANADA IN RESPECT OF THE SHARES AND, ACCORDINGLY, THE SHARES ARE NOT QUALIFIED FOR SALE IN CANADA AND MAY NOT BE OFFERED OR SOLD DIRECTLY OR INDIRECTLY IN CANADA EXCEPT PURSUANT TO AN EXEMPTION FROM THE PROSPECTUS REQUIREMENTS OF CANADIAN SECURITIES LAWS. THE OFFERING OF SHARES IN CANADA IS BEING MADE SOLELY BY THE OFFERING MEMORANDUM AND NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN THOSE CONTAINED IN THE OFFERING MEMORANDUM. NO SECURITIES COMMISSION OR SIMILAR AUTHORITY IN CANADA HAS REVIEWED OR IN ANY WAY PASSED UPON THIS DOCUMENT OR THE MERITS OF SHARES, AND ANY REPRESENTATION TO THE CONTRARY IS AN OFFENCE.

THE OFFERING MEMORANDUM IS NOT, AND UNDER NO CIRCUMSTANCES IS TO BE CONSTRUED AS, AN ADVERTISEMENT OR A PUBLIC OFFERING OF THE SHARES IN CANADA.

AN INVESTMENT IN THE SHARES IS NOT INSURED BY THE CANADA DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENTAL AGENCY, AND IS SUBJECT TO INVESTMENT RISKS.

ACKNOWLEDGEMENTS

BY PURCHASING THE SHARES, AMONG OTHER THINGS, EACH PURCHASER IN ALBERTA, BRITISH COLUMBIA, ONTARIO, NOVA SCOTIA, AND QUEBEC WILL BE DEEMED TO HAVE CONFIRMED, CERTIFIED, REPRESENTED, WARRANTED TO AND AGREED FOR THE BENEFIT OF THE COMPANY, THE BOARD OF DIRECTORS, THE MASTER FUND GENERAL PARTNER, THEIR AFFILIATES AND ANY DEALER ACTING IN RESPECT OF THE DISTRIBUTION OF THE SHARES, IF ANY, FROM WHOM SUCH PURCHASE CONFIRMATION IS RECEIVED THAT:

(A) IT IS AUTHORIZED TO CONSUMMATE THE PURCHASE OF THE SHARES;

(B) IT IS A RESIDENT OF ALBERTA, BRITISH COLUMBIA, ONTARIO, NOVA SCOTIA, OR QUEBEC;

(C) IT IS A "PERMITTED CLIENT" WITHIN THE MEANING OF SECTION 1.1 OF NATIONAL INSTRUMENT 31-103 —*REGISTRATION REQUIREMENTS, EXEMPTIONS AND ONGOING REGISTRANT OBLIGATIONS* ("NI 31-103");

(D) IT HAS NOT BEEN CREATED OR USED SOLELY TO PURCHASE OR HOLD SECURITIES AS A "PERMITTED CLIENT" DESCRIBED IN PARAGRAPH (Q) OF THE DEFINITION OF "PERMITTED CLIENT" IN SECTION 1.1 OF NI 31-103;

(E) IT IS PURCHASING THE SHARES AS PRINCIPAL, NOT AS AGENT, FOR INVESTMENT ONLY AND NOT WITH A VIEW TO RESALE OR DISTRIBUTION;

(F) IT IS ENTITLED UNDER APPLICABLE SECURITIES LAWS IN ALBERTA, BRITISH COLUMBIA, ONTARIO, NOVA SCOTIA, OR QUEBEC TO PURCHASE THE SHARES WITHOUT THE BENEFIT OF A PROSPECTUS QUALIFIED UNDER SUCH SECURITIES LAWS;

(G) IT HAS REVIEWED THE TERMS UNDER THE HEADING "RESALE RESTRICTIONS" OF THIS LEGEND AND IT ACKNOWLEDGES AND UNDERSTANDS THAT THE SHARES MAY NOT BE RESOLD WITHOUT AN EXEMPTION FROM THE REGISTRATION AND PROSPECTUS REQUIREMENTS OF APPLICABLE SECURITIES LAWS;

(H) IT UNDERSTANDS AND ACKNOWLEDGES THAT THE SHARES HAVE NOT BEEN AND WILL NOT BE QUALIFIED FOR DISTRIBUTION UNDER APPLICABLE SECURITIES LAWS IN ALBERTA, BRITISH COLUMBIA, ONTARIO, NOVA SCOTIA, OR QUEBEC;

(I) IT IS BASING ITS INVESTMENT DECISION SOLELY ON THE FINAL VERSION OF THE OFFERING MEMORANDUM AND NOT ON ANY OTHER INFORMATION CONCERNING THE COMPANY, THE BOARD OF DIRECTORS, THE MASTER FUND GENERAL PARTNER, THEIR AFFILIATES, OR THE OFFERING OF THE SHARES;

(J) IT UNDERSTANDS AND ACKNOWLEDGES THAT NONE OF THE COMPANY, THE BOARD OF DIRECTORS, THE MASTER FUND GENERAL PARTNER, OR THEIR AFFILIATES ARE OBLIGATED TO FILE AND HAVE NO PRESENT INTENTION OF FILING WITH ANY SECURITIES REGULATORY AUTHORITY IN CANADA ANY PROSPECTUS IN RESPECT OF THE SALE OR RESALE OF THE SHARES; AND

(K) IT UNDERSTANDS AND ACKNOWLEDGES THAT IF, AS A RESULT OF ANY INFORMATION OR OTHER MATTER WHICH COMES TO THE THE COMPANY'S, THE BOARD OF DIRECTORS' OR THE MASTER FUND GENERAL PARTNER'S ATTENTION, ANY DIRECTOR, OFFICER OR EMPLOYEE OF THE COMPANY, THE BOARD OF DIRECTORS, THE MASTER FUND GENERAL PARTNER, OR THEIR PROFESSIONAL ADVISORS, KNOWS OR SUSPECTS THAT AN INVESTOR IS ENGAGED IN MONEY LAUNDERING, SUCH PERSON IS REQUIRED TO REPORT SUCH INFORMATION OR

OTHER MATTER TO THE FINANCIAL TRANSACTIONS AND REPORTS ANALYSIS CENTRE OF CANADA ("FINTRAC") AND SUCH REPORT SHALL NOT BE TREATED AS A BREACH OF ANY RESTRICTION UPON THE DISCLOSURE OF INFORMATION IMPOSED BY CANADIAN LAW OR OTHERWISE.

RESALE RESTRICTIONS

THE DISTRIBUTION OF THE SHARES IN ALBERTA, BRITISH COLUMBIA, ONTARIO, NOVA SCOTIA, AND QUEBEC IS BEING MADE ON A PRIVATE PLACEMENT BASIS IN ACCORDANCE WITH APPLICABLE SECURITIES LAWS IN SUCH JURISDICTIONS. AS A CONSEQUENCE, CERTAIN PROTECTIONS, RIGHTS AND REMEDIES PROVIDED BY SUCH SECURITIES LAWS WILL NOT BE AVAILABLE TO PURCHASERS IN CANADA. THE SHARES WILL BE SUBJECT TO RESTRICTIONS ON TRANSFER AND RESALE IN CANADA UNTIL SUCH TIME AS:

(A) THE APPROPRIATE "RESTRICTED PERIODS" HAVE BEEN SATISFIED;

(B) A FURTHER STATUTORY EXEMPTION IS RELIED UPON BY THE PURCHASER;

(C) AN APPROPRIATE DISCRETIONARY ORDER IS OBTAINED PURSUANT TO THE APPLICABLE SECURITIES LAWS; OR

(D) A FINAL RECEIPT IS ISSUED BY THE RELEVANT SECURITIES REGULATORY AUTHORITY FOR A PROSPECTUS PREPARED WITH RESPECT TO DISTRIBUTION OF THE SHARES.

PLEASE NOTE THAT AS THE COMPANY IS NOT A REPORTING ISSUER IN ANY CANADIAN JURISDICTION, THE APPLICABLE RESTRICTED PERIOD MAY NEVER EXPIRE AND IF NO FURTHER STATUTORY EXEMPTION MAY BE RELIED UPON, IF NO DISCRETIONARY ORDER IS OBTAINED, OR NO PROSPECTUS ISSUED FOR WHICH A RECEIPT IS OBTAINED, THIS COULD RESULT IN A PURCHASER HAVING TO HOLD THE SHARES FOR AN INDEFINITE PERIOD OF TIME. THE COMPANY, THE BOARD OF DIRECTORS, THE MASTER FUND GENERAL PARTNER, OR THEIR AFFILIATES ARE NOT IN ANY MANNER RESPONSIBLE FOR ENSURING COMPLIANCE BY PURCHASERS WITH ANY RESALE RESTRICTIONS. PURCHASERS OF SHARES ARE ADVISED TO SEEK LEGAL ADVICE PRIOR TO ANY RESALE OF THE SHARES.

ENFORCEMENT OF LEGAL RIGHTS

ALL OF THE MASTER FUND'S, COMPANY'S, THE BOARD OF DIRECTORS' AND THE MASTER FUND GENERAL PARTNER'S RESPECTIVE DIRECTORS AND OFFICERS MAY BE LOCATED OUTSIDE CANADA AND, AS A RESULT, IT MAY NOT BE POSSIBLE FOR CANADIAN PURCHASERS TO EFFECT SERVICE OF PROCESS WITHIN CANADA UPON THE MASTER FUND, THE COMPANY, THE BOARD OF DIRECTORS, THE MASTER FUND GENERAL PARTNER, OR THEIR RESPECTIVE DIRECTORS OR OFFICERS.

ALL OR A SUBSTANTIAL PORTION OF THE ASSETS OF THE MASTER FUND, THE COMPANY, THE BOARD OF DIRECTORS, THE MASTER FUND GENERAL PARTNER, OR THEIR RESPECTIVE DIRECTORS AND OFFICERS MAY BE LOCATED OUTSIDE CANADA AND, AS A RESULT, IT MAY NOT BE POSSIBLE TO SATISFY A JUDGMENT AGAINST THE MASTER FUND, THE COMPANY, THE BOARD OF DIRECTORS, THE MASTER FUND GENERAL PARTNER, OR SUCH PERSONS IN CANADA OR TO ENFORCE A JUDGMENT OBTAINED IN CANADIAN COURTS AGAINST THE MASTER FUND, THE COMPANY, THE BOARD OF DIRECTORS, THE MASTER FUND GENERAL PARTNER, OR THEIR RESPECTIVE DIRECTORS AND OFFICERS OUTSIDE CANADA.

STATUTORY RIGHTS OF ACTION

SECURITIES LEGISLATION IN CERTAIN OF THE CANADIAN JURISDICTIONS REQUIRES PURCHASERS TO BE PROVIDED WITH A REMEDY FOR RESCISSION OR DAMAGES, OR

BOTH, IN ADDITION TO AND NOT IN DEROGATION FROM ANY OTHER RIGHT THEY MAY HAVE AT LAW, WHERE AN OFFERING MEMORANDUM (INCLUDING THE OFFERING MEMORANDUM) AND ANY AMENDMENT TO IT CONTAINS A MISREPRESENTATION. THESE REMEDIES MUST BE EXERCISED BY THE PURCHASER WITHIN THE TIME LIMITS PRESCRIBED BY THE APPLICABLE SECURITIES LEGISLATION. PURCHASERS SHOULD REFER TO THE APPLICABLE PROVISIONS OF THE SECURITIES LEGISLATION FOR THE COMPLETE TEXT OF THESE RIGHTS OR CONSULT WITH A LEGAL ADVISER.

THE APPLICABLE STATUTORY RIGHTS ARE SUMMARIZED BELOW. THIS SUMMARY IS SUBJECT TO THE EXPRESS PROVISIONS OF THE APPLICABLE PROVINCIAL SECURITIES LAWS AND THE REGULATIONS AND RULES THEREUNDER AND REFERENCE IS MADE THERETO FOR THE COMPLETE TEXT OF SUCH PROVISIONS.

ONTARIO

PURCHASERS IN ONTARIO TO WHOM THE OFFERING MEMORANDUM IS DELIVERED AND WHO PURCHASE SHARES IN RELIANCE ON THE PROSPECTUS EXEMPTION PROVIDED BY SECTION 2.3 OF NI 45 - 106 ARE HEREBY GRANTED THE FOLLOWING RIGHTS.

IN THE EVENT THAT THE OFFERNG MEMORANDUM OR ANY AMENDMENT THERETO DELIVERED TO A PURCHASER OF SHARES IN ONTARIO CONTAINS AN UNTRUE STATEMENT OF A MATERIAL FACT (MEANING A FACT THAT WOULD REASONABLY BE EXPECTED TO HAVE A SIGNIFICANT EFFECT ON THE MARKET PRICE OR VALUE OF THE SHARES), OR OMITS TO STATE A MATERIAL FACT THAT IS REQUIRED TO BE STATED OR THAT IS NECESSARY IN ORDER TO MAKE ANY STATEMENT THEREIN NOT MISLEADING IN THE LIGHT OF THE CIRCUMSTANCES IN WHICH IT WAS MADE (HEREINAFTER CALLED A "*MISREPRESENTATION*") AND IT WAS A MISREPRESENTATION AT THE TIME OF PURCHASE, THE PURCHASER WILL BE DEEMED TO HAVE RELIED UPON THE MISREPRESENTATION AND WILL, SUBJECT AS HEREINAFTER PROVIDED, HAVE A RIGHT OF ACTION AGAINST THE COMPANY FOR DAMAGES, OR, WHILE STILL THE OWNER OF THE SHARES PURCHASED BY THAT PURCHASER, FOR RESCISSION, IN WHICH CASE, IF THE PURCHASER ELECTS TO EXERCISE THE RIGHT OF RESCISSION, THE PURCHASER WILL HAVE NO RIGHT OF ACTION FOR DAMAGES AGAINST THE COMPANY, *PROVIDED* THAT:

(A) THE RIGHT OF ACTION FOR RESCISSION WILL BE EXERCISABLE BY A PURCHASER ONLY IF THE PURCHASER GIVES NOTICE TO THE COMPANY NOT LATER THAN 180 DAYS AFTER THE DATE OF THE TRANSACTION THAT GAVE RISE TO THE CAUSE OF ACTION;

(B) THE RIGHT OF ACTION FOR DAMAGES OR ANY ACTION OTHER THAN THE RIGHT OF ACTION FOR RESCISSION WILL BE EXERCISABLE BY A PURCHASER ONLY IF THE PURCHASER GIVES NOTICE TO THE COMPANY NOT LATER THAN THE EARLIER OF (*I*) 180 DAYS AFTER THE PURCHASER 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;

(C) THE COMPANY WILL NOT BE LIABLE IF THE COMPANY PROVES THAT THE PURCHASER PURCHASED THE SHARES WITH KNOWLEDGE OF THE MISREPRESENTATION;

(D) IN THE CASE OF AN ACTION FOR DAMAGES, THE COMPANY WILL NOT BE LIABLE FOR ALL OR ANY PORTION OF THE DAMAGES THAT IT PROVES DOES NOT REPRESENT THE DEPRECIATION IN VALUE OF THE SHARES AS A RESULT OF THE MISREPRESENTATION RELIED UPON; AND

(E) IN NO CASE WILL THE AMOUNT RECOVERABLE IN ANY ACTION EXCEED THE PRICE AT WHICH THE SHARES WERE SOLD TO THE PURCHASER.

THE STATUTORY RIGHTS OF RESCISSION AND DAMAGES SUMMARIZED ABOVE DO NOT APPLY TO A PURCHASER WHO PURCHASES INTERESTS IN RELIANCE ON THE PROSPECTUS EXEMPTION PROVIDED BY SECTION 2.3 OF NI 45 106, IF THE PURCHASER IS: (*I*) A CANADIAN FINANCIAL INSTITUTION OR A SCHEDULE III BANK, (*II*) THE BUSINESS DEVELOPMENT BANK OF CANADA, OR (*III*) A SUBSIDIARY OF ANY PERSON REFERRED TO IN ITEMS (I) AND (II), IF THE PERSON OWNS ALL THE VOTING SECURITIES REQUIRED BY LAW TO BE OWNED BY DIRECTORS OF THAT SUBSIDIARY.

NOVA SCOTIA

WHERE THE OFFERING MEMORANDUM OR ANY AMENDMENT THERETO OR ANY ADVERTISING OR SALES LITERATURE (AS DEFINED IN THE *SECURITIES ACT* (NOVA SCOTIA)) CONTAINS A MISREPRESENTATION, AN INVESTOR IN NOVA SCOTIA TO WHOM THE OFFERING MEMORANDUM HAS BEEN DELIVERED AND WHO PURCHASES SHARES SHALL BE DEEMED TO HAVE RELIED UPON SUCH MISREPRESENTATION IF IT WAS A MISREPRESENTATION AT THE TIME OF PURCHASE AND THE INVESTOR HAS A RIGHT OF ACTION FOR DAMAGES AGAINST THE COMPANY AND, SUBJECT TO CERTAIN ADDITIONAL DEFENCES, AGAINST THE BOARD OF DIRECTORS, BUT MAY ELECT TO EXERCISE A RIGHT OF RESCISSION AGAINST THE COMPANY IN WHICH CASE THE INVESTOR SHALL HAVE NO RIGHT OF ACTION FOR DAMAGES AGAINST THE COMPANY AND/OR THE BOARD OF DIRECTORS, *PROVIDED* THAT, AMONG OTHER LIMITATIONS:

IN AN ACTION FOR RESCISSION OR DAMAGES, THE DEFENDANT WILL NOT BE LIABLE IF IT PROVES THAT THE INVESTOR PURCHASED THE SHARES WITH KNOWLEDGE OF THE MISREPRESENTATION;

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 SHARES AS A RESULT OF THE MISREPRESENTATION RELIED UPON; AND

IN NO CASE SHALL THE AMOUNT RECOVERABLE UNDER THE RIGHT OF ACTION DESCRIBED HEREIN EXCEED THE PRICE AT WHICH THE SHARES WERE OFFERED.

IN ADDITION NO PERSON OR COMPANY OTHER THAN THE COMPANY IS LIABLE IF THE PERSON OR COMPANY PROVES THAT:

THE OFFERING MEMORANDUM OR ANY AMENDMENT TO THE OFFERING MEMORANDUM WAS SENT OR DELIVERED TO THE INVESTOR WITHOUT THE PERSON'S OR COMPANY'S KNOWLEDGE OR CONSENT AND THAT, ON BECOMING AWARE OF ITS DELIVERY, THE PERSON OR COMPANY GAVE REASONABLE GENERAL NOTICE THAT IT WAS DELIVERED WITHOUT THE PERSON'S OR COMPANY'S KNOWLEDGE OR CONSENT;

AFTER DELIVERY OF THE OFFERING MEMORANDUM OR ANY AMENDMENT TO THE OFFERING MEMORANDUM AND BEFORE THE PURCHASE OF THE SHARES BY THE INVESTOR, ON BECOMING AWARE OF ANY MISREPRESENTATION IN THE OFFERING MEMORANDUM, OR ANY AMENDMENT TO THE OFFERING MEMORANDUM, THE PERSON OR COMPANY WITHDREW THE PERSON'S OR COMPANY'S CONSENT TO THE OFFERING MEMORANDUM, OR ANY AMENDMENT TO THE OFFERING MEMORANDUM, AND GAVE REASONABLE GENERAL NOTICE OF THE WITHDRAWAL AND THE REASON FOR IT; OR

WITH RESPECT TO ANY PART OF THE OFFERING MEMORANDUM OR ANY AMENDMENT TO THE OFFERING MEMORANDUM PURPORTING (*A*) TO BE MADE ON THE AUTHORITY OF AN EXPERT, OR (*B*) TO BE A COPY OF, OR AN EXTRACT FROM, A REPORT, AN OPINION OR A STATEMENT OF AN EXPERT, THE PERSON OR COMPANY HAD NO REASONABLE GROUNDS TO BELIEVE AND DID NOT BELIEVE THAT (*C*) THERE HAD BEEN A MISREPRESENTATION, OR (*D*) THE RELEVANT PART OF THE OFFERING MEMORANDUM OR ANY AMENDMENT TO THE OFFERING MEMORANDUM (*I*) DID NOT FAIRLY REPRESENT THE REPORT, OPINION OR

STATEMENT OF THE EXPERT, OR (*II*) WAS NOT A FAIR COPY OF, OR AN EXTRACT FROM, THE REPORT, OPINION, OR STATEMENT OF THE EXPERT.

FURTHERMORE NO PERSON OR COMPANY OTHER THAN THE COMPANY IS LIABLE WITH RESPECT TO ANY PART OF THE OFFERING MEMORANDUM OR ANY AMENDMENT TO THE OFFERING MEMORANDUM NOT PURPORTING (*A*) TO BE MADE ON THE AUTHORITY OF AN EXPERT; OR (*B*) TO BE A COPY OF, OR AN EXTRACT FROM, A REPORT, OPINION OR STATEMENT OF AN EXPERT, UNLESS THE PERSON OR COMPANY (*C*) FAILED TO CONDUCT A REASONABLE INVESTIGATION TO PROVIDE REASONABLE GROUNDS FOR A BELIEF THAT THERE HAD BEEN NO MISREPRESENTATION; OR (*D*) BELIEVED THAT THERE HAD BEEN A MISREPRESENTATION.

IF A MISREPRESENTATION IS CONTAINED IN A RECORD INCORPORATED BY REFERENCE IN, OR DEEMED INCORPORATED INTO, THE OFFERING MEMORANDUM OR AMENDMENT TO THE OFFERING MEMORANDUM, THE MISREPRESENTATION IS DEEMED TO BE CONTAINED IN THE OFFERING MEMORANDUM OR ANY AMENDMENT TO THE OFFERING MEMORANDUM.

PURSUANT TO SECTION 146 OF THE SECURITIES ACT (NOVA SCOTIA), NO ACTION SHALL BE COMMENCED TO ENFORCE THE RIGHT OF ACTION CONFERRED BY SECTION 138 THEREOF UNLESS AN ACTION IS COMMENCED TO ENFORCE THAT RIGHT NOT LATER THAN 120 DAYS AFTER THE DATE ON WHICH PAYMENT WAS MADE FOR THE SHARES OR AFTER THE DATE ON WHICH THE INITIAL PAYMENT FOR THE SHARES 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.

THE FOREGOING SUMMARY IS SUBJECT TO THE EXPRESS PROVISIONS OF THE SECURITIES LEGISLATION OF ALBERTA, BRITISH COLUMBIA, ONTARIO, NOVA SCOTIA, AND QUEBEC, AS AMENDED, AND THE RULES, REGULATIONS AND OTHER INSTRUMENTS THEREUNDER, AND REFERENCE IS MADE TO THE COMPLETE TEXT OF SUCH PROVISIONS CONTAINED THEREIN. EACH PURCHASER SHOULD REFER TO PROVISIONS OF THE APPLICABLE SECURITIES LEGISLATION FOR THE PARTICULARS OF THESE RIGHTS OR CONSULT WITH A LEGAL ADVISOR. THE STATUTORY RIGHTS DISCUSSED ABOVE ARE IN ADDITION TO AND WITHOUT DEROGATION FROM ANY OTHER RIGHT THE PURCHASER MAY HAVE AT LAW AND ARE SUBJECT TO CERTAIN STATUTORY DEFENSES.

COLLECTION OF PERSONAL INFORMATION

EACH PURCHASER OF THE SHARES IN CANADA ACKNOWLEDGES THAT ITS NAME AND OTHER SPECIFIED INFORMATION, INCLUDING INFORMATION PERTAINING TO THE SHARES ACQUIRED BY SUCH PURCHASER, MAY BE DISCLOSED TO CANADIAN SECURITIES REGULATORY AUTHORITIES AND BECOME AVAILABLE TO THE PUBLIC IN ACCORDANCE WITH THE REQUIREMENTS OF APPLICABLE CANADIAN SECURITIES LAWS. EACH PURCHASER OF THE SHARES CONSENTS TO THE COLLECTION, USE AND DISCLOSURE OF SUCH INFORMATION.

ONTARIO PERSONAL INFORMATION AUTHORIZATION

EACH PURCHASER OF THE SHARES RESIDENT IN ONTARIO HEREBY AUTHORIZES:

(A) THE FILING BY THE COMPANY WITH THE OSC AND EACH OTHER PROVINCIAL SECURITIES REGULATORY AUTHORITY (THE "REGULATOR") OF THE INFORMATION (THE "INFORMATION") WITH RESPECT TO ITS NAME, ADDRESS, TELEPHONE NUMBER, AGGREGATE PURCHASE PRICE, AND TYPE OF SECURITIES PURCHASED, WHICH IS BEING COLLECTED FOR THE PURPOSE OF THE ADMINISTRATION AND ENFORCEMENT OF SECURITIES LEGISLATION; AND

(B) THE INDIRECT COLLECTION OF THE INFORMATION BY THE REGULATOR.

EACH PURCHASER OF THE SHARES IN ONTARIO FURTHER CONFIRMS THAT IT HAS BEEN NOTIFIED BY THE COMPANY:

(A) THAT THE COMAPNY WILL BE DELIVERING THE INFORMATION TO THE REGULATOR;

(B) THAT SUCH INFORMATION IS BEING COLLECTED INDIRECTLY BY THE REGULATOR UNDER THE AUTHORITY GRANTED TO IT IN SECURITIES LEGISLATION;

(C) THAT SUCH INFORMATION IS BEING COLLECTED FOR THE PURPOSE OF THE ADMINISTRATION AND ENFORCEMENT OF SECURITIES LEGISLATION; AND

(D) THAT THE TITLE, BUSINESS ADDRESS AND BUSINESS TELEPHONE NUMBER OF THE PUBLIC OFFICIAL IN THE PROVINCE OF ONTARIO WHO CAN ANSWER QUESTIONS ABOUT THE REGULATOR'S INDIRECT COLLECTION OF THE INFORMATION IS AS FOLLOWS:

ADMINISTRATIVE SUPPORT CLERK
ONTARIO SECURITIES COMMISSION
SUITE 1903, BOX 55
20 QUEEN STREET WEST
TORONTO, ONTARIO M5H 3S8
TELEPHONE: (416) 593-3684

LANGUAGE OF DOCUMENTS
UPON RECEIPT OF THIS OFFERING MEMORANDUM, EACH CANADIAN INVESTOR HEREBY CONFIRMS THAT IT HAS EXPRESSLY REQUESTED THAT ALL DOCUMENTS EVIDENCING OR RELATING IN ANY WAY TO THE SALE OF THE SHARES (INCLUDING FOR GREATER CERTAINTY ANY PURCHASER CONFIRMATION OR ANY NOTICE) BE DRAWN UP IN THE ENGLISH LANGUAGE ONLY. *PAR LA RÉCEPTION DE CE DOCUMENT, CHAQUE INVESTISSEUR CANADIEN CONFIRME PAR LES PRÉSENTES QU'IL A EXPRESSÉMENT EXIGÉ QUE TOUS LES DOCUMENTS FAISANT FOI OU SE RAPPORTANT DE QUELQUE MANIÈRE QUE CE SOIT À LA VENTE DES VALEURS MOBILIÈRES DÉCRITES AUX PRÉSENTES* (INCLUANT, *POUR PLUS DE CERTITUDE, TOUTE CONFIRMATION D'ACHAT OU TOUT AVIS*) *SOIENT RÉDIGÉS EN ANGLAIS SEULEMENT.*

NOTICE TO RESIDENTS OF CYPRUS
THIS OFFERING MEMORANDUM DOES NOT CONSTITUTE OR FORM PART OF ANY OFFER OR INVITATION TO THE PUBLIC TO SUBSCRIBE FOR OR PURCHASE SHARES IN THE COMPANY AND SHALL NOT BE CONSTRUED AS SUCH. THIS DOCUMENT IS STRICTLY CONFIDENTIAL. UNDER NO CIRCUMSTANCES SHOULD IT BE REPRODUCED OR DISTRIBUTED TO ANY OTHER PERSON.

NOTICE TO RESIDENTS OF THE CAYMAN ISLANDS
NO OFFER OR INVITATION TO SUBSCRIBE FOR SHARES MAY BE MADE TO THE PUBLIC IN THE CAYMAN ISLANDS.

NOTICE TO RESIDENTS OF CZECH REPUBLIC
THE SHARES MENTIONED IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED UNDER THE CZECH COLLECTIVE INVESTMENT ACT OR ANY OTHER CZECH SECURITIES LAWS. ANY PUBLIC DISTRIBUTION, ADVERTISEMENT OR SIMILAR ACTIVITIES IN CZECH REPUBLIC WILL CONSTITUTE A VIOLATION OF APPLICABLE LAW. THIS

OFFERING MEMORANDUM MAY ONLY BE CIRCULATED IN THE CZECH REPUBLIC ON A PRIVATE PLACEMENT BASIS IN ACCORDANCE WITH THE CZECH COLLECTIVE INVESTMENT ACT.

NOTICE TO RESIDENTS OF CHINA

NO INVITATION TO OFFER, OR OFFER FOR, OR SALE OF, ANY INTEREST OR INVESTMENT WILL BE MADE TO THE PUBLIC IN THE PEOPLE'S REPUBLIC OF CHINA ("**PRC**") OR BY ANY MEANS THAT WOULD BE DEEMED PUBLIC OFFERING OF SECURITIES UNDER THE LAWS OF THE PRC. THESE MATERIALS MAY NOT BE DISTRIBUTED TO INDIVIDUALS RESIDENT IN THE PRC OR ENTITIES REGISTERED IN THE PRC UNLESS ALL THE REQUIRED PRC GOVERNMENT APPROVALS HAVE BEEN OBTAINED. IT IS THE INVESTOR'S RESPONSIBILITY TO ENSURE THAT IT HAS OBTAINED ALL NECESSARY PRC GOVERNMENT APPROVALS TO PURCHASE ANY INTEREST, PARTICIPATE IN ANY INVESTMENT OR RECEIVE ANY INVESTMENT ADVISORY OR INVESTMENT MANAGEMENT SERVICES.

NOTICE TO RESIDENTS OF DENMARK

THE COMPANY HAS NOT COMPLETED THE NOTIFICATION PROCEDURE IN ORDER TO BE PERMITTED TO MARKET ITS SHARES IN DENMARK PURSUANT TO THE DANISH ACT ON INVESTMENT ASSOCIATIONS ETC. (ACT NO. 456 OF 18 MAY 2011 (THE "ACT") AND THE EXECUTIVE ORDER ON MARKETING CARRIED OUT BY FOREIGN INVESTMENT UNDERTAKINGS IN DENMARK (EXECUTIVE ORDER NO. 746 OF 28 JUNE 2011) (THE "EXECUTIVE ORDER") ISSUED BY THE DANISH FINANCIAL SUPERVISORY AUTHORITY. THE SHARES OF THE COMPANY HAVE NOT BEEN OFFERED OR SOLD AND MAY NOT BE OFFERED, SOLD OR DELIVERED, DIRECTLY OR INDIRECTLY, TO INVESTORS IN DENMARK. THIS IMPLIES, INTER ALIA, THAT THE SHARES IN THE COMPANY MAY NOT BE OFFERED OR MARKETED TO POTENTIAL INVESTORS IN DENMARK UNLESS THE NOTIFICATION PROCEDURE IN ACCORDANCE WITH THE ACT HAS BEEN COMPLETED.

NOTICE TO RESIDENTS OF DUBAI INTERNATIONAL FINANCIAL CENTRE (DIFC)

THIS OFFERING MEMORANDUM RELATES TO A COMPANY WHICH IS NOT SUBJECT TO ANY FORM OF REGULATION OR APPROVAL BY THE DUBAI FINANCIAL SERVICES AUTHORITY ("DFSA"). THE DFSA HAS NO RESPONSIBILITY FOR REVIEWING OR VERIFYING ANY OFFERING MEMORANDUM OR OTHER DOCUMENTS IN CONNECTION WITH THIS COMPANY. ACCORDINGLY, THE DFSA HAS NOT APPROVED THIS OFFERING MEMORANDUM OR ANY OTHER ASSOCIATED DOCUMENTS NOR TAKEN ANY STEPS TO VERIFY THE INFORMATION SET OUT IN THIS OFFERING MEMORANDUM, AND HAS NO RESPONSIBILITY FOR IT. THE SHARES TO WHICH THIS OFFERING MEMORANDUM RELATES MAY BE ILLIQUID AND/OR SUBJECT TO RESTRICTIONS ON THEIR RESALE. THE SHARES WILL NOT BE OFFERED TO RETAIL INVESTORS. PROSPECTIVE PURCHASERS SHOULD CONDUCT THEIR OWN DUE DILIGENCE ON THE SHARES. IF YOU DO NOT UNDERSTAND THE CONTENTS OF THIS OFFERING MEMORANDUM YOU SHOULD CONSULT AN AUTHORISED FINANCIAL ADVISER.

NOTICE TO RESIDENTS OF ESTONIA

THIS OFFERING MEMORANDUM IS NOT ADDRESSED TO OR INTENDED FOR ANY INDIVIDUAL OR LEGAL ENTITY IN THE REPUBLIC OF ESTONIA AND DOES NOT CONSTITUTE OR FORM PART OF ANY OFFER OR INVITATION TO THE PUBLIC TO SUBSCRIBE FOR OR PURCHASE SHARES IN THE COMPANY AND SHALL NOT BE CONSTRUED AS SUCH. THE COMPANY IS NOT AUTHORIZED UNDER THE ESTONIAN INVESTMENT FUNDS ACT, AND ANY SALE, REDEMPTION OR REPURCHASE OF SHARES WILL TAKE PLACE ONLY OUTSIDE THE REPUBLIC OF ESTONIA. THE PROSPECTUS MAY NOT BE DISTRIBUTED TO THE PUBLIC IN THE REPUBLIC OF ESTONIA.

NOTICE TO RESIDENTS OF FINLAND

THIS OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO THE PUBLIC IN FINLAND. THE SHARES CANNOT BE OFFERED OR SOLD IN FINLAND BY MEANS OF ANY

DOCUMENT TO ANY PERSONS OTHER THAN "**PROFESSIONAL INVESTORS**" AS DEFINED BY THE FINNISH MUTUAL FUNDS ACT (*SIJOITUSRAHASTOLAKI* 29.1.1999/48), AS AMENDED. NO ACTION HAS BEEN TAKEN TO AUTHORIZE AN OFFERING OF THE SHARES TO THE PUBLIC IN FINLAND AND THE DISTRIBUTION OF THIS OFFERING MEMORANDUM IS NOT AUTHORIZED BY THE FINANCIAL SUPERVISORY AUTHORITY IN FINLAND. THIS OFFERING MEMORANDUM IS STRICTLY FOR PRIVATE USE BY ITS HOLDER AND MAY NOT BE PASSED ON TO THIRD PARTIES OR OTHERWISE PUBLICLY DISTRIBUTED. SUBSCRIPTIONS WILL NOT BE ACCEPTED FROM ANY PERSONS OTHER THAN THE PERSON TO WHOM THIS OFFERING MEMORANDUM HAS BEEN DELIVERED BY THE INVESTMENT MANAGER OR ITS REPRESENTATIVE. THIS OFFERING MEMORANDUM MAY NOT INCLUDE ALL THE INFORMATION THAT IS REQUIRED TO BE INCLUDED IN A PROSPECTUS IN CONNECTION WITH AN OFFERING TO THE PUBLIC.

NOTICE TO RESIDENTS OF FRANCE

THE SHARES MAY NOT BE OFFERED DIRECTLY OR INDIRECTLY IN THE REPUBLIC OF FRANCE AND NEITHER THIS PROSPECTUS, WHICH HAS NOT BEEN SUBMITTED TO THE *AUTORITÉ DES MARCHÉS FINANCIERS,* NOR ANY OFFERING MATERIAL OR INFORMATION CONTAINED THEREIN RELATING TO THE FUND, MAY BE SUPPLIED IN CONNECTION WITH ANY OFFER OF THE SHARES IN THE REPUBLIC OF FRANCE.

NOTICE TO RESIDENTS OF GERMANY

EACH PURCHASER OF SHARES ACKNOWLEDGES THAT THE COMPANY IS NOT AND WILL NOT BE REGISTERED FOR PUBLIC DISTRIBUTION IN GERMANY. THIS OFFERING MEMORANDUM DOES NOT CONSTITUTE A SALES PROSPECTUS PURSUANT TO THE GERMAN INVESTMENT ACT (INVESTMENTGESETZ) OR THE GERMAN SECURITIES OFFERING MEMORANDUM ACT (WERTPAPIERPROSPEKTGESETZ). ACCORDINGLY, NO OFFER OF THE SHARES MAY BE MADE TO THE PUBLIC IN GERMANY. THIS OFFERING MEMORANDUM AND ANY OTHER DOCUMENT RELATING TO THE SHARES, AS WELL AS INFORMATION OR STATEMENTS CONTAINED THEREIN, MAY NOT BE SUPPLIED TO THE PUBLIC IN GERMANY OR USED IN CONNECTION WITH ANY OFFER FOR SUBSCRIPTION OF THE INTERESTS TO THE PUBLIC IN GERMANY OR ANY OTHER MEANS OF PUBLIC MARKETING. AN OFFER OF THE SHARES EXCLUSIVELY TO CREDIT INSTITUTIONS AND FINANCIAL SERVICES PROVIDERS AS DEFINED IN THE GERMAN BANKING ACT, PRIVATE OR PUBLIC INSURANCE COMPANIES, INVESTMENT COMPANIES AND THEIR INVESTMENT MANAGERS AS WELL AS PENSION FUNDS AND THEIR ADMINISTRATORS IS NOT DEEMED TO BE A PUBLIC DISTRIBUTION.

NOTICE TO RESIDENTS OF GIBRALTAR

THE DISTRIBUTION OF THIS OFFERING MEMORANDUM AND THE OFFERING OR PURCHASE OF THE SHARES UNLESS OTHERWISE SPECIFIED, MAY BE RESTRICTED IN CERTAIN JURISDICTIONS. NO PERSONS RECEIVING A COPY OF THIS OFFERING MEMORANDUM OR ANY ACCOMPANYING SUBSCRIPTION FORM IN ANY SUCH JURISDICTION MAY TREAT THIS OFFERING MEMORANDUM OR ANY SUBSCRIPTION FORM AS CONSTITUTING AN INVITATION TO THEM TO SUBSCRIBE FOR SHARES, NOR SHOULD THEY IN ANY EVENT USE ANY SUCH SUBSCRIPTION FORM, UNLESS IN THE RELEVANT JURISDICTION SUCH AN INVITATION COULD LAWFULLY BE MADE TO THEM AND SUCH SUBSCRIPTION FORM COULD LAWFULLY BE USED WITHOUT COMPLIANCE WITH ANY REGISTRATION OR OTHER LEGAL REQUIREMENTS. ACCORDINGLY, THIS OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT LAWFUL OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO OR TO ANYONE TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION.

IT IS THE RESPONSIBILITY OF ANY PERSONS IN POSSESSION OF THIS OFFERING MEMORANDUM AND ANY PERSONS WISHING TO APPLY FOR SHARES PURSUANT TO THIS OFFERING MEMORANDUM TO INFORM THEMSELVES OF AND TO OBSERVE ALL

APPLICABLE LAWS AND REGULATIONS OF ANY RELEVANT JURISDICTION (INCLUDING EXCHANGE CONTROL REGULATIONS AND TAXES) IN THE COUNTRIES OF THEIR RESPECTIVE CITIZENSHIP, RESIDENCE AND DOMICILE.

NOTICE TO RESIDENTS OF GREECE

THIS OFFERING MEMORANDUM DOES NOT CONSTITUTE OR FORM PART OF ANY OFFER OR INVITATION TO SUBSCRIBE FOR OR PURCHASE SHARES IN THE FUND WHICH IS NOT REGISTERED UNDER THE GREEK LAW. ANY DISTRIBUTION, ADVERTISEMENT OR SIMILAR ACTIVITIES IN GREECE WILL CONSTITUTE A VIOLATION OF APPLICABLE LAW. SUCH DISTRIBUTION, ADVERTISEMENT OR OFFER MAY ONLY BE EFFECTED WITH THE PRIOR PERMISSION OF THE CAPITAL MARKET COMMISSION.

NOTICE TO RESIDENTS OF GUERNSEY

THE SHARES MAY ONLY BE OFFERED OR SOLD IN, OR FROM WITHIN THE BAILIWICK OF GUERNSEY EITHER (I) TO OR BY PERSONS LICENSED UNDER THE PROTECTION OF INVESTORS (BAILIWICK OF GUERNSEY) LAW, 1987, AS AMENDED, OR (II) TO PERSONS LICENSED UNDER THE BANKING SUPERVISION (BAILIWICK OF GUERNSEY) LAW, 1994 AS AMENDED, OR (III) TO PERSONS LICENSED UNDER THE INSURANCE BUSINESS (BAILIWICK OF GUERNSEY) LAW, 2002 AS AMENDED OR (IV) TO PROSPECTIVE LICENSEES UNDER THE REGULATION OF FIDUCIARIES, ADMINISTRATION BUSINESSES AND COMPANY DIRECTORS, ETC (BAILIWICK OF GUERNSEY) LAW, 2000 AS AMENDED.

NOTICE TO RESIDENTS OF HONG KONG

THE CONTENTS OF THIS OFFERING MEMORANDUM HAVE NOT BEEN REVIEWED OR APPROVED BY ANY REGULATORY AUTHORITY IN HONG KONG. ACCORDINGLY (A) SHARES MAY NOT BE OFFERED OR SOLD AND HAVE NOT BEEN OFFERED OR SOLD IN HONG KONG, BY MEANS OF ANY DOCUMENT OTHER THAN TO (I) "PROFESSIONAL INVESTORS" AS DEFINED IN THE SECURITIES AND FUTURES ORDINANCE (CAP. 571) OF HONG KONG AND ANY RULES MADE UNDER THAT ORDINANCE; OR (II) IN OTHER CIRCUMSTANCES WHICH DO NOT RESULT IN THE DOCUMENT BEING A "PROSPECTUS" AS DEFINED IN THE COMPANIES ORDINANCE (CAP. 32) OF HONG KONG OR WHICH DO NOT CONSTITUTE AN OFFER TO THE PUBLIC WITHIN THE MEANING OF THAT ORDINANCE; AND (B) NO PERSON HAS ISSUED OR HAD IN ITS POSSESSION FOR THE PURPOSES OF ISSUE, AND WILL NOT ISSUE OR HAVE IN ITS POSSESSION FOR THE PURPOSES OF ISSUE, WHETHER IN HONG KONG OR ELSEWHERE, ANY ADVERTISEMENT, INVITATION OR DOCUMENT RELATING TO THE SHARES, WHICH IS DIRECTED AT, OR THE CONTENTS OF WHICH ARE OR ARE LIKELY TO BE ACCESSED OR READ BY, THE PUBLIC IN HONG KONG (EXCEPT IF PERMITTED TO DO SO UNDER SECURITIES LAWS OF HONG KONG) OTHER THAN WITH RESPECT TO SHARES WHICH ARE OR ARE INTENDED TO BE DISPOSED OF ONLY TO PERSONS OUTSIDE HONG KONG OR ONLY TO "PROFESSIONAL INVESTORS" WITHIN THE MEANING OF THE SECURITIES AND FUTURES ORDINANCE (CAP. 571) OF HONG KONG AND ANY RULES MADE UNDER THAT ORDINANCE.

THIS OFFERING MEMORANDUM IS DELIVERED ONLY TO THE RECIPIENT SOLELY FOR THE PURPOSE OF EVALUATING A POSSIBLE INVESTMENT IN THE COMPANY AND MAY NOT BE USED, COPIED, REPRODUCED OR DISTRIBUTED IN WHOLE OR IN PART, TO ANY OTHER PERSON (OTHER THAN PROFESSIONAL ADVISORS OF THE PROSPECTIVE INVESTOR RECEIVING THIS DOCUMENT). SUBSCRIPTIONS WILL NOT BE ACCEPTED FROM ANY PERSON OTHER THAN THE PERSON TO WHOM THIS OFFERING MEMORANDUM HAS BEEN DELIVERED. YOU ARE ADVISED TO EXERCISE CAUTION IN RELATION TO THE OFFER. IF YOU ARE IN ANY DOUBT ABOUT ANY OF THE CONTENTS OF THIS OFFERING MEMORANDUM, YOU SHOULD OBTAIN INDEPENDENT PROFESSIONAL ADVICE.

NOTICE TO RESIDENTS OF HUNGARY

THIS OFFERING MEMORANDUM RELATES TO SECURITIES ISSUED THROUGH PRIVATE PLACEMENT, AND IT DOES NOT CONSTITUTE OR FORM PART OF ANY OFFER OR

INVITATION TO THE PUBLIC TO SUBSCRIBE FOR OR PURCHASE SHARES IN THE COMPANY AND SHALL NOT BE CONSTRUED AS SUCH.

NOTICE TO RESIDENTS OF ICELAND
NOTICE TO ICELANDIC INVESTORS

THIS DOCUMENT HAS BEEN ISSUED TO YOU FOR YOUR USE ONLY AND EXCLUSIVELY FOR THE PURPOSES OF THE DESCRIBED INVESTMENT OPPORTUNITIES. ACCORDINGLY, THIS DOCUMENT AND RELEVANT INFORMATION MAY NOT BE USED FOR ANY OTHER PURPOSE OR PASSED ON TO ANY OTHER PERSON IN ICELAND.

THE INVESTMENT DESCRIBED IN THIS OFFERING MEMORANDUM IS NOT A PUBLIC OFFERING OF SECURITIES. IT IS NOT REGISTERED FOR PUBLIC DISTRIBUTION IN ICELAND WITH THE FINANCIAL SUPERVISORY AUTHORITY PURSUANT TO THE ICELANDIC ACT ON UNDERTAKING FOR COLLECTIVE INVESTMENT IN TRANSFEREABLE SECURITIES (UCITS) AND INVESTMENT FUNDS AND INSTITUTIONAL INVESTMENT FUND NO. 28/2011 AND SUPPLEMENTARY REGULATIONS.

THE INVESTMENT MAY NOT BE OFFERED OR SOLD BY MEANS OF THIS OFFERING MEMORANDUM OR ANYWAY LATER RESOLD OTHERWISE THAN IN ACCORDANCE WITH ARTICLE 47 OF ACT NO. 128/2011

NOTICE TO RESIDENTS OF IRELAND
THE DISTRIBUTION OF THIS OFFERING MEMORANDUM AND THE OFFERING OR PURCHASE OF SHARES IS RESTRICTED TO THE INDIVIDUAL TO WHOM IT IS ADDRESSED. ACCORDINGLY, IT MAY NOT BE REPRODUCED IN WHOLE OR IN PART, NOR MAY ITS CONTENTS BE DISTRIBUTED IN WRITING OR ORALLY TO ANY THIRD PARTY AND IT MAY BE READ SOLELY BY THE PERSON TO WHOM IT IS ADDRESSED AND HIS/HER PROFESSIONAL ADVISERS.

SHARES IN THE COMPANY WILL NOT BE OFFERED OR SOLD BY ANY PERSON:

(a) OTHERWISE THAN IN CONFORMITY WITH THE PROVISIONS OF THE EUROPEAN COMMUNITIES (MARKETS IN FINANCIAL INSTRUMENTS) REGULATIONS 2007, AS AMENDED; OR
(b) OTHERWISE THAN IN CONFORMITY WITH THE PROVISIONS OF THE COMPANIES ACTS 1963-2009; OR
(c) OTHERWISE THAN IN A MANNER THAT DOES NOT CONSTITUTE AN OFFER FOR SALE TO THE PUBLIC WITHIN THE MEANING OF SECTION 9 OF THE UNIT TRUSTS ACT, 1990; OR
(d) IN ANY WAY WHICH WOULD REQUIRE THE PUBLICATION OF A PROSPECTUS UNDER THE INVESTMENT FUNDS, COMPANIES AND MISCELLANOUS PROVISIONS ACT, 2005, AS AMENDED, AND ANY REGULATIONS ADOPTED PURSUANT THERETO; OR
(e) IN ANY COUNTRY OR JURISDICTION INCLUDING IRELAND EXCEPT IN ALL CIRCUMSTANCES THAT WILL RESULT IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS IN SUCH COUNTRY OR JURISDICTION.

SHARES IN THE COMPANY WILL NOT IN ANY EVENT BE MARKETED IN IRELAND EXCEPT IN ACCORDANCE WITH THE REQUIREMENTS OF THE CENTRAL BANK OF IRELAND.

NOTICE TO RESIDENTS OF THE ISLE OF MAN
THE COMPANY IS NOT SUBJECT TO ANY FORM OF REGULATION OR APPROVAL IN THE ISLE OF MAN. THIS DOCUMENT HAS NOT BEEN REGISTERED OR APPROVED FOR DISTRIBUTION IN THE ISLE OF MAN AND MAY ONLY BE DISTRIBUTED IN OR INTO THE ISLE OF MAN BY A PERSON PERMITTED UNDER ISLE OF MAN LAW TO DO SO AND IN

ACCORDANCE WITH THE ISLE OF MAN COLLECTIVE INVESTMENT SCHEMES ACT 2008 AND REGULATIONS MADE THEREUNDER. THE PARTICIPANTS IN THE COMPANY ARE NOT PROTECTED BY ANY STATUTORY COMPENSATION SCHEME.

NOTICE TO RESIDENTS OF ISRAEL

THIS OFFERING MEMORANDUM HAS NOT BEEN APPROVED BY THE ISRAEL SECURITIES AUTHORITY AND WILL ONLY BE DISTRIBUTED TO ISRAELI RESIDENTS IN A MANNER THAT WILL NOT CONSTITUTE "AN OFFER TO THE PUBLIC" UNDER SECTIONS 15 AND 15A OF THE ISRAEL SECURITIES LAW, 5728-1968 (THE "SECURITIES LAW") OR SECTION 25 OF THE JOINT INVESTMENT TRUSTS LAW, 5754-1994 (THE "JOINT INVESTMENT TRUSTS LAW"), AS APPLICABLE. THE SHARES ARE BEING OFFERED TO A LIMITED NUMBER OF INVESTORS (35 INVESTORS OR LESS DURING ANY GIVEN 12 MONTH PERIOD) AND/OR THOSE CATEGORIES OF INVESTORS LISTED IN THE FIRST ADDENDUM (THE "ADDENDUM") TO THE SECURITIES LAW ("INSTITUTIONAL INVESTORS"), NAMELY JOINT INVESTMENT FUNDS OR MUTUAL TRUST FUNDS, PROVIDENT FUNDS, INSURANCE COMPANIES, BANKING CORPORATIONS (PURCHASING INTERESTS FOR THEMSELVES OR FOR CLIENTS WHO ARE INSTITUTIONAL INVESTORS), PORTFOLIO MANAGERS (PURCHASING INTERESTS FOR THEMSELVES OR FOR CLIENTS WHO ARE INSTITUTIONAL INVESTORS), INVESTMENT COUNSELORS (PURCHASING INTERESTS FOR THEMSELVES), MEMBERS OF THE TEL-AVIV STOCK EXCHANGE (PURCHASING INTERESTS FOR THEMSELVES OR FOR CLIENTS WHO ARE INSTITUTIONAL INVESTORS), UNDERWRITERS (PURCHASING INTERESTS FOR THEMSELVES), VENTURE CAPITAL FUNDS ENGAGING MAINLY IN THE CAPITAL MARKET AND WHOLLY OWNED BY INSTITUTIONAL INVESTORS AND CORPORATIONS WITH A SHAREHOLDERS EQUITY IN EXCESS OF NIS 250 MILLION, EACH AS DEFINED IN THE SAID ADDENDUM, AS AMENDED FROM TIME TO TIME; IN ALL CASES UNDER CIRCUMSTANCES THAT WILL FALL WITHIN THE PRIVATE PLACEMENT OR OTHER EXEMPTIONS OF THE JOINT INVESTMENT TRUSTS LAW, THE SECURITIES LAW AND ANY APPLICABLE GUIDELINES, PRONOUNCEMENTS OR RULINGS ISSUED FROM TIME TO TIME BY THE ISRAEL SECURITIES AUTHORITY.

THIS OFFERING MEMORANDUM MAY NOT BE REPRODUCED OR USED FOR ANY OTHER PURPOSE, OR BE FURNISHED TO ANY OTHER PERSON OTHER THAN THOSE TO WHOM COPIES HAVE BEEN SENT. ANY OFFEREE WHO PURCHASES SHARES IS PURCHASING SUCH SHARES FOR ITS OWN BENEFIT AND ACCOUNT AND NOT WITH THE AIM OR INTENTION OF DISTRIBUTING OR OFFERING SUCH INTEREST TO OTHER PARTIES (OTHER THAN, IN THE CASE OF AN OFFEREE WHICH IS AN INSTITUTIONAL INVESTOR BY VIRTUE OF IT BEING A BANKING CORPORATION, PORTFOLIO MANAGER OR MEMBER OF THE TEL-AVIV STOCK EXCHANGE, AS DEFINED IN THE ADDENDUM, WHERE SUCH OFFEREE IS PURCHASING INTERESTS FOR ANOTHER PARTY WHICH IS AN INSTITUTIONAL INVESTOR). NOTHING IN THIS OFFERING MEMORANDUM SHOULD BE CONSIDERED INVESTMENT ADVICE OR INVESTMENT MARKETING AS DEFINED IN THE REGULATION OF INVESTMENT COUNSELLING, INVESTMENT MARKETING AND PORTFOLIO MANAGEMENT LAW, 5755-1995.

NOTICE TO RESIDENTS OF ITALY

THE SHARES MAY NOT BE OFFERED, SOLD OR DELIVERED AND THE PROSPECTUS, OR ANY CIRCULAR, ADVERTISEMENT OR OTHER DOCUMENT OR OFFERING MATERIAL RELATING TO THE SHARES, MAY NOT BE PUBLISHED, DISTRIBUTED OR MADE AVAILABLE IN THE REPUBLIC OF ITALY UNLESS: (I) THE SHARES HAVE BEEN PREVIOUSLY REGISTERED WITH THE BANK OF ITALY AND, AS APPROPRIATE, WITH THE ITALIAN SECURITIES AND EXCHANGE COMMISSION (CONSOB); AND (II) THE OFFERING, SALE OR DELIVERY OF THE SHARES AND PUBLICATION OR DISTRIBUTION OF THE PROSPECTUS OR OF ANY OTHER DOCUMENT OR OFFERING MATERIAL IS MADE IN ACCORDANCE WITH RELEVANT ITALIAN LAWS AND REGULATIONS.

NOTICE TO RESIDENTS OF JAPAN

THE SHARES HAVE NOT BEEN AND WILL NOT BE REGISTERED PURSUANT TO ARTICLE 4, PARAGRAPH 1 OF THE FINANCIAL INSTRUMENTS AND EXCHANGE LAW OF JAPAN (LAW NO. 25 OF 1948, AS AMENDED) AND, ACCORDINGLY, NEITHER THE SHARES NOR ANY INTEREST IN THEM MAY BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN JAPAN OR TO, OR FOR THE BENEFIT, OF ANY JAPANESE PERSON OR TO OTHERS FOR RE-OFFERING OR RESALE, DIRECTLY OR INDIRECTLY, IN JAPAN OR TO ANY JAPANESE PERSON EXCEPT UNDER CIRCUMSTANCES WHICH WILL RESULT IN COMPLIANCE WITH ALL APPLICABLE LAWS, REGULATIONS AND GUIDELINES PROMULGATED BY THE RELEVANT JAPANESE GOVERNMENTAL AND REGULATORY AUTHORITIES AND IN EFFECT AT THE RELEVANT TIME. FOR THIS PURPOSE, "JAPANESE PERSON" MEANS ANY PERSON RESIDENT IN JAPAN, INCLUDING ANY CORPORATION OR OTHER ENTITY ORGANIZED UNDER THE LAWS OF JAPAN.

NOTICE TO RESIDENTS OF JERSEY

THIS OFFERING MEMORANDUM RELATES TO A PRIVATE PLACEMENT AND DOES NOT CONSTITUTE AN OFFER TO THE PUBLIC IN JERSEY TO SUBSCRIBE FOR THE SHARES OFFERED HEREBY. NO REGULATORY APPROVAL HAS BEEN SOUGHT TO THE OFFER IN JERSEY AND IT MUST BE DISTINCTLY UNDERSTOOD THAT THE JERSEY FINANCIAL SERVICES COMMISSION DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE FINANCIAL SOUNDNESS OF OR ANY REPRESENTATIONS MADE IN CONNECTION WITH THE COMPANY. THE OFFER OF SHARES IS PERSONAL TO THE PERSON TO WHOM THIS OFFERING MEMORANDUM IS BEING DELIVERED BY OR ON BEHALF OF THE COMPANY, AND A SUBSCRIPTION FOR THE SHARES WILL ONLY BE ACCEPTED FROM SUCH PERSON. THE OFFERING MEMORANDUM MAY NOT BE REPRODUCED OR USED FOR ANY OTHER PURPOSE

NOTICE TO RESIDENTS OF KOREA

NEITHER THE COMPANY NOR ANY OF ITS AFFILIATES IS MAKING ANY REPRESENTATION WITH RESPECT TO THE ELIGIBILITY OF ANY RECIPIENTS OF THIS OFFERING MEMORANDUM TO ACQUIRE THE SHARES UNDER THE LAWS OF KOREA, INCLUDING, BUT WITHOUT LIMITATION, THE FOREIGN EXCHANGE TRANSACTION LAW AND REGULATIONS THEREUNDER. THE SHARES HAVE NOT BEEN REGISTERED WITH THE FINANCIAL SERVICES COMMISSION OF KOREA IN KOREA UNDER THE FINANCIAL INVESTMENT SERVICES AND CAPITAL MARKETS ACT OF KOREA, AND NONE OF THE SHARES MAY BE OFFERED, SOLD OR DELIVERED, OR OFFERED OR SOLD TO ANY PERSON FOR RE-OFFERING OR RESALE, DIRECTLY OR INDIRECTLY, IN KOREA OR TO ANY RESIDENT OF KOREA EXCEPT PURSUANT TO APPLICABLE LAWS AND REGULATIONS OF KOREA. FURTHERMORE, THE SHARES MAY NOT BE RE-SOLD TO KOREAN RESIDENTS UNLESS THE PURCHASER OF THE SHARES COMPLIES WITH ALL APPLICABLE REGULATORY REQUIREMENTS (INCLUDING, BUT NOT LIMITED TO, GOVERNMENTAL APPROVAL REQUIREMENTS UNDER THE FOREIGN EXCHANGE TRANSACTION LAW AND ITS SUBORDINATE DECREES AND REGULATIONS) IN CONNECTION WITH PURCHASE OF THE SHARES.

NOTICE TO RESIDENTS OF LATVIA

THIS OFFERING MEMORANDUM DOES NOT CONSTITUTE A PROSPECTUS UNDER THE LATVIAN FINANCIAL INSTRUMENTS MARKETS LAW (FINANŠU INSTRUMENTU TIRGUS LIKUMS) NOR HAS IT BEEN FILED WITH OR APPROVED BY THE FINANCE AND CAPITAL MARKETS COMMISSION OF LATVIA. THE FUND IS NOT REGISTERED OR AUTHORISED IN LATVIA AND THE SHARES IN THE COMPANY MUST NOT BE OFFERED OR SOLD DIRECTLY OR INDIRECTLY IN THE REPUBLIC OF LATVIA OR TO RESIDENTS OF LATVIA OTHER THAN IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE LAWS OF THE REPUBLIC OF LATVIA, AND ESPECIALLY IN COMPLIANCE WITH THE FINANCIAL INSTRUMENTS MARKETS LAW AND INVESTMENT MANAGEMENT COMPANIES LAW (IEGULDĪJUMU PĀRVALDES SABIEDRĪBU LIKUMS) AND ANY REGULATIONS MADE THEREUNDER, AS SUPPLEMENTED AND AMENDED FROM TIME TO TIME.

NOTICE TO RESIDENTS OF LIECHTENSTEIN
THE SHARES OFFERED ARE OFFERED TO A NARROWLY DEFINED CATEGORY OF INVESTORS, IN ALL CASES AND UNDER ALL CIRCUMSTANCES DESIGNED TO PRECLUDE A PUBLIC SOLICITATION IN LIECHTENSTEIN. THIS OFFERING MEMORANDUM MAY NOT BE REPRODUCED OR USED FOR ANY OTHER PURPOSE, NOR BE FURNISHED TO ANY OTHER PERSON OTHER THAN THOSE TO WHOM COPIES HAVE PERSONALLY BEEN SENT. THIS OFFER IS A PRIVATE OFFER, THIS OFFERING MEMORANDUM AND THE TRANSACTIONS DESCRIBED THEREIN ARE THEREFORE NOT NOR HAVE BEEN SUBJECT TO THE REVIEW AND SUPERVISION OF THE LIECHTENSTEIN FINANCIAL MARKET AUTHORITY.

NOTICE TO RESIDENTS OF LITHUANIA
THE SHARES ARE NOT BEING ISSUED FOR PUBLIC OFFERING AS DEFINED IN THE LAW ON COLLECTIVE INVESTMENT UNDERTAKINGS OF THE REPUBLIC OF LITHUANIA (25 OCTOBER 2007, NO X-1303). ACCORDINGLY, WITH RESPECT TO THE REPUBLIC OF LITHUANIA, THIS OFFERING MEMORANDUM MAY NOT AND WILL NOT BE DISTRIBUTED AND THE SHARES MAY NOT AND WILL NOT BE OFFERED THROUGH MASS MEDIA, ADVERTISEMENT OR BY ADDRESSING OVER 100 NATURAL PERSONS OR LEGAL ENTITIES.

NOTICE TO RESIDENTS OF LUXEMBOURG
THIS OFFERING MEMORANDUM AND THE SHARES REFERRED TO HEREIN HAVE NOT BEEN REGISTERED WITH ANY LUXEMBOURG AUTHORITY. THIS OFFERING MEMORANDUM DOES NOT CONSTITUTE AND MAY NOT BE USED FOR OR IN CONNECTION WITH A PUBLIC OFFER IN LUXEMBOURG OF THE SHARES REFERRED TO HEREIN.

NOTICE TO RESIDENTS OF MALAYSIA
THE OFFERING MADE UNDER MEMORANDUM DOES NOT CONSTITUTE, AND SHOULD NOT BE CONSTRUED AS CONSTITUTING, AN OFFER OR INVITATION TO SUBSCRIBE FOR OR PURCHASE ANY SECURITIES (AS DEFINED IN THE CAPITAL MARKETS AND SERVICES ACT 2007) IN MALAYSIA OR INTERESTS (AS DEFINED IN THE COMPANIES ACT 1965) TO THE PUBLIC IN MALAYSIA. THE DISPATCH OF THIS DOCUMENT DOES NOT MAKE AVAILABLE ANY SECURITIES FOR SUBSCRIPTION OR PURCHASE IN MALAYSIA. THE DOCUMENT HAS BEEN ISSUED OUTSIDE OF MALAYSIA AND NO ISSUE, OFFER OR INVITATION UNDER THIS DOCUMENT HAS ANY EFFECT IN MALAYSIA.

NOTICE TO RESIDENTS OF MALTA
THIS OFFERING MEMORANDUM DOES NOT CONSTITUTE OR FORM PART OF ANY OFFER OR INVITATION TO THE PUBLIC TO SUBSCRIBE FOR OR PURCHASE SHARES IN THE COMPANY AND SHALL NOT BE CONSTRUED AS SUCH AND NO PERSON OTHER THAN THE PERSON TO WHOM THIS DOCUMENT HAS BEEN ADDRESSED OR DELIVERED SHALL BE ELIGIBLE TO SUBSCRIBE FOR OR PURCHASE SHARES IN THE COMPANY. SHARES IN THE COMPANY WILL NOT IN ANY EVENT BE MARKETED TO THE PUBLIC IN MALTA WITHOUT THE PRIOR AUTHORISATION OF THE MALTESE FINANCIAL SERVICES AUTHORITY.

NOTICE TO RESIDENTS OF MONACO
THE COMPANY MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, TO THE PUBLIC IN MONACO OTHER THAN BY A MONACO BANK OR A DULY AUTHORIZED MONEGASQUE INTERMEDIARY ACTING AS A PROFESSIONAL INSTITUTIONAL INVESTOR WHICH HAS SUCH KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS AS TO BE CAPABLE OF EVALUATING THE RISKS AND MERITS OF AN INVESTMENT IN THE FUND. CONSEQUENTLY, THIS OFFERING MEMORANDUM MAY ONLY BE COMMUNICATED TO BANKS DULY LICENSED BY THE"AUTORITÉ DE CONTROLE PRUDENTIEL"AND FULLY LICENSED PORTFOLIO MANAGEMENT COMPANIES BY VIRTUE OF LAW N° 1.144 OF JULY 26, 1991 AND LAW 1.338, OF SEPTEMBER 7, 2007, DULY LICENSED BY THE "COMMISSION DE CONTRÔLE DES ACTIVITÉS FINANCIÈRES. SUCH REGULATED

INTERMEDIARIES MAY IN TURN COMMUNICATE THIS OFFERING MEMORANDUM TO POTENTIAL INVESTORS.

NOTICE TO RESIDENTS OF THE NETHERLANDS
THIS DOCUMENT IS NOT ADDRESSED TO OR INTENDED FOR ANY INDIVIDUAL OR LEGAL ENTITY IN THE NETHERLANDS EXCEPT INDIVIDUALS OR LEGAL ENTITIES WHO QUALIFY AS QUALIFIED INVESTORS (AS DEFINED BY SECTION 1:1 OF THE ACT ON FINANCIAL SUPERVISION (*WET OP HET FINANCIEEL TOEZICHT*), AS AMENDED).

NOTICE TO RESIDENTS OF NEW ZEALAND
THIS DOCUMENT IS NOT A REGISTERED PROSPECTUS OR AN INVESTMENT STATEMENT FOR THE PURPOSES OF THE SECURITIES ACT 1978 AND DOES NOT CONTAIN ALL THE INFORMATION TYPICALLY INCLUDED IN A REGISTERED PROSPECTUS OR INVESTMENT STATEMENT. THIS OFFER OF SHARES IN THE PIOLET PARTNERS FUND, LTD. DOES NOT CONSTITUTE AN "OFFER OF SECURITIES TO THE PUBLIC" FOR THE PURPOSES OF THE SECURITIES ACT 1978 AND, ACCORDINGLY, THERE IS NEITHER A REGISTERED PROSPECTUS NOR AN INVESTMENT STATEMENT AVAILABLE IN RESPECT OF THE OFFER. SHARES IN THE PIOLET PARTNERS FUND, LTD. MAY ONLY BE OFFERED TO THE PUBLIC IN NEW ZEALAND IN ACCORDANCE WITH THE SECURITIES ACT 1978 AND THE SECURITIES 8 REGULATIONS 2009.

NOTICE TO RESIDENTS OF OMAN
FOR RESIDENTS OF THE SULTANATE OF OMAN - THE INFORMATION CONTAINED IN THIS OFFERING MEMORANDUM NEITHER CONSTITUTES A PUBLIC OFFER OF SECURITIES IN THE SULTANATE OF OMAN AS CONTEMPLATED BY THE COMMERCIAL COMPANIES LAW OF OMAN (ROYAL DECREE 4/74) OR THE CAPITAL MARKET LAW OF OMAN (ROYAL DECREE 80/98), NOR DOES IT CONSTITUTE AN OFFER TO SELL, OR THE SOLICITATION OF ANY OFFER TO BUY NON-OMANI SECURITIES IN THE SULTANATE OF OMAN AS CONTEMPLATED BY ARTICLE 139 OF THE EXECUTIVE REGULATIONS OF THE CAPITAL MARKET LAW (ISSUED BY DECISION NO.1/2009). ADDITIONALLY, THIS PRIVATE PLACEMENT MEMORANDUM IS NOT INTENDED TO LEAD TO THE CONCLUSION OF ANY CONTRACT OF WHATSOEVER NATURE WITHIN THE TERRITORY OF THE SULTANATE OF OMAN.

NOTICE TO RESIDENTS OF POLAND
THE COMPANY IS NOT AUTHORISED AND REGISTERED UNDER THE POLISH ACT ON INVESTMENT FUNDS OF 27 MAY 2004, AND ANY MARKETING, SALE, REDEMPTION OR REPURCHASE OF SHARES CAN ONLY BE MADE OUTSIDE POLAND. THE OFFERING MEMORANDUM CANNOT BE DISTRIBUTED TO THE PUBLIC IN POLAND, AND A POLISH RECIPIENT OF THE OFFERING MEMORANDUM CANNOT IN ANY MANNER FORWARD THE OFFERING MEMORANDUM TO THE PUBLIC IN POLAND.

NOTICE TO RESIDENTS OF PORTUGAL
THE COMPANY HAS NOT BEEN REGISTERED WITH THE *COMISSÃO DO MERCADO DOS VALORES MOBILIÁRIOS* (THE "CMVM") AS A FOREIGN COLLECTIVE INVESTMENT SCHEME AND THIS PROSPECTUS (OR ANY OTHER AGREEMENT, DOCUMENT OR MATERIAL IN RELATION TO THE COMPANY) HAS NOT BEEN APPROVED BY THE CMVM PURSUANT TO DECREE-LAW 252/2003 OF 17 OCTOBER, AS AMENDED FROM TIME TO TIME (THE "DECREE-LAW"). THEREFORE: (I) SHARES MAY NOT BE ADVERTISED, OFFERED OR SOLD; AND (II) THE OFFERING MEMORANDUM OR ANY OTHER OFFERING MATERIAL, MAY NOT BE DISTRIBUTED OR CAUSED TO BE DISTRIBUTED TO THE PUBLIC IN CIRCUMSTANCES WHICH COULD QUALIFY AS THE MARKETING OF SHARES IN THE REPUBLIC OF PORTUGAL PURSUANT TO THE DECREE-LAW AND THE PORTUGUESE SECURITIES CODE WITHOUT PRIOR REGISTRATION OF THE COMPANY WITH THE CMVM AND ALL SUCH DOCUMENTATION AND MARKETING MATERIAL BEING APPROVED BY THE CMVM.

NOTICE TO RESIDENTS OF RUSSIA

THE SHARES HAVE NOT BEEN AUTHORISED TO BE OFFERED TO THE PUBLIC IN THE RUSSIAN FEDERATION. THIS PROSPECTUS HAS NEITHER BEEN APPROVED NOR REGISTERED BY THE FEDERAL FINANCIAL MARKETS SERVICE OF THE RUSSIAN FEDERATION AND DOES NOT CONSTITUTE OR FORM PART OF ANY OFFER OR INVITATION TO THE PUBLIC IN THE RUSSIAN FEDERATION TO SUBSCRIBE FOR OR PURCHASE SHARES AND SHOULD NOT BE CONSTRUED AS SUCH. THIS PROSPECTUS MAY NOT BE DISTRIBUTED TO THE PUBLIC IN THE RUSSIAN FEDERATION.

NOTICE TO RESIDENTS OF SLOVAK REPUBLIC

THIS OFFERING MEMORANDUM IS NOT A PUBLIC OFFER OF SHARES UNDER ACT NO. 203/2011 COLL. ON COLLECTIVE INVESTMENTS, OR ANY OTHER REGULATION APPLICABLE IN THE SLOVAK REPUBLIC, AND IS ADDRESSED TO ONLY PRE-SELECTED INDIVIDUALS IN THE SLOVAK REPUBLIC, WITHOUT USING ANY MEANS OF PUBLICATION AS DEFINED BY THE ACT ON COLLECTIVE INVESTMENTS. THIS DOCUMENT MAY NOT BE DISTRIBUTED TO THE PUBLIC IN THE SLOVAK REPUBLIC, AND THE RECIPIENT MAY NOT IN ANY WAY FORWARD IT TO OTHER INDIVIDUALS OR THE PUBLIC. ANY PUBLIC DISTRIBUTION, ADVERTISEMENT OR SIMILAR ACTIVITIES IN THE SLOVAK REPUBLIC WILL CONSTITUTE A VIOLATION OF APPLICABLE LAW.

NOTICE TO RESIDENTS IN SAUDI ARABIA

THE SHARES MAY ONLY BE OFFERED AND SOLD IN THE KINGDOM OF SAUDI ARABIA IN ACCORDANCE WITH ARTICLE 4 OF THE INVESTMENT FUNDS REGULATIONS ISSUED ON 24 DECEMBER, 2006 (THE 'REGULATIONS'). ARTICLE 4(B)(4) OF THE REGULATIONS STATES THAT, IF THE INVESTMENT FUND UNITS ARE OFFERED TO NO MORE THAN 200 OFFEREES IN THE KINGDOM OF SAUDI ARABIA AND THE MINIMUM AMOUNT PAYABLE PER OFFEREE IS NOT LESS THAN SAUDI RIYALS 1 MILLION OR AN EQUIVALENT AMOUNT IN ANOTHER CURRENCY, SUCH AN OFFER OF INVESTMENT FUND UNITS SHALL BE DEEMED A PRIVATE PLACEMENT FOR THE PURPOSES OF THE REGULATIONS. INVESTORS ARE INFORMED THAT ARTICLE 4(G) OF THE REGULATIONS PLACES RESTRICTIONS ON SECONDARY MARKET ACTIVITY WITH RESPECT TO SUCH INVESTMENT FUNDS.

NOTICE TO RESIDENTS IN SINGAPORE

THE MEMORANDUM HAS NOT BEEN REGISTERED AS A PROSPECTUS WITH THE MONETARY AUTHORITY OF SINGAPORE. ACCORDINGLY, THE CONFIDENTIAL INFORMATION MEMORANDUM FOR THE UNITS MAY NOT BE CIRCULATED OR DISTRIBUTED, NOR MAY THE UNITS BE OFFERED OR SOLD, OR BE MADE THE SUBJECT OF AN INVITATION FOR SUBSCRIPTION OR PURCHASE, WHETHER DIRECTLY OR INDIRECTLY, TO PERSONS IN SINGAPORE OTHER THAN (I) TO AN INSTITUTIONAL INVESTOR UNDER SECTION 304 OF THE SECURITIES AND FUTURES ACT, CHAPTER 289 OF SINGAPORE (THE "SFA"), OR (II) OTHERWISE PURSUANT TO, AND IN ACCORDANCE WITH THE CONDITIONS OF, ANY OTHER APPLICABLE PROVISION OF THE SFA.

NOTICE TO RESIDENTS OF SLOVENIA

THIS OFFERING MEMORANDUM IS NOT INTENDED TO BE DISTRIBUTED IN THE REPUBLIC OF SLOVENIA. THE SHARES OFFERED PURSUANT TO THIS OFFERING MEMORANDUM HAVE NOT BEEN AND ARE NOT OFFERED, MARKETED OR ADVERTISED IN THE REPUBLIC OF SLOVENIA. ANY OFFERING, MARKETING OR ADVERTISEMENT OF SHARES IN THE REPUBLIC OF SLOVENIA WILL CONSTITUTE A VIOLATION OF THE APPLICABLE LAW.

NOTICE TO RESIDENTS OF SOUTH AFRICA

NO LEGEND REQUIRED.

NOTICE TO RESIDENTS OF SPAIN

THE COMPANY HAS NOT BEEN AUTHORISED BY OR REGISTERED WITH THE SPANISH SECURITIES MARKET COMMISSION AS A FOREIGN COLLECTIVE INVESTMENT SCHEME IN ACCORDANCE WITH SECTION 15.2 OF LAW 35/2003 OF 4 NOVEMBER 2003 ON COLLECTIVE INVESTMENT SCHEMES. ACCORDINGLY, THE SHARES OF THE COMPANY MAY NOT BE OFFERED OR SOLD IN SPAIN BY MEANS OF ANY MARKETING ACTIVITIES AS DEFINED IN SECTION 2 OF LAW 35/2003, AS AMENDED BY LAW 25/2005, OF 24 NOVEMBER 2005.

NOTICE TO RESIDENTS OF SWEDEN

THIS OFFERING MEMORANDUM HAS NOT BEEN APPROVED BY OR REGISTERED WITH THE SWEDISH FINANCIAL SUPERVISORY AUTHORITY (*FINANSINSPEKTIONEN*) PURSUANT TO THE SWEDISH FINANCIAL INSTRUMENTS TRADING ACT (*LAGEN 1991:980) OM HANDEL MED FINANSIELLA INSTRUMENT*). ACCORDINGLY, THE SHARES MAY ONLY BE OFFERED IN SWEDEN IN CIRCUMSTANCES THAT WILL NOT RESULT IN A REQUIREMENT TO PREPARE A PROSPECTUS PURSUANT TO THE SWEDISH FINANCIAL INSTRUMENTS TRADING ACT.

THE COMPANY IS NOT AN INVESTMENT FUND (*FONDFÖRETAG*) FOR THE PURPOSE OF THE SWEDISH INVESTMENT FUNDS ACT (*LAG (2004:46) OM INVESTERINGSFONDER*) AND HAS THEREFORE NOT BEEN, NOR WILL IT BE, APPROVED OR REGISTERED BY THE SWEDISH FINANCIAL SUPERVISORY AUTHORITY PURSUANT TO THE SWEDISH INVESTMENT FUNDS ACT.

NOTICE TO RESIDENTS OF SWITZERLAND

"THE COMPANY HAS NOT BEEN APPROVED BY THE SWISS FINANCIAL MARKET SUPERVISORY AUTHORITY (FINMA) AS A FOREIGN COLLECTIVE INVESTMENT SCHEME PURSUANT TO ARTICLE 120 OF THE SWISS COLLECTIVE INVESTMENT SCHEMES ACT OF 23 JUNE 2006 (THE "CISA"). ACCORDINGLY, THE SHARES MAY NOT BE OFFERED TO THE PUBLIC IN OR FROM SWITZERLAND AND NEITHER THIS PRIVATE PLACEMENT MEMORANDUM NOR ANY OTHER OFFERING MATERIALS RELATING TO THE SHARES MAY BE MADE AVAILABLE THROUGH A PUBLIC OFFERING IN OR FROM SWITZERLAND. THE SHARES MAY ONLY BE OFFERED AND THIS PRIVATE PLACEMENT MEMORANDUM MAY ONLY BE DISTRIBUTED IN OR FROM SWITZERLAND BY WAY OF PRIVATE PLACEMENT TO "QUALIFIED INVESTORS" (AS DEFINED IN THE CISA AND ITS IMPLEMENTING ORDINANCE) AND / OR TO A LIMITED CIRCLE OF INVESTORS, WITHOUT ANY PUBLIC OFFERING."

NOTICE TO RESIDENTS OF TURKEY

NO INFORMATION IN THIS OFFERING MEMORANDUM IS PROVIDED FOR THE PURPOSE OF OFFERING, MARKETING AND SALE BY ANY MEANS OF ANY CAPITAL MARKET INSTRUMENTS IN THE REPUBLIC OF TURKEY. THEREFORE, THIS OFFERING MEMORANDUM MAY NOT BE CONSIDERED AS AN OFFER MADE OR TO BE MADE TO RESIDENTS OF THE REPUBLIC OF TURKEY.

THE OFFERED SHARES HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH THE TURKISH CAPITAL MARKET BOARD (THE "CMB") UNDER THE PROVISIONS OF THE CAPITAL MARKET LAW (LAW NO. 2499) (THE "CAPITAL MARKET LAW"). ACCORDINGLY NEITHER THIS OFFERING MEMORANDUM NOR ANY OTHER OFFERING MATERIAL RELATED TO THE OFFERING MAY BE UTILISED IN CONNECTION WITH ANY OFFERING TO THE PUBLIC WITHIN THE REPUBLIC OF TURKEY WITHOUT THE PRIOR APPROVAL OF THE CMB. HOWEVER, ACCORDING TO ARTICLE 15 (D) (II) OF THE DECREE NO. 32 THERE IS NO RESTRICTION ON THE PURCHASE OR SALE OF THE OFFERED SHARES BY RESIDENTS OF THE REPUBLIC OF TURKEY, PROVIDED THAT: THEY PURCHASE OR SELL SUCH OFFERED SHARES IN THE FINANCIAL MARKETS OUTSIDE OF THE REPUBLIC OF TURKEY; AND SUCH SALE AND PURCHASE IS MADE THROUGH BANKS, AND/OR LICENSED BROKERAGE INSTITUTIONS IN THE REPUBLIC OF TURKEY.

NOTICE TO RESIDENTS OF THE UNITED ARAB EMIRATES

FOR UNITED ARAB EMIRATES RESIDENTS ONLY - THIS OFFERING MEMORANDUM AND THE INFORMATION CONTAINED HEREIN, DOES NOT CONSTITUTE, AND IS NOT INTENDED TO CONSTITUTE, A PUBLIC OFFER OF SECURITIES IN THE UNITED ARAB EMIRATES AND ACCORDINGLY SHOULD NOT BE CONSTRUED AS SUCH. THE SHARES ARE ONLY BEING OFFERED TO A LIMITED NUMBER OF SOPHISTICATED INVESTORS IN THE UAE WHO (A) ARE WILLING AND ABLE TO CONDUCT AN INDEPENDENT INVESTIGATION OF THE RISKS INVOLVED IN AN INVESTMENT IN SUCH SHARES, AND (B) UPON THEIR SPECIFIC REQUEST. THE SHARES HAVE NOT BEEN APPROVED BY OR LICENSED BY OR REGISTERED WITH THE UAE CENTRAL BANK, THE SECURITIES AND COMMODITIES AUTHORITY OR ANY OTHER LICENSING AUTHORITIES OR GOVERNMENTAL AGENCIES IN THE UAE. THE OFFERING MEMORANDUM IS FOR THE USE OF THE NAMED ADDRESSEE ONLY AND SHOULD NOT BE GIVEN OR SHOWN TO ANY OTHER PERSON (OTHER THAN EMPLOYEES, AGENTS OR CONSULTANTS IN CONNECTION WITH THE ADDRESSEE'S CONSIDERATION THEREOF). NO TRANSACTION WILL BE CONCLUDED IN THE UAE AND ANY ENQUIRIES REGARDING THE SHARES SHOULD BE MADE TO THE INVESTMENT MANAGER.

NOTICE TO RESIDENTS OF THE UNITED KINGDOM

THE COMPANY IS AN UNRECOGNISED COLLECTIVE INVESTMENT SCHEME FOR THE PURPOSES OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 OF THE UNITED KINGDOM (THE "ACT"). THE PROMOTION OF THE COMPANY AND THE DISTRIBUTION OF THIS OFFERING MEMORANDUM THE UNITED KINGDOM IS ACCORDINGLY RESTRICTED BY LAW.

THIS OFFERING MEMORANDUM IS BEING ISSUED IN THE UNITED KINGDOM BY THE COMPANY TO, AND/OR IS DIRECTED AT, PERSONS TO OR AT WHOM IT MAY LAWFULLY BE ISSUED OR DIRECTED UNDER THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 INCLUDING PERSONS WHO ARE AUTHORISED UNDER THE ACT ("AUTHORISED PERSONS"), CERTAIN PERSONS HAVING PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS, HIGH NET WORTH COMPANIES, HIGH NET WORTH UNINCORPORATED ASSOCIATIONS OR PARTNERSHIPS, TRUSTEES OF HIGH VALUE TRUSTS AND PERSONS WHO QUALIFY AS CERTIFIED SOPHISTICATED INVESTORS. THE SHARES ARE ONLY AVAILABLE TO SUCH PERSONS IN THE UNITED KINGDOM AND THIS OFFERING MEMORANDUM MUST NOT BE RELIED OR ACTED UPON BY ANY OTHER PERSONS IN THE UNITED KINGDOM.

IN ORDER TO QUALIFY AS A CERTIFIED SOPHISTICATED INVESTOR A PERSON MUST A) HAVE A CERTIFICATE IN WRITING OR OTHER LEGIBLE FORM SIGNED BY AN AUTHORISED PERSON TO THE EFFECT THAT HE IS SUFFICIENTLY KNOWLEDGEABLE TO UNDERSTAND THE RISKS ASSOCIATED WITH A PARTICULAR TYPE OF INVESTMENT AND B) HAVE SIGNED, WITHIN THE LAST 12 MONTHS, A STATEMENT IN A PRESCRIBED FORM DECLARING, AMONGST OTHER THINGS, THAT HE QUALIFIES AS A SOPHISTICATED INVESTOR IN RELATION TO SUCH INVESTMENTS.

THIS OFFERING MEMORANDUM IS EXEMPT FROM THE GENERAL RESTRICTION IN SECTION 21 OF THE ACT ON THE COMMUNICATION OF INVITATIONS OR INDUCEMENTS TO ENGAGE IN INVESTMENT ACTIVITY ON THE GROUNDS THAT IT IS BEING ISSUED TO AND/OR DIRECTED AT ONLY THE TYPES OF PERSON REFERRED TO ABOVE.

THE CONTENT OF THIS OFFERING MEMORANDUM HAS NOT BEEN APPROVED BY AN AUTHORISED PERSON AND SUCH APPROVAL IS, SAVE WHERE THIS OFFERING MEMORANDUM IS DIRECTED AT OR ISSUED TO THE TYPES OF PERSON REFERRED TO ABOVE, REQUIRED BY SECTION 21 OF THE ACT.

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