

Name: _____

Number: _____

CONFIDENTIAL PRIVATE OFFERING MEMORANDUM

LINONIA PARTNERS OFFSHORE FUND LTD.

(A Cayman Islands Exempted Company)

Founders Shares: Series A1 Founders Shares and Series A2 Founders Shares

B Shares: Series B1 Shares, Series B2 Shares and Series B3 Shares

C Shares: Series C1 Shares

Founders Shares Minimum Investment: U.S. \$25,000,000

Series B1 Shares Minimum Investment: U.S. \$50,000,000

Series B2 Shares, Series B3 Shares and Series C1 Shares

Minimum Investment: U.S. \$100,000,000

THE LINONIA PARTNERSHIP LP

Investment Manager

THESE ARE SPECULATIVE SECURITIES.

January 2025

GENERAL NOTICES

THE NON-VOTING, REDEEMABLE PARTICIPATING SHARES (“SHARES”) IN LINONIA PARTNERS OFFSHORE FUND LTD. (THE “FUND”) ARE OFFERED EXCLUSIVELY TO FINANCIALLY SOPHISTICATED, HIGH NET WORTH AND INSTITUTIONAL INVESTORS CAPABLE OF EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE FUND.

THIS CONFIDENTIAL PRIVATE OFFERING MEMORANDUM (“MEMORANDUM”) IS BEING DELIVERED ON A CONFIDENTIAL BASIS AND CONSTITUTES AN OFFER ONLY IF THE DELIVERY OF THIS MEMORANDUM TO THE INTENDED RECIPIENT (THE “OFFEREE”) IS AUTHORIZED BY THE LINONIA PARTNERSHIP LP (THE “INVESTMENT MANAGER”).

THE OFFEREE, BY ACCEPTING RECEIPT OF THIS MEMORANDUM, AGREES TO TREAT THE INFORMATION CONTAINED HEREIN AS CONFIDENTIAL AND NOT TO DUPLICATE OR FURNISH ALL OR ANY PART OF THIS MEMORANDUM TO ANY PERSON OTHER THAN THE OFFEREE’S PROFESSIONAL ADVISORS (SUBJECT TO CUSTOMARY UNDERTAKINGS OF CONFIDENTIALITY). THE OFFEREE FURTHER AGREES TO DISPOSE OF THIS MEMORANDUM PROMPTLY SHOULD THE OFFEREE DECIDE NOT TO INVEST.

THE DESCRIPTIONS AND SUMMARIES OF THE FUND’S “MATERIAL CONTRACTS” IN THIS MEMORANDUM DO NOT PURPORT TO BE COMPLETE. THE OFFEREE SHOULD REFER TO THE “MATERIAL CONTRACTS” THEMSELVES TO UNDERSTAND THEIR COMPLETE TERMS AND CONDITIONS.

ALL OF THE INFORMATION FURNISHED IN THIS MEMORANDUM IS ACCURATE AS OF THE DATE HEREOF, UNLESS OTHERWISE INDICATED. NO REPRESENTATION IS MADE THAT THE INFORMATION CONTAINED IN THIS MEMORANDUM IS ACCURATE OR COMPLETE AFTER THE BEGINNING OF THE MONTH SET FORTH ON THE COVER PAGE OR SUCH OTHER DATE AS MAY BE SPECIFIED HEREIN.

NO PERSON HAS BEEN AUTHORIZED BY THE INVESTMENT MANAGER TO MAKE ANY REPRESENTATIONS, OR GIVE ANY INFORMATION, WITH RESPECT TO THE FUND, THE SHARES OR THIS OFFERING EXCEPT THE INFORMATION CONTAINED HEREIN. THE OFFEREE WILL BE REQUIRED TO REPRESENT IN THE OFFEREE’S SUBSCRIPTION AGREEMENT TO THE FUND THAT THE OFFEREE IS SUBSCRIBING FOR SHARES SOLELY ON THE BASIS OF THE INFORMATION SET FORTH IN THIS MEMORANDUM.

THE OFFEREE SHOULD NOT CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL, TAX OR FINANCIAL ADVICE, AND SHOULD CONSULT WITH SUCH OFFEREE’S OWN PROFESSIONAL ADVISORS AS TO THE LEGAL, TAX, FINANCIAL OR OTHER CONSIDERATIONS RELEVANT TO DETERMINING THE SUITABILITY OF THIS INVESTMENT FOR THE OFFEREE.

THE OFFEREE SHOULD NOT CONSIDER INVESTING IN THE FUND UNLESS THE OFFEREE IS, EITHER ALONE OR TOGETHER WITH THE OFFEREE’S PROFESSIONAL ADVISORS, FINANCIALLY SOPHISTICATED AND CAPABLE OF EVALUATING THE RISKS, TAX CONSEQUENCES AND POTENTIAL MERITS OF SUCH INVESTMENT.

GENERAL NOTICES

(cont.)

THE INVESTMENT MANAGER AND THE MASTER FUND (AS DEFINED BELOW) BEGAN OPERATIONS IN JUNE 2023 AND THE FUND BEGAN OPERATIONS IN JULY 2023, AND EACH HAS LIMITED OPERATING AND PERFORMANCE HISTORY AS OF THE DATE OF THIS MEMORANDUM. THE PAST PERFORMANCE OF THE FUND IS NOT NECESSARILY INDICATIVE OF ITS FUTURE RESULTS. ALTHOUGH THE FOUNDING PRINCIPAL OF THE INVESTMENT MANAGER HAS SUBSTANTIAL PRIOR EXPERIENCE MANAGING PRIVATE FUNDS PURSUANT TO SIMILAR STRATEGIES AT ANOTHER INVESTMENT MANAGEMENT FIRM, THE PAST PERFORMANCE OF SUCH FUNDS IS ALSO NOT NECESSARILY INDICATIVE OF THE FUTURE PERFORMANCE OF THE FUND.

THE FUND OPERATES AS A “FEEDER FUND,” INVESTING ALL OF ITS CAPITAL (EXCEPT FOR SUCH CAPITAL AS THE INVESTMENT MANAGER DETERMINES MAY BE REASONABLY NECESSARY OR APPROPRIATE TO PAY ANY FEES, EXPENSES OR OTHER COSTS RELATED TO THE FUND ITSELF) IN LINONIA PARTNERS FUND LP (THE “MASTER FUND”). REFERENCES IN THIS MEMORANDUM TO THE TRADING AND INVESTMENT ACTIVITIES, STRATEGIES AND OBJECTIVES OF THE FUND REFER TO THE FUND DOING SO INDIRECTLY THROUGH ITS INVESTMENT IN THE MASTER FUND.

THE INVESTMENT MANAGER IMPLEMENTS A “PRIVATE EQUITY” ORIENTED INVESTMENT APPROACH THAT FOCUSES PRIMARILY ON CONSTRUCTING A CONCENTRATED PORTFOLIO OF PUBLICLY-TRADED EQUITY SECURITIES WITH A LONGER-TERM INVESTMENT HORIZON. CONCENTRATED PORTFOLIOS ARE SUBJECT TO GREATER RISK AND PERFORMANCE VOLATILITY THAN MORE DIVERSIFIED PORTFOLIOS IN GENERAL.

ALTHOUGH THE INVESTMENT MANAGER CURRENTLY EXPECTS THE FUND TO INVEST PRIMARILY IN PUBLICLY-TRADED EQUITY SECURITIES IN THE DEVELOPED MARKETS, THERE ARE NO MATERIAL LIMITATIONS ON THE STRATEGIES, FINANCIAL INSTRUMENTS OR GLOBAL MARKETS IN WHICH THE FUND MAY INVEST, NOR IS THE FUND SUBJECT TO ANY FORMAL DIVERSIFICATION REQUIREMENTS OR CONCENTRATION LIMITS.

AN INVESTMENT IN THE FUND IS SUBJECT TO SUBSTANTIAL FEES AND EXPENSES, INCLUDING MANAGEMENT FEES AND PERFORMANCE ALLOCATIONS.

THE OFFEREE’S ABILITY TO REDEEM SHARES FROM THE FUND IS RESTRICTED, AND THE SHARES MAY NOT BE TRANSFERRED OR RESOLD WITHOUT THE PRIOR CONSENT OF THE INVESTMENT MANAGER.

GENERAL NOTICES

(cont.)

THE SHARES ARE A SPECULATIVE AND ILLIQUID INVESTMENT THAT INVOLVE SUBSTANTIAL RISK. THE SHARES ARE A SUITABLE INVESTMENT (IF AT ALL) ONLY FOR A LIMITED PORTION OF THE RISK SEGMENT OF AN INVESTOR'S PORTFOLIO. THE FUND DOES NOT CONSTITUTE A COMPLETE INVESTMENT PROGRAM AND INVESTORS MUST BE WILLING AND FINANCIALLY ABLE TO BEAR THE RISK OF LOSING ALL OR SUBSTANTIALLY ALL OF THE AMOUNT INVESTED.

**SEE "CERTAIN RISK FACTORS" AND "CERTAIN
CONFLICTS OF INTEREST."**

FOR DISTRIBUTION ONLY TO: Marcos Mendes

REGULATORY NOTICES

GENERAL

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE ANY SUCH OFFER OR SOLICITATION.

SUBJECT TO SUCH HIGHER MINIMUM AS THE FUND MAY DETERMINE, PURSUANT TO THE MUTUAL FUNDS ACT (AS REVISED) THE MINIMUM AGGREGATE EQUITY INTEREST PURCHASABLE BY A PROSPECTIVE INVESTOR IS EIGHTY THOUSAND CAYMAN ISLANDS DOLLARS (OR ITS EQUIVALENT IN ANY OTHER CURRENCY, APPROXIMATELY US\$100,000).

SECURITIES LAW NOTICES

THE SHARES HAVE NOT BEEN REGISTERED WITH OR APPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION (“SEC”), ANY STATE SECURITIES AGENCY OR ANY OTHER GOVERNMENTAL AGENCY OR AUTHORITY. THE SHARES ARE BEING OFFERED PRIVATELY IN RELIANCE ON EXEMPTIONS FROM REGISTRATION WITH THE SEC PROVIDED BY RULE 506(b) OF REGULATION D PROMULGATED UNDER SECTION 4(a)(2) OF THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), SEC REGULATION S UNDER THE SECURITIES ACT, APPLICABLE STATE SECURITIES LAWS AND THE LAWS OF ALL OTHER APPLICABLE JURISDICTIONS.

IN MAKING AN INVESTMENT DECISION, THE OFFEREE MUST RELY ON ITS OWN EXAMINATION OF THE FUND AND THE TERMS OF THE SHARES, INCLUDING THE MERITS AND RISKS INVOLVED.

THE SHARES HAVE NOT BEEN RECOMMENDED OR APPROVED BY THE SEC, ANY U.S. FEDERAL OR STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY OR SELF-REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR CONFIRMED THE ACCURACY OR THE ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THE SHARES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT WITH THE WRITTEN CONSENT OF THE FUND’S BOARD OF DIRECTORS (THE “DIRECTORS”) (WHICH IT DOES NOT GENERALLY EXPECT TO GIVE) AND AS PERMITTED UNDER THE SECURITIES ACT, APPLICABLE STATE SECURITIES LAWS AND THE LAWS OF ANY OTHER APPLICABLE JURISDICTION. THE OFFEREE’S ABILITY TO MAKE REDEMPTIONS FROM THE FUND IS RESTRICTED. THE OFFEREE SHOULD BE AWARE THAT THE OFFEREE MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS ASSOCIATED WITH AN INVESTMENT IN THE FUND FOR AN INDEFINITE PERIOD OF TIME.

THE FUND IS NOT REGISTERED AS AN “INVESTMENT COMPANY” UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE “COMPANY ACT”).

REGULATORY NOTICES

(cont.)

ACCORDINGLY, INVESTORS ARE NOT ENTITLED TO THE INVESTOR PROTECTION BENEFITS OF THE COMPANY ACT.

A MUTUAL FUND LICENCE ISSUED OR A FUND REGISTERED BY THE CAYMAN ISLANDS MONETARY AUTHORITY DOES NOT CONSTITUTE AN OBLIGATION OF THE AUTHORITY TO ANY INVESTOR AS TO THE PERFORMANCE OR CREDITWORTHINESS OF THE FUND.

FURTHERMORE, IN ISSUING SUCH A LICENCE OR IN REGISTERING A FUND, THE AUTHORITY SHALL NOT BE LIABLE FOR ANY LOSSES OR DEFAULT OF THE FUND OR FOR THE CORRECTNESS OF ANY OPINIONS OR STATEMENTS EXPRESSED IN ANY PROSPECTUS OR OFFERING DOCUMENT.

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

THE INVESTMENT MANAGER AND THE FUND WILL MAKE AVAILABLE TO THE OFFEREE AND THE OFFEREE'S PROFESSIONAL ADVISORS THE OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM REPRESENTATIVES OF THE INVESTMENT MANAGER AND THE FUND CONCERNING THE INVESTMENT MANAGER AND/OR THE FUND, AS WELL AS TO OBTAIN ANY ADDITIONAL RELATED INFORMATION— TO THE EXTENT THAT THE INVESTMENT MANAGER OR THE FUND POSSESS SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE — IN ORDER TO VERIFY THE INFORMATION SET FORTH IN THIS MEMORANDUM, AND OTHERWISE SATISFY THE OFFEREE IN EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE FUND.

THE OFFEREE SHOULD NOT SUBSCRIBE FOR SHARES UNLESS SATISFIED THAT THE OFFEREE AND THE OFFEREE'S PROFESSIONAL ADVISORS HAVE ASKED FOR AND RECEIVED ALL INFORMATION WHICH THEY BELIEVE TO BE NECESSARY OR ADVISABLE FOR THEM TO EVALUATE THE MERITS AND RISKS OF SUCH INVESTMENT.

U.S. COMMODITY FUTURES TRADING COMMISSION NOTICE

THE INVESTMENT MANAGER IS EXEMPT FROM REGISTRATION WITH THE U.S. COMMODITY FUTURES TRADING COMMISSION (THE "CFTC") AS A COMMODITY POOL OPERATOR WITH RESPECT TO THE FUND PURSUANT TO CFTC RULE 4.13(a)(3) UNDER THE U.S. COMMODITY EXCHANGE ACT, AS AMENDED. TO SATISFY THE REQUIREMENTS OF THAT EXEMPTION, THE FUND IS OPERATED PURSUANT TO THE FOLLOWING CRITERIA: (I) THE OFFERING OF THE SHARES IS EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT, AS THE SHARES ARE PRIVATELY OFFERED PURSUANT TO RULE 506 OF REGULATION D AND REGULATIONS UNDER THE SECURITIES ACT; (II) AT ALL TIMES EITHER (A) THE AGGREGATE INITIAL MARGIN AND PREMIUM REQUIRED TO ESTABLISH COMMODITY INTEREST POSITIONS, DETERMINED AT THE TIME THE MOST RECENT POSITION WAS ESTABLISHED, WILL NOT EXCEED 5% OF THE NET ASSET VALUE OF THE FUND OR (B) THE AGGREGATE NET NOTIONAL VALUE OF THE FUND'S COMMODITY INTEREST POSITIONS, DETERMINED AT THE TIME THE MOST RECENT POSITION WAS ESTABLISHED, WILL

REGULATORY NOTICES

(cont.)

NOT EXCEED 100% OF THE FUND'S NET ASSET VALUE; (III) PURCHASERS OF THE FUND'S SHARES WILL BE LIMITED TO "ACCREDITED INVESTORS," AS THAT TERM IS DEFINED IN SECTION 501 OF REGULATION D UNDER THE SECURITIES ACT, TRUSTS FORMED BY AN ACCREDITED INVESTOR FOR THE BENEFIT OF A FAMILY MEMBER, "KNOWLEDGEABLE EMPLOYEES," AS THAT TERM IS DEFINED IN SECTION 3c-5 UNDER THE COMPANY ACT, "QUALIFIED ELIGIBLE PERSONS," AS THAT TERM IS DEFINED IN CFTC REGULATION 4.7(a)(2)(viii)(A) AND NON-U.S. PERSONS; AND (IV) THE FUND IS NOT, AND IS NOT MARKETING AS, A VEHICLE FOR TRADING IN THE COMMODITY FUTURES OR COMMODITY OPTIONS MARKETS.

DUE TO THE FOREGOING EXEMPTIONS, UNLIKE IN THE CASE OF A COMMODITY POOL OPERATED BY A REGISTERED COMMODITY POOL OPERATOR, THERE IS NO OBLIGATION IMPOSED BY THE CFTC ON THE INVESTMENT MANAGER TO DELIVER A DISCLOSURE DOCUMENT OR A CERTIFIED ANNUAL REPORT TO THE FUND'S EXISTING OR PROSPECTIVE INVESTORS. THE INVESTMENT MANAGER WILL, HOWEVER, DELIVER THIS MEMORANDUM AS WELL AS THE PERIODIC AND ANNUAL REPORTS DESCRIBED HEREIN.

IF THE INVESTMENT MANAGER DETERMINES THAT IT IS IN THE BEST INTERESTS OF THE FUND TO TRADE COMMODITY INTERESTS TO A GREATER EXTENT THAN PERMITTED UNDER THE CFTC RULE 4.13(a)(3) EXEMPTION, THE INVESTMENT MANAGER MAY REGISTER WITH THE CFTC AS A "COMMODITY POOL OPERATOR," WHICH WOULD REQUIRE THAT CERTAIN REVISED AND ADDITIONAL DISCLOSURES BE DELIVERED TO EXISTING OR PROSPECTIVE INVESTORS.

THE OFFEREE SHOULD ALSO BE AWARE THAT THE FUND MAY TRADE FOREIGN FUTURES OR OPTIONS CONTRACTS. TRANSACTIONS ON MARKETS LOCATED OUTSIDE THE UNITED STATES, INCLUDING MARKETS FORMALLY LINKED TO A UNITED STATES MARKET, MAY BE SUBJECT TO REGULATIONS WHICH OFFER DIFFERENT OR DIMINISHED PROTECTION TO THE FUND AND ITS INVESTORS. FURTHER, UNITED STATES REGULATORY AUTHORITIES MAY BE UNABLE TO COMPEL THE ENFORCEMENT OF THE RULES OF REGULATORY AUTHORITIES OR MARKETS IN NON-UNITED STATES JURISDICTIONS WHERE TRANSACTIONS FOR THE FUND MAY BE EFFECTED.

NOTICE TO U.S. TAX-EXEMPT INVESTORS IN FLORIDA, U.S.A.

IF THE OFFEREE IS NOT A BANK, A TRUST COMPANY, A SAVINGS INSTITUTION, AN INSURANCE COMPANY, A DEALER, AN INVESTMENT COMPANY (AS DEFINED IN THE COMPANY ACT), A PENSION OR A PROFIT-SHARING TRUST, OR A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT), THE OFFEREE ACKNOWLEDGES THAT ANY SALE OF SHARES TO THE OFFEREE IS VOIDABLE BY THE OFFEREE EITHER WITHIN 3 DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY THE OFFEREE TO THE FUND, OR AN AGENT OF THE FUND, OR WITHIN 3 DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO THE OFFEREE, WHICHEVER OCCURS LATER.

NOTICE TO ALL NON-U.S. RESIDENTS

BEFORE SUBSCRIBING FOR THE SHARES, PROSPECTIVE NON-U.S. INVESTORS MUST CONSULT THEIR OWN LEGAL ADVISORS WITH SPECIFIC REFERENCE TO ANY

REGULATORY NOTICES

(cont.)

RELEVANT SECURITIES OR OTHER LAWS OF THEIR JURISDICTION OF RESIDENCE OR DOMICILE APPLICABLE TO AN INVESTMENT IN THE FUND.

RESIDENTS OF THE CAYMAN ISLANDS

NO OFFER OR INVITATION TO SUBSCRIBE FOR SHARES MAY BE MADE TO THE PUBLIC IN THE CAYMAN ISLANDS UNLESS THE FUND IS LISTED ON THE CAYMAN ISLANDS STOCK EXCHANGE. “PUBLIC” FOR THESE PURPOSES SHALL HAVE THE SAME MEANING AS “PUBLIC IN THE ISLANDS,” AS DEFINED IN THE MUTUAL FUNDS ACT (AS REVISED). HOWEVER, SHARES MAY BE BENEFICIALLY OWNED BY PERSONS RESIDENT, DOMICILED, ESTABLISHED, INCORPORATED OR REGISTERED PURSUANT TO THE LAWS OF THE CAYMAN ISLANDS. THE FUND, HOWEVER, WILL NOT UNDERTAKE BUSINESS WITH THE PUBLIC IN THE CAYMAN ISLANDS OTHER THAN SO FAR AS MAY BE NECESSARY FOR THE CARRYING ON OF THE BUSINESS OF THE FUND EXTERIOR TO THE ISLANDS.

NOTICE TO PROSPECTIVE INVESTORS IN THE UNITED KINGDOM

THIS MEMORANDUM MAY ONLY BE DISTRIBUTED, AND THE SHARES IN THE FUND MAY ONLY BE OFFERED OR PLACED, TO INVESTORS IN THE UNITED KINGDOM (“UK”) TO THE EXTENT THAT: (I) THE INVESTMENT MANAGER HAS COMPLIED WITH THE APPLICABLE REQUIREMENTS INCLUDING NOTIFYING THE UK FINANCIAL CONDUCT AUTHORITY OF ITS INTENTION TO MARKET THE SHARES IN THE FUND TO INVESTORS IN THE UK IN ACCORDANCE WITH REGULATION 59 (MARKETING UNDER ARTICLE 42 OF THE DIRECTIVE) UNDER THE UK ALTERNATIVE INVESTMENT FUND MANAGERS REGULATIONS 2013 (THE “UK AIFM REGULATIONS”); OR (II) THE DISTRIBUTION OF THIS MEMORANDUM OR THE OFFERING OR PLACEMENT OF SHARES IN THE FUND IS MADE AT THE INITIATIVE OF SUCH INVESTORS.

ADDITIONALLY, THE ISSUE OR DISTRIBUTION OF THIS MEMORANDUM IS BEING MADE ONLY TO, OR DIRECTED ONLY AT PERSONS IN THE UK WHO ARE: (I) INVESTMENT PROFESSIONALS WITHIN THE MEANING OF ARTICLE 19 OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 (THE “FP ORDER”) OR ARTICLE 14 OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (PROMOTION OF COLLECTIVE INVESTMENT SCHEMES) (EXEMPTIONS) ORDER 2001 (THE “PCISE ORDER”); (II) HIGH NET WORTH COMPANIES AND CERTAIN OTHER ENTITIES FALLING WITHIN ARTICLE 49 OF THE FP ORDER OR ARTICLE 22 OF THE PCISE ORDER; (III) PERSONS TO WHOM THIS MEMORANDUM MAY BE PROVIDED PURSUANT TO SECTION 4.12B OF THE CONDUCT OF BUSINESS SOURCEBOOK OF THE UK FINANCIAL CONDUCT AUTHORITY; (IV) TO THE EXTENT THAT THE INVESTMENT MANAGER HAS COMPLIED WITH THE REQUIREMENTS OF ARTICLE 59 OF THE UK AIFM REGULATIONS, PERSONS WHO ARE PROFESSIONAL INVESTORS WITHIN THE MEANING OF REGULATION 2(1) OF THE UK AIFM REGULATIONS; OR (V) PERSONS TO WHOM SHARES IN THE FUND MAY OTHERWISE LAWFULLY BE PROMOTED.

THE SHARES IN THE FUND ARE NOT AVAILABLE TO ANY PERSON THAT IS A UK “RETAIL INVESTOR”, INCLUDING ANY CLIENT, BENEFICIARY, PRINCIPAL, OR SIMILAR OF ANY PERSON IN THE UK ACTING AS A TRUSTEE, AGENT, NOMINEE, OR SIMILAR. EACH INVESTOR SHALL BE DEEMED TO HAVE REPRESENTED, WARRANTED AND AGREED TO AND WITH EACH OF THE INVESTMENT MANAGER AND THE FUND THAT: (I) IT IS NOT A RETAIL INVESTOR; AND (II) IT DOES NOT ACT ON BEHALF OF

REGULATORY NOTICES

(cont.)

ANY UK RETAIL INVESTOR IN RESPECT OF ANY INVESTMENT IN THE FUND. ALTHOUGH THE SHARES COULD BE A PRODUCT WHICH MAY FALL WITHIN THE SCOPE OF THE UK PRIIPS REGULATION, NO PRIIPS KEY INFORMATION DOCUMENT (AS DEFINED IN THE UK PRIIPS REGULATION) WILL BE PREPARED BY THE INVESTMENT MANAGER IN RESPECT OF THE FUND, AS THE SHARES IN THE FUND ARE NOT AVAILABLE TO ANY UK RETAIL INVESTOR FOR THE PURPOSES OF THE UK PRIIPS REGULATION.

FOR THE PURPOSES OF THE ABOVE, “UK PRIIPS REGULATION” IS DEFINED TO MEAN THE PRIIPS REGULATION AS RETAINED AS UK LAW BY THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 (THE “EUWA”) AND AS AMENDED BY UK DOMESTIC LAW; “RETAIL INVESTOR” IS DEFINED IN THE UK PRIIPS REGULATION TO INCLUDE A “RETAIL CLIENT” AS DEFINED IN REGULATION (EU) 600/2014 AS RETAINED AS UK LAW BY EUWA AND AS AMENDED BY UK DOMESTIC LAW.

NOTICE TO PROSPECTIVE INVESTORS IN THE EUROPEAN ECONOMIC AREA

IN RELATION TO ANY MEMBER STATE OF THE EUROPEAN ECONOMIC AREA THAT HAS IMPLEMENTED THE EUROPEAN UNION (“EU”) ALTERNATIVE INVESTMENT FUND MANAGERS DIRECTIVE (DIRECTIVE 2011/61/EU, THE “AIFMD”) (EACH, A “RELEVANT MEMBER STATE”), THIS MEMORANDUM MAY ONLY BE DISTRIBUTED, AND THE SHARES IN THE FUND MAY ONLY BE OFFERED OR PLACED, TO INVESTORS IN SUCH RELEVANT MEMBER STATE TO THE EXTENT THAT: (I) THE INVESTMENT MANAGER HAS COMPLIED WITH THE APPLICABLE REQUIREMENTS (INCLUDING ANY NOTIFICATION, REGISTRATION OR APPROVAL REQUIREMENT) UNDER THE AIFMD AS IMPLEMENTED IN SUCH RELEVANT MEMBER STATE; OR (II) THE DISTRIBUTION OF THIS MEMORANDUM OR THE OFFERING OR PLACEMENT OF SHARES IN THE FUND IS MADE AT THE INITIATIVE OF SUCH INVESTORS.

THE SHARES IN THE FUND ARE NOT AVAILABLE TO NEW OR ADDITIONAL SUBSCRIPTIONS BY ANY PERSON THAT IS A “RETAIL INVESTOR” (AS DEFINED IN REGULATION (EU) NO 1286/2014 (THE “PRIIPS REGULATION”) AND AS DERIVING FROM THE MEANING OF “RETAIL CLIENT” IN DIRECTIVE 2014/65/EU) INCLUDING ANY CLIENT, BENEFICIARY, PRINCIPAL, OR SIMILAR OF ANY RELEVANT PERSON ACTING AS A DISCRETIONARY INVESTMENT MANAGER, TRUSTEE, AGENT, NOMINEE, OR SIMILAR. EACH INVESTOR SHALL BE DEEMED TO HAVE REPRESENTED, WARRANTED AND AGREED TO AND WITH EACH OF THE INVESTMENT MANAGER AND THE FUND THAT: (I) IT IS NOT A RETAIL INVESTOR; AND (II) IT DOES NOT ACT ON BEHALF OF ANY EU RETAIL INVESTOR IN RESPECT OF ANY INVESTMENT IN THE FUND. ALTHOUGH THE SHARES IN THE FUND COULD BE DEEMED TO BE A PRODUCT WHICH WOULD FALL WITHIN THE SCOPE OF THE PRIIPS REGULATION, NO PRIIPS KEY INFORMATION DOCUMENT (AS DEFINED IN THE PRIIPS REGULATION) WILL BE PREPARED BY THE INVESTMENT MANAGER IN RESPECT OF THE FUND, AS THE FUND IS NOT AVAILABLE TO ANY EU “RETAIL INVESTOR” FOR THE PURPOSES OF THE PRIIPS REGULATION.

DENMARK

THE MEMORANDUM IS NOT A PROSPECTUS WITHIN THE MEANING OF THE DANISH CAPITAL MARKETS ACT (CONSOLIDATED ACT NO 41 OF 13 JANUARY 2023, AS AMENDED OR REPLACED FROM TIME TO TIME) AND REGULATION (EU) 2017/1129 OF

REGULATORY NOTICES

(cont.)

14 JUNE 2017, AS AMENDED FROM TIME TO TIME. THE INVESTMENT MANAGER HAS OBTAINED PERMISSION FROM THE DANISH FINANCIAL SUPERVISORY AUTHORITY TO MARKET INTERESTS IN THE FUND TO PROFESSIONAL INVESTORS IN DENMARK PURSUANT TO SECTION 130 OF THE DANISH ALTERNATIVE INVESTMENT MANAGERS' ACT (CONSOLIDATED ACT NO. 2015 OF 1 NOVEMBER 2021). HENCE, NOTHING IN THE MEMORANDUM IS DIRECTED TO OR INTENDED FOR INVESTORS WHO ARE NOT PROFESSIONAL INVESTORS AS DEFINED IN SECTION 3(1)(39) OF THE DANISH ALTERNATIVE INVESTMENT MANAGERS' ACT.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Memorandum contains forward-looking statements. All statements, other than statements of historical fact, that address activities, events or developments that the Fund or the Investment Manager believe, expect or anticipate will or may occur in the future (including, without limitation, statements regarding any objectives and strategies of the Fund) are forward-looking statements. These forward-looking statements reflect the current expectations, assumptions or beliefs of the Fund or the Investment Manager based on information currently available to such persons. Forward-looking statements are subject to a number of risks and uncertainties that may cause the actual results of the Fund to differ materially from those described in the forward-looking statements, and even if such actual results are realized or substantially realized, there can be no assurance that they will have the expected consequences to, or effects on, the Fund. Factors that could cause actual results or events to differ materially from current expectations include, among other things, volatility in financial markets, fluctuations in currency exchange rates and interest rates, tax consequences, changes in law and other risks associated with the Fund's trading and investment program. Any forward-looking statement speaks only as of the date as of which it is made; and, except as may be required by applicable securities or commodities law, the Fund disclaims any intent or obligation to update any forward-looking statement, whether as a result of new information, future events or results or otherwise. Although the Fund and the Investment Manager believe that the assumptions inherent in the forward-looking statements are reasonable, forward-looking statements are not guarantees of future performance and, accordingly, undue reliance should not be put on such statements due to the inherent uncertainty thereof.

LINONIA PARTNERS OFFSHORE FUND LTD.

DIRECTORY

Registered Office of the Fund

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PO Box 309, Ugland House
Grand Cayman KY1-1104
Cayman Islands

General Partner of the Master Fund

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Administrator of the Fund

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c/o Morgan Stanley Fund Services (Ireland)
Limited
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Administrator of the Master Fund

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U.S. Counsel to the Investment Manager

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Prime Broker to the Master Fund

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Directors of the Fund

Philip Dickie
Alex Ehrlich
Philip Uhde

Investment Manager

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Auditors to the Fund and the Master Fund

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Cayman Islands

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LINONIA PARTNERS OFFSHORE FUND LTD.

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All “Dollar” or “\$” amounts in this Memorandum refer to U.S. Dollars.

The Fund’s Form of Subscription Agreement is separately delivered.

LINONIA PARTNERS OFFSHORE FUND LTD.

SUMMARY

*The following summary is qualified in its entirety by reference to the more detailed information included elsewhere in this Confidential Private Offering Memorandum (“**Memorandum**”) of Linonia Partners Offshore Fund Ltd. (the “**Fund**”), the Memorandum and Articles of Association of the Fund, as amended and restated from time to time (the “**Articles**”) and in the other Material Contracts identified under “General — Material Contracts.”*

The terms of the Material Contracts, which are the controlling documents, are incorporated by reference herein. This Memorandum contains only outline descriptions of the Material Contracts, which are either delivered together with this Memorandum or available upon request from the Investment Manager. Capitalized terms used but not otherwise defined herein have the meanings assigned to them in the Material Contracts.

The Fund

The Fund

Linonia Partners Offshore Fund Ltd. is a private investment fund incorporated as a Cayman Islands exempted company on April 27, 2023. The Master Fund commenced investment operations on June 14, 2023, and the Fund commenced investment operations on July 1, 2023.

“Master-Feeder” Structure

The Fund operates as a “feeder fund,” investing all of its capital in Linonia Partners Fund LP, a Delaware limited partnership (the “**Master Fund**”), except for such capital as the Investment Manager determines may be reasonably necessary or appropriate to pay any fees, expenses or other costs related to the Fund itself. The Fund, together with any other “feeder funds” organized by the Investment Manager or its affiliates to invest all or substantially all of their capital in the Master Fund in the future, are collectively referred to herein as the “**Feeder Funds**.”

In addition to acting as a “master fund” for the Feeder Funds, the Master Fund also accepts direct investments from certain qualified investors that are not Feeder Funds (“**Direct Investors**”).

Although not currently contemplated, the Master Fund may in the future conduct all or a portion of its trading and investing activities indirectly through one or more other investment subsidiaries (“**Investment Subsidiaries**”) for tax, regulatory or other reasons. Investment Subsidiaries may be organized in jurisdictions other than the United States, as determined by the Investment Manager.

The Fund, any other Feeder Funds, the Master Fund and any Investment Subsidiaries are collectively referred to herein as the “**Linonia Partners Funds**.”

SUMMARY (cont.)

“Master-Feeder” Structure (cont.)

The Fund is required to invest all of its capital in the Master Fund, except for such capital as the Investment Manager determines may be reasonably necessary or appropriate to pay any fees, expenses or other costs related to the Fund itself (although it is currently anticipated that all of the operating costs and expenses of the Feeder Funds will be paid by the Master Fund on behalf of the Feeder Funds). Accordingly, an investment in the Fund is the functional and economic equivalent of an investment in the Master Fund.

References to the Fund investing “all of its capital” in the Master Fund exclude capital the Investment Manager determines should be reserved by the Fund to pay any fees, expenses or other costs related to the Fund directly, and references to the trading and investment activities, strategies and objectives of, and the payment of fees and expenses by, the Fund mean the Fund doing so indirectly through its investment in the Master Fund.

The General Partner of the Master Fund

Linonia Capital Partners GP LLC, a Delaware limited liability company, is the general partner of the Master Fund (the “**Master Fund GP**”). The Master Fund GP was formed for the specific purpose of acting as the general partner to the Master Fund.

The Master Fund GP has delegated authority over the management of the Master Fund’s operations and investment activities to the Investment Manager. References to the Master Fund GP include the Investment Manager acting on its behalf pursuant to such delegated authority unless the context otherwise requires.

The Investment Manager

The Linonia Partnership LP, a Delaware limited partnership affiliated with the Master Fund GP (the “**Investment Manager**”), serves as the investment manager to the Fund and the Master Fund pursuant to the terms of an investment management agreement (the “**Investment Management Agreement**”).

The Investment Manager is registered with the U.S. Securities and Exchange Commission (“**SEC**”) as an investment adviser under the U.S. Investment Advisers Act of 1940, as amended (the “**Advisers Act**”).

Mr. Philip Uhde, the founder and sole principal of the Master Fund GP and the Investment Manager (the “**Principal**”), is ultimately responsible for making all trading and investment decisions for the Fund. Mr. Uhde has invested a substantial portion of his liquid net worth in the Linonia Partners Funds.

Investment Objective and Strategy

The Fund’s objective is to generate attractive absolute total returns over the long-term, and through multiple economic cycles, while minimizing the risk of permanent impairment of capital.

SUMMARY (cont.)

Investment Objective and Strategy (cont.)

The Fund applies a “private equity” lens to the public markets. The Investment Manager conducts fundamental research to identify companies whose long-term prospects it believes may be under-appreciated by public markets investors. Although the Fund generally invests in marketable securities, and in practice owns only a small percentage of each company in which it invests, it generally evaluates each investment as though it were to own the entire company over the long-term.

Although the Fund’s portfolio is generally expected to have a significant “long” bias, the Investment Manager may from time to time short-sell securities that it believes are overvalued. The Investment Manager may also use short positions to hedge against a specific identified company risk (for example, a publicly traded subsidiary) or to hedge against sector exposure.

The Investment Manager favors the following characteristics when evaluating prospective investments:

- dominant market positions (or the potential for dominant market positions in the future);
- companies that play a role in their industries that can be likened to that of an unregulated utility;
- companies that are a small share of system revenues but a high share of system value;
- high revenue retention (low customer churn rates) resulting in “bond-like” or “annuity-like” cashflows;
- franchise assets (such as intellectual property);
- high market shares and/or win rates in their markets and/or channels;
- attractive market structures and end markets;
- substantial free cash flow generation;
- high returns on invested capital (or the potential for returns on capital to improve significantly);
- wide (and/or widening) competitive moats;
- significant pricing power; and
- appropriate capital structures.

SUMMARY (cont.)

Investment Objective and Strategy (cont.)

In order to concentrate the Fund's capital in investments that the Investment Manager believes offer the highest risk-adjusted returns, the Fund's portfolio is generally expected to be concentrated in between five (5) and fifteen (15) "long" positions, with the majority of the Fund's portfolio typically invested in five (5) to ten (10) "high conviction" core positions that the Investment Manager believes to have the potential to rise substantially in value over a three (3) to five (5) year time frame (although actual holding periods may be longer or shorter depending on the Investment Manager's ongoing assessment of the Fund's positions). Accordingly, the Fund is not broadly diversified. Although the Fund has no formal concentration limits or diversification requirements, the Investment Manager generally does not intend to acquire positions that exceed twenty-five percent (25%), or constitute less than four percent (4%), of the Fund's aggregate Net Asset Value at the time of acquisition (other than in limited circumstances, such as where the Fund is in the initial stages of acquiring or closing out a stake in a particular position).

While a concentrated portfolio is conventionally viewed as higher risk (as compared to a more broadly diversified portfolio), the Investment Manager believes concentration can also have the opposite effect because the Fund's portfolio will be significantly weighted towards the highest conviction ideas whose potential risks and rewards have been carefully analyzed (although there can be no assurance the Investment Manager's assessments will be correct or that unanticipated circumstances and events will not arise). The majority of the Fund's portfolio will typically be invested in core positions that the Investment Manager believes to have the greatest potential to rise substantially in value. Usually this means the Investment Manager will target investments that the Investment Manager believes can generate attractive compound annual returns over at least a three (3) to five (5) year time horizon.

The Fund utilizes leverage with respect to its investment activities when deemed appropriate by the Investment Manager. The use of leverage increases both the proportionate amount of potential gain, as well as potential loss, relative to the Fund's equity capital. If the value of a margin position declines, the Fund's prime broker or other counterparty may be entitled to liquidate the securities serving as collateral for such margin position, resulting in a loss proportionately greater than would be the case absent such use of leverage. The Investment Manager will not initiate positions that would result in the Master Fund's portfolio being greater than 150% net long.

See "The Fund's Investment Objective and Strategy," below, for a more detailed description of the Fund's investment strategy.

There can be no assurance that the Fund will achieve its investment objectives or avoid incurring substantial losses. Investors should carefully consider the risks associated with an investment in the Fund, including those outlined below under "Certain Risk Factors."

SUMMARY (cont.)

Limited Performance History

As of the date of this Memorandum, the Investment Manager, the Fund and the Master Fund have only limited operating and performance history.

The past performance of the Fund is not necessarily indicative of future results. Similarly, the past performance of the Principal managing other accounts implementing similar strategies to the Fund is not necessarily indicative of the Fund's future results. There can be no assurance that the performance of the Fund will be comparable in the future to what the Fund, or any other account managed by the Principal while associated with other investment management firms, has been in the past.

The Offering

The Offering

The Fund generally intends to offer non-voting redeemable participating shares ("**Shares**") on a continuous basis as of the beginning of each calendar month or such other dates as the Investment Manager may determine (each, a "**Subscription Date**").

Founders Shares

The Fund initially offered Series A1 Founders Shares ("**Series A1 Founders Shares**") and Series A2 Founders Shares ("**Series A2 Founders Shares**") (together, "**Founders Shares**") during a limited offering period that expired on June 30, 2024 (the "**Founders Investment Period**"), subject to the Founders Capacity Rights (as described below).

The Series A1 Founders Shares and Series A2 Founders Shares are identical except that Series A1 Founders Shares and Series A2 Founders Shares are subject to Performance Allocations determined pursuant to different calculation methodologies, as summarized under the section captioned "*Financial Terms — Performance Allocations*" below and set out in more detail under the section captioned "*Fees and Expenses; Performance Allocations — Performance Allocations.*"

Qualifying investors may subscribe for only Series A1 Founders Shares or Series A2 Founders Shares, as well as subscribe for and hold both Series A1 Founders Shares and Series A2 Founders Shares.

Founders Capacity Rights

Any Shareholder (as defined below) issued Founders Shares in respect of such Shareholder's initial Subscription to the Fund will have the right (but not the obligation), at any time prior to the twenty-fourth (24th) calendar month-end following the Subscription Date on which such initial subscription was made, to make one or more additional subscriptions for Founders Shares in an aggregate amount up to the amount of such Shareholder's aggregate subscriptions for Founders Shares during the Founders Investment Period (the "**Founders Capacity Rights**").

Founders Capacity Rights (cont.)

Shareholders exercising their Founders Capacity Rights may subscribe for either Series A1 Founders Shares or Series A2 Founders Shares (or both) at their election, irrespective of the amount of their aggregate subscriptions for Series A1 Founders Shares or Series A2 Founders Shares during the Founders Investment Period.

SUMMARY (cont.)

B Shares

The Fund is currently offering Series B1 Shares (“**Series B1 Shares**”), Series B2 Shares (“**Series B2 Shares**”) and Series B3 Shares (“**Series B3 Shares**”) (together, “**B Shares**”).

The B Shares differ from the other series of Shares with respect to their Redemption terms, Management Fee terms and certain aspects of their Performance Allocation terms (each as defined below).

Investors may subscribe for only Series B1 Shares, Series B2 Shares or Series B3 Shares, as well as subscribe for and hold multiple series of B Shares or B Shares and the C Shares (as defined below).

The B Shares are expected to be offered to prospective investors during a limited offering period which will expire on December 31, 2025 (the “**B Shares Investment Period**”), subject to the B Shares Capacity Rights (as described below).

B Shares Capacity Rights

Any Shareholder issued B Shares in respect of such Shareholder’s initial Subscription to the Fund will have the right (but not the obligation), at any time prior to the twenty-fourth (24th) calendar month-end following the Subscription Date on which such initial subscription was made, to make one or more additional subscriptions for B Shares in an aggregate amount up to the amount of such Shareholder’s aggregate subscriptions for B Shares during the B Shares Investment Period (the “**B Shares Capacity Rights**”).

Shareholders exercising their B Shares Capacity Rights may subscribe for any of Series B1 Shares, Series B2 Shares or Series B3 Shares at their election, irrespective of the amount of their aggregate subscriptions for Series B1 Shares, Series B2 Shares or Series B3 Shares during the B Shares Investment Period.

C Shares

The Fund is currently offering Series C1 Shares (“**Series C1 Shares**” or “**C Shares**”).

The C Shares differ from the other series of Shares with respect to their Redemption terms, Management Fee terms and certain aspects of their Performance Allocation terms.

Investors may subscribe for only Series C1 Shares, as well as subscribe for and hold multiple series of B Shares and Series C1 Shares.

C Shares (cont.)

The C Shares are expected to be offered to prospective investors during a limited offering period which will expire on December 31, 2025 (the “**C Shares Investment Period**”), subject to the C Shares Capacity Rights (as described below).

SUMMARY (cont.)

C Shares Capacity Rights

Any Shareholder issued C Shares will have the right (but not the obligation), at any time after such Shareholder's admission to the Fund, to make one or more additional subscriptions for C Shares in an aggregate amount up to \$4 for each \$1 that is invested during the C Shares Investment Period (the "**C Shares Capacity Rights**"). By way of example (and solely for illustrative purposes), if a Shareholder's aggregate Subscriptions during the C Shares Investment Period totals \$150 million of Series C1 Shares, such Shareholder will be permitted to invest an additional amount of up to \$600 million of Series C1 Shares in the aggregate over the duration of its time as a Shareholder.

Additional Classes or Series of Shares

The Fund may in the future offer one or more additional or customized classes or series of Shares on terms different from those of other classes or series which may include, but are not limited to, currency denominations, investment minimums, fee structures, liquidity, voting and distribution rights; *provided*, that the Investment Manager does not believe doing so will have a material adverse effect on existing Shareholders or violate applicable law or regulations.

Except for the Founders Capacity Rights, the B Shares Capacity Rights and the C Shares Capacity Rights, the Fund may cease offering any class or series of Shares at any time without providing notice to, or receiving consent from, the Shareholders.

Minimum Investment

The minimum initial investment ("**Subscription**") by each investor in the Fund (each, a "**Shareholder**") is \$25 million with respect to Founders Shares, \$50 million with respect to Series B1 Shares and \$100 million with respect to Series B2 Shares, Series B3 Shares and Series C1 Shares. In general, additional Subscriptions may be made in whole multiples of \$1,000,000, whether at the time of an initial Subscription or thereafter unless otherwise agreed by the Investment Manager.

The Fund may accept or reject subscriptions in whole or in part, and waive the foregoing minimums (subject to a regulatory minimum initial investment amount of \$100,000 or such other amount as prescribed under Cayman Islands law) in its discretion.

Investments by Investment Manager Parties

One or more of the Investment Manager, its affiliates and/or their respective employees are permitted to invest either directly or indirectly in the Fund. Such investments generally will not be subject to Management Fees and Performance Allocations (as defined below), but are otherwise generally subject to the same investment terms as other Shareholders.

SUMMARY (cont.)

Individual Sub-Series of Shares

The Fund will issue a separate sub-series of the applicable series of Shares (“**Sub-Series**”) in respect of each Shareholder with a Net Asset Value determined separately based on such Shareholder’s individual investment experience in the Fund. However, if a Shareholder subscribes for Shares subject to different terms, such Shareholder will be issued separate Sub-Series of Shares that will be accounted for separately as though they were held by different Shareholders (including for purposes of effectuating Redemptions and calculating Management Fees and Performance Allocations). Similarly, in the case of certain series, if a Shareholder makes more than one subscription for the same series of Shares on different Subscription Dates, the Fund may issue a separate Sub-Series for purposes of accounting for each subscription separately.

Each Sub-Series participates in the performance of the Fund in accordance with the fraction (expressed as a percentage; such Sub-Series’ “**Proportionate Share**”) the numerator of which is the Gross Asset Value (as defined below) of such Sub-Series and the denominator of which is the aggregate Gross Asset Value of all Sub-Series of Shares. Proportionate Shares are determined as of the beginning of each accounting period to reflect any subscriptions then effective, and any Redemptions effective as of the end of the preceding accounting period, and any other applicable adjustments.

“**Net Asset Value**” of the Fund (or a series or Sub-Series) equals the value of the Fund’s assets less all liabilities (or the assets and liabilities attributable to a series or Sub-Series), including, but not limited to, Management Fees and accrued Performance Allocations not yet made.

“**Gross Asset Value**” of the Fund (or a series or Sub-Series) equals Net Asset Value after reduction for all accrued expenses but prior to reduction for the Management Fee being calculated at the beginning of each month and any accrued Performance Allocations that would be made were the date of determination the end of a Performance Allocation Calculation Period.

A “**Performance Allocation Calculation Period**” begins each January 1 and ends each December 31 (or if a Master Fund Account (as defined below) is established after January 1, the period from the effective date of the corresponding Subscription and the immediately following December 31).

SUMMARY (cont.)

Master Fund Accounts In general, all accounting procedures and financial allocations are made at the Master Fund level (which are reflected in the Net Asset Value of each Shareholder's Sub-Series of Shares). In particular, all Management Fees and Performance Allocations are calculated and paid/made by the Master Fund (and not by the Fund directly). In order to facilitate the equitable allocation of fees, expenses and Performance Allocations among different Shareholders, the Master Fund establishes a separate sub-capital account (a "**Master Fund Account**") corresponding to each Sub-Series of Shares held by a Shareholder. All expenses, Management Fees and Performance Allocations paid or made by the Master Fund in respect of a particular Master Fund Account result in a corresponding decrease in the Net Asset Value of the Shareholder's Sub-Series corresponding to such Master Fund Account.

References in this Memorandum to a Shareholder's Sub-Series include reference to the corresponding Master Fund Account(s) for purposes of calculating Management Fees and Performance Allocations.

Placement Agents Shares are currently being offered directly by the Fund. The Investment Manager and/or the Fund may also engage duly licensed selling agents to assist in marketing the Shares, which may include one or more affiliates of the Investment Manager. Shareholders introduced to the Fund through a placement agent may be subject to initial and/or ongoing placement or referral fees to the persons who introduced such Shareholders. All affected investors will be informed of any such fees applicable to their Subscription prior to the acceptance of such Subscription (and may, if they wish, thereupon revoke their Subscription). The Investment Manager and the Master Fund GP may also compensate persons who introduce investors out of their own resources (including by sharing a portion of their Management Fees and/or Performance Allocations with such placement agents).

Eligible Investors In general, only: (i) U.S. tax-exempt investors that are both "accredited investors," as defined in Regulation D under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), and "qualified purchasers," as defined in the U.S. Investment Company Act of 1940, as amended (the "**Company Act**"); and (ii) certain non-U.S. investors may acquire Shares. All Shareholders must also be financially sophisticated and capable of evaluating the merits and risks of an investment in the Fund.

The Subscription Agreement contains detailed information concerning the Shareholder qualifications required to invest in the Fund.

SUMMARY (cont.)

ERISA

During any time that the underlying assets of the Master Fund are considered for the purposes of Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”), to be assets of employee benefit plans and other plans, the investments of the Master Fund may, in certain cases, be limited by such laws. Trustees or administrators of tax-exempt entities should consult their own legal and tax advisors. *See “Investments by Benefit Plan Investors” below for more information.*

Financial Terms

Organizational and Initial Offering Costs

The Master Fund will pay (or reimburse the Investment Manager or its affiliates) for all organizational and initial offering costs of the Linonia Partners Funds including, but not limited to, all legal, accounting, printing and other expenses.

The Master Fund is amortizing such costs for Gross Asset Value purposes in up to sixty (60) approximately equal monthly installments, beginning as of June 2023. The Master Fund GP may, however, determine to accelerate such amortization over a shorter period (or all at once).

Ongoing Operating Costs and Expenses

The Master Fund generally pays all of the ongoing operating and offering costs of the Linonia Partners Funds including, but not limited to, transaction, accounting, auditing, administrative, custody, transfer, reporting, tax, regulatory, and legal fees and expenses, as well as any unanticipated or non-recurring costs and expenses (such as taxes, litigation or settlement costs, and indemnification expenses, if any).

In general, all of the ongoing operating costs and expenses of the Linonia Partners Funds are aggregated and allocated among the Master Fund Accounts *pro rata* in accordance with their respective Net Asset Values, irrespective of whether a particular cost or expense was incurred solely or disproportionately by one or fewer than all Linonia Partners Funds. However, if the Master Fund GP determines that a material cost or expense relates solely or disproportionately to only one or fewer than all Linonia Partners Funds, the Master Fund GP may, but is not obligated to, specially allocate such cost or expense solely or disproportionately to the Master Fund Accounts attributable to such Linonia Partners Fund(s).

None of the Linonia Partners Funds bear any of the internal overhead expenses of the Master Fund GP or the Investment Manager (such as salaries, bonuses or office rent).

See “Fees and Expenses; Performance Allocations” below for more detailed information regarding the costs and expenses payable by the Master Fund.

SUMMARY

(cont.)

“Soft Dollars”

The Master Fund may bear the costs of certain products and services received by the Investment Manager that constitute “brokerage and research services” under Section 28(e) (“**Section 28(e)**”) of the U.S. Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). The Master Fund may pay for these products and services directly and/or through “soft dollar” arrangements if the Investment Manager reasonably believes such arrangements fall within the “safe harbor” for “bona fide research services” established by Section 28(e). Such products and services may benefit Other Accounts in addition to the Fund.

Monthly Management Fee

Each Shareholder holding a Sub-Series of Shares is subject to a monthly management fee (“**Management Fee**”), calculated and paid to the Investment Manager monthly in advance, equal to one-twelfth (1/12) of a percentage (the “**Applicable Percentage**”) of the Gross Asset Value of each Shareholder’s Sub-Series.

The Management Fee is calculated and paid at the Master Fund level based on the Master Fund Account balance attributable to each Shareholder’s Sub-Series. If a Shareholder holds more than one Sub-Series of Shares subject to different Management Fee terms, the Management Fee is calculated separately in respect of each of the Master Fund Account balances corresponding to each such Sub-Series.

Management Fee Calculation for Founders Shares

If the Master Fund’s aggregate Net Asset Value is equal to or less than \$1 billion, the Applicable Percentage for Founders Shares equals 1.00% (a 0.0833% monthly rate).

If the Master Fund’s aggregate Net Asset Value exceeds \$1 billion, the Applicable Percentage for Founders Shares is determined by applying a 1.00% per annum rate to the Master Fund’s first \$1 billion in aggregate Net Asset Value, and a reduced 0.50% per annum rate to the Master Fund’s aggregate Net Asset Value in excess of \$1 billion, in accordance with the following formula (where “X” equals the Master Fund’s aggregate Net Asset Value):

$$((\$1\text{BN} \times 1.00\%) + ((X - \$1\text{BN}) \times 0.50\%)) / X = \text{the Applicable Percentage.}$$

For example (and solely for illustrative purposes), if the Master Fund’s aggregate Net Asset Value equals \$3 billion, the Applicable Percentage would be 0.6667% (a 0.05556% monthly rate):

$$((\$1\text{BN} \times 1.00\%) + ((\$3\text{BN} - \$1\text{BN}) \times 0.50\%)) / \$3\text{BN} = 0.6667\%.$$

SUMMARY (cont.)

Monthly Management Fee (cont.)

For the avoidance of doubt, Series A1 Founders Shares and Series A2 Founders Shares are subject to the same Management Fee rate (as described above), and the Master Fund's Net Asset Value for purposes of calculating Management Fees is based on the Master Fund's overall Net Asset Value (and not just the Net Asset Value attributable to the Series A1 Founders Shares and/or Series A2 Founders Shares).

Management Fee Calculation for Series B1 Shares

The Applicable Percentage for Series B1 Shares equals 1.25% (a 0.1042% monthly rate).

Management Fee Calculation for Series B2 Shares and Series B3 Shares

The Applicable Percentage for Series B2 Shares and Series B3 Shares equals 1.00% (a 0.0833% monthly rate), except that Shareholders holding Series B2 Shares or Series B3 Shares that have made Net Subscriptions (as defined below) of greater than \$250 million, will be credited with a Management Fee step-down if the Master Fund's aggregate Net Asset Value attributable to fee paying investors is greater than \$6.5 billion.

In such event, the Applicable Percentage for Series B2 Shares and Series B3 Shares for Shareholders who have made Net Subscriptions to the Fund greater than \$250 million in the aggregate is determined by applying a 1.00% per annum rate to the Master Fund's first \$6.5 billion in aggregate Net Asset Value attributable to fee paying investors, and a reduced 0.75% per annum rate to the Master Fund's aggregate Net Asset Value attributable to fee paying investors in excess of \$6.5 billion, in accordance with the following formula (where "X" equals the Master Fund's aggregate Net Asset Value attributable to fee paying investors):

Series B2 Shares and Series B3 Shares with Net Subscriptions of greater than \$250 million

$$((\$6.5\text{BN} \times 1.00\%) + ((X - \$6.5\text{BN}) \times 0.75\%)) / X = \text{the Applicable Percentage.}$$

A Shareholder's "**Net Subscriptions**" equal the cost amount of all of its Subscriptions *minus* the amount of all of its Redemptions calculated without regard to any intervening appreciation or depreciation.

SUMMARY

(cont.)

Monthly Management Fee (cont.) Management Fee Calculation for Series C1 Shares

The Applicable Percentage for Series C1 Shares equals 1.00% (a 0.0833% monthly rate), subject to the C Series Step-Down or the C Series Accelerated Step-Down (each as defined below).

Eligibility. In order to be eligible for the C Series Step-Down, a Shareholder must make Net Subscriptions of greater than \$250 million across all series of Shares within seven years following such Shareholder's initial investment in the Fund. In order to be eligible for the C Series Accelerated Step-Down, a Shareholder must make Net Subscriptions of greater than \$350 million across all series of Shares within seven years following such Shareholder's initial investment in the Fund.

Application. A Shareholder that is eligible for the C Series Step-Down will be credited with a Management Fee step-down if (x) such Shareholder has made Net Subscriptions across all series of Shares of greater than \$250 million or holds Shares that have a market value of greater than \$350 million and (y) the Master Fund's aggregate Net Asset Value attributable to fee paying investors is greater than \$6.5 billion (the "**C Series Step-Down**"). A Shareholder that is eligible for the C Series Accelerated Step-Down will be credited with an "accelerated" Management Fee step-down if (x) such Shareholder has made Net Subscriptions across all series of Shares of greater than \$500 million or holds Shares that have a market value of greater than \$500 million and (y) the Master Fund's aggregate Net Asset Value attributable to fee paying investors is greater than \$3.5 billion (the "**C Series Accelerated Step-Down**"). For the avoidance of doubt, upon reaching either \$250 million or \$350 million in Net Subscriptions within the seven year timeframe from a Shareholder's initial subscription, such Shareholder, for as long as it remains invested in the Fund, will obtain eligibility for the C Series Step-Down or the C Series Accelerated Step-Down, respectively. However, the application of each of the C Series Step-Down or the C Series Accelerated Step-Down, as of each date a Management Fee is calculated and charged, will depend on the satisfaction of both of the relevant foregoing provisions (x) and (y).

The Applicable Percentage for Series C1 Shares subject to a C Series Step-Down is determined by applying a 1.00% per annum rate to the Master Fund's first \$6.5 billion in aggregate Net Asset Value attributable to fee paying investors, and a reduced 0.75% per annum rate to the Master Fund's aggregate Net Asset Value attributable to fee paying investors in excess of \$6.5 billion, in accordance with the following formula (where "X" equals the Master Fund's aggregate Net Asset Value attributable to fee paying investors):

Series C1 Shares under the C Series Step-Down

$$((\$6.5\text{BN} \times 1.00\%) + ((X - \$6.5\text{BN}) \times 0.75\%)) / X = \text{the Applicable Percentage}$$

SUMMARY (cont.)

Monthly Management Fee (cont.)

The Applicable Percentage for Series C1 Shares subject to a C Series Accelerated Step-Down is determined by applying a 1.00% per annum rate to the Master Fund's first \$3.5 billion in aggregate Net Asset Value attributable to fee paying investors, and a reduced 0.75% per annum rate to the Master Fund's aggregate Net Asset Value attributable to fee paying investors in excess of \$3.5 billion, in accordance with the following formula (where "X" equals the Master Fund's aggregate Net Asset Value attributable to fee paying investors):

Series C1 Shares under the C Series Accelerated Step-Down

$$((\$3.5\text{BN} \times 1.00\%) + ((X - \$3.5\text{BN}) \times 0.75\%)) / X = \text{the Applicable Percentage.}$$

Performance Allocations

The Shares are subject to Performance Allocations determined pursuant to the different calculation methodologies as summarized below.

Series A1 Founders Shares, Series B1 Shares and Series B2 Shares

Each Shareholder's Sub-Series of Series A1 Founders Shares, Series B1 Shares and Series B2 Shares is subject to a 20% annual Performance Allocation based on the amount by which new appreciation achieved by such series (calculated on a high water mark basis) exceeds a 6% cumulative hurdle amount. Series A1 Founders Shares are subject to, in some instances, a clawback for negative performance in the following fiscal year.

Series A2 Founders Shares, Series B3 Shares and Series C1 Shares

Each Shareholder's Sub-Series of Series A2 Founders Shares, Series B3 Shares and Series C1 Shares is subject to a 20% Performance Allocation based on the amount by which such series outperforms a hypothetical rate of return of the MSCI ACWI Net Total Return USD Index (*i.e.*, Bloomberg Ticker: NDUEACWF Index). Series A2 Founders Shares are subject to, in some instances, a clawback for Underperformance in the following fiscal year.

Performance Allocations are calculated and made at the Master Fund level in respect of the Master Fund Account corresponding to each Shareholder's Sub-Series of Shares.

The Performance Allocation methodologies applicable to the Shares are complex, and set forth in greater detail below under the section captioned "Fees and Expenses; Performance Allocations — Performance Allocations."

SUMMARY (cont.)

Redemptions

Redemptions	Subject to the applicable Monthly Redemption Allowance (as described below), a Shareholder generally may redeem Shares (a “ Redemption ”) as of the end of each calendar month (a “ Redemption Date ”) upon at least (x) sixty (60) days’ prior written notice, with respect to Founders Shares, and (y) ninety (90) days’ prior written notice, with respect to B Shares or C Shares.
Lock-Up Period for C Shares	The C Shares are subject to a “hard” lock-up period that begins on the Subscription Date of a Shareholder’s initial subscription to the Fund for C Shares and ends on the twenty-fourth (24th) month-end following such Subscription Date, during which time such Shareholder will not be permitted to make a Redemption in respect of its C Shares (the “ C Shares Lock-Up Period ”).
Monthly Redemption Allowance	<p>The maximum amount a Shareholder can redeem from the Fund as of any monthly Redemption Date equals the “Monthly Redemption Allowance” in effect for such Redemption Date.</p> <p>Initially, with respect to Founders Shares, a Shareholder’s Monthly Redemption Allowance equals one-twelfth (1/12) of such Shareholder’s Founders Shares. If a Shareholder redeems the maximum 1/12 Monthly Redemption Allowance of its Founders Shares as of a Redemption Date, such Shareholder’s maximum Monthly Redemption Allowance is increased to 1/11, 1/10, 1/9, 1/8, 1/7, 1/6, 1/5, 1/4, 1/3, 1/2 and 1/1 of the remaining Founders Shares as of the next eleven Redemption Dates on which such Shareholder redeems capital, respectively, which need not be consecutive Redemption Dates, subject to, in each case, the Redemption Reset (as defined below).</p> <p>Initially, with respect to B Shares, a Shareholder’s Monthly Redemption Allowance equals one-twenty-fourth (1/24) of such Shareholder’s B Shares. If a Shareholder redeems the maximum 1/24 Monthly Redemption Allowance of its B Shares as of a Redemption Date, such Shareholder’s maximum Monthly Redemption Allowance is increased to 1/23, 1/22, 1/21, 1/20, 1/19, 1/18, 1/17, 1/16, 1/15, 1/14, 1/13, 1/12, 1/11, 1/10, 1/9, 1/8, 1/7, 1/6, 1/5, 1/4, 1/3, 1/2 and 1/1 of the remaining B Shares as of the next twenty-three Redemption Dates on which such Shareholder redeems capital, respectively, which need not be consecutive Redemption Dates, subject to, in each case, the Redemption Reset.</p>

SUMMARY (cont.)

Monthly Redemption Allowance (cont.)

Initially, with respect to C Shares, a Shareholder's Monthly Redemption Allowance following the conclusion of the C Shares Lock-Up Period equals one-eighteenth ($1/18$) of its C Shares. If a Shareholder redeems the maximum $1/18$ Monthly Redemption Allowance of its C Shares as of a Redemption Date, such Shareholder's maximum Monthly Redemption Allowance is increased to $1/17$, $1/16$, $1/15$, $1/14$, $1/13$, $1/12$, $1/11$, $1/10$, $1/9$, $1/8$, $1/7$, $1/6$, $1/5$, $1/4$, $1/3$, $1/2$ and $1/1$ of the remaining C Shares as of the next seventeen Redemption Dates on which such Shareholder redeems capital, respectively, which need not be consecutive Redemption Dates, subject to, in each case, the Redemption Reset.

However, if a Shareholder (i) does not redeem any Shares for three consecutive Redemption Dates; (ii) redeems less than the applicable maximum Monthly Redemption Allowance in effect for a particular Redemption Date; or (iii) makes a new subscription to the Fund, the Monthly Redemption Allowance will remain at or be "reset" to $1/12$ of such Shareholder's remaining Founders Shares, $1/24$ of such Shareholder's remaining B Shares or $1/18$ of such Shareholder's remaining C Shares, as applicable (the "**Redemption Reset**").

The Monthly Redemption Allowance has been designed to permit a Shareholder to fully redeem (i) such Shareholder's Founders Shares over the course of twelve (12) monthly Redemption Dates, (ii) such Shareholder's B Shares over the course of twenty-four (24) monthly Redemption Dates or (iii) such Shareholder's C Shares over the course of eighteen (18) monthly Redemption Dates following the conclusion of the C Shares Lock-Up Period, as applicable, in approximately equal amounts (*i.e.*, approximately $1/12$ or 8.33% of the number of Founders Shares, approximately $1/24$ or 4.17% of the number of B Shares or approximately $1/18$ or 5.56% of the number of C Shares, as applicable, held by such Shareholder, determined as of the first Redemption Date), but without requiring such Redemption to be made over the course of twelve, twenty-four or eighteen consecutive Redemption Dates, as applicable. A Shareholder may elect not to redeem any Shares as of any one or any two consecutive Redemption Dates without triggering the Redemption Reset, but not three or more consecutive Redemption Dates.

If a Shareholder holds multiple series of Shares, redemptions will be made from the series of Shares so designated by the redeeming Shareholder or, in the absence of such election, on a "first in, first out" or *pro rata* basis, as determined by the Investment Manager.

See the section captioned "Redemptions," below, for a more detailed description of the Monthly Redemption Allowance.

SUMMARY (cont.)

Key Person Events

Upon the occurrence of a Key Person Event (as defined below), all Shareholders will be promptly notified and given the option — which must be exercised within thirty (30) days of receiving such notice (the “**Key Person Event Notice Deadline**”) — to redeem all or any portion of such Shareholder’s Shares without being subject to the applicable Monthly Redemption Allowance limitation or the C Shares Lock-Up Period (if applicable). Such Redemptions shall be effective as of the first calendar month-end that is at least twenty-five (25) days following the Key Person Notice Event Deadline.

A “**Key Person Event**” will occur if the Principal (i) dies, (ii) is unable, by reason of illness or injury, to perform his functions for the Investment Manager for a period of 45 days during any consecutive 180-day period, (iii) for any reason other than death, illness or injury, ceases to devote substantially all of his business time to the day-to-day activities of the Investment Manager (which, for the avoidance of doubt, would not be triggered by reasonable vacation time) or (iv) is no longer primarily responsible for the management of the Fund’s portfolio.

Key Person Event Redemptions are not subject to the Monthly Redemption Allowance or the C Shares Lock-Up Period (if applicable), but remain subject to all other terms applicable to Redemptions generally (except as otherwise specifically set forth above with respect to Key Person Event Redemptions).

Payment of Redemption Proceeds

Redemption proceeds are generally paid within thirty (30) days of the applicable Redemption Date or as soon as reasonably practicable thereafter; *provided*, that the Fund may, but has no obligation to, “hold back” up to 5% of the total estimated Redemption proceeds otherwise payable to a Shareholder in respect of Redemptions made during a single fiscal year until the completion of the Fund’s annual audit for the fiscal year in which the Redemption was effective. The Fund generally does not intend to retain an audit holdback of estimated Redemption proceeds unless a Shareholder has redeemed a substantial majority of its Shares during a particular fiscal year, but may (or may not) do so under any circumstance in its discretion.

Redemption proceeds (including any “holdback”) are held as a general asset of the Fund pending payment and do not participate in the profits or losses of the Fund following the applicable Redemption Date, nor do they accrue any interest.

Suspending the Determination of Net Asset Value, Redemption Dates or Payments

The Directors may suspend the determination of Net Asset Value, Redemption Dates and/or the payment of Redemption proceeds if the Directors determine, among other reasons, it is not reasonably practicable for the Fund or the Master Fund to value a material portion of its assets, or if not doing so would be prejudicial to the Fund or could have a material adverse effect on the continuing Shareholders.

SUMMARY

(cont.)

Mandatory Redemptions

The Directors may require a Shareholder to redeem from the Fund at any time, in whole or in part, for any or no reason.

Dividends

The Fund may pay dividends (“**Dividends**”) if the Master Fund makes a distribution to the Fund, although the Directors presently do not intend to cause the Fund to do so. Dividends, if paid, need not be paid *pro rata* to all Shareholders.

Any Dividend paid to a Shareholder decreases the Net Asset Value of such Shareholder’s Sub-Series and is treated as a Redemption for Performance Allocation purposes.

Transfers

A Shareholder may not pledge, sell, assign, exchange, transfer or otherwise dispose of (“**Transfer**”) all or part of its Shares without the written consent of, and on terms acceptable to, the Investment Manager.

Transfers to new beneficial owners generally will be treated as a Redemption by the transferor (subject to a Performance Allocation, if due) and a new Subscription by the transferee. The foregoing will result in the resetting of the C Shares Lock-Up Period for transfers of C Shares, such that the transferee’s C Shares will be subject to a new C Shares Lock-Up Period. However, the Investment Manager may determine to treat the transferee as if it were the *alter ego* of the transferor for one or more purposes (including in respect of Performance Allocations) and generally intends to do so upon request if the transferee is a “Related Investor” (as determined by the Investment Manager in its sole discretion).

Upon a Transfer, unless such Transfer is made to a Related Investor, Founders’ Shares will lose their classification as such, and the transferred Shares will be converted (by way of redemption and subscription) into (and become subject to the terms, including Management Fees and Performance Allocations applicable to) a Sub-Series of the series of B Shares corresponding to the Founders Shares held by the transferor as of the Transfer date, as determined by the Investment Manager.

See “Redemptions,” below, for more detailed information regarding the liquidity terms applicable to the Shares.

General

Fiscal Year

December 31.

Periodic Reports

The Investment Manager generally intends to provide to each Shareholder: (i) a month-end, unaudited, net performance estimate for the Fund; (ii) a monthly investor statement including the unaudited closing Net Asset Value of such Shareholder’s Sub-Series; and (iii) such other information at such times as the Investment Manager may deem appropriate.

SUMMARY (cont.)

Audited Financial Reports

Shareholders receive audited annual financial statements of the Fund.

The Investment Manager generally expects that the Fund's audited financial statements with respect to a given fiscal year will be available within one hundred twenty (120) days following the end of such fiscal year. There can, however, be no assurance as to when such financial statements will be available (as unforeseeable circumstances could arise that delay completion of an audit).

The Fund's audited financial statements are prepared in accordance with U.S. Generally Accepted Accounting Principles ("GAAP"). The Fund's Gross Asset Values and Net Asset Values are also generally calculated in accordance with GAAP. However, such Gross Asset Values and Net Asset Values for purposes of Redemptions, Management Fees, Performance Allocations and other Fund (and Master Fund) purposes may contain certain non-GAAP components, such as the amortization of organizational and initial offering costs.

Tax Status

The Master Fund and the Fund generally will not be subject to U.S. federal income taxation on their investing or trading activities, other than withholding tax on certain U.S. source dividends, dividend equivalent payments, interest and other fixed or determinable annual or periodical gains, profits and income received. See "*Certain Tax Considerations — United States — The Master Fund and the Fund.*"

The Government of the Cayman Islands does not, under existing legislation, impose any income, corporate or capital gains tax, estate duty, inheritance tax, gift tax or withholding tax upon the Fund, the Master Fund or the Shareholders. 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 Fund or the Master Fund.

Certain investing and trading activities of the Master Fund may be subject to taxation in certain other jurisdictions.

Shareholders are not to construe the contents of this Memorandum or any prior or subsequent communications from the Fund, the Master Fund or the Investment Manager as tax or legal advice. Shareholders are urged to consult with their professional advisors to determine the tax, legal and financial consequences of the holding and disposition of Shares. Further information is contained under the section captioned "*Certain Tax Considerations*," below.

Prime Broker to the Master Fund

Morgan Stanley & Co. LLC (the "**Prime Broker**"). The Master Fund GP may select one or more additional or substitute prime brokers for the Master Fund in the future. The Prime Broker is compensated for its services pursuant to the terms of its engagement. The Prime Broker is regulated by the U.S. Financial Industry Regulatory Authority (the "**FINRA**").

SUMMARY **(cont.)**

Administrator of the Fund	Morgan Stanley Fund Services (Cayman) Ltd. (the “ Administrator ”).
Administrator of the Master Fund	Morgan Stanley Fund Services USA LLC.
Auditor	Deloitte & Touche (Cayman Islands).
U.S. Counsel to the Investment Manager	Sidley Austin LLP, Chicago, Illinois, served as U.S. legal counsel to the Investment Manager as to matters of U.S. law in connection with the organization of the Fund and the preparation of this Memorandum. Sidley Austin LLP does not represent the Fund or any Shareholders in their capacities as such.
Cayman Islands Counsel to the Fund	Maples and Calder (Cayman) LLP serves as Cayman Islands legal counsel to the Fund. Maples and Calder (Cayman) LLP does not represent any Shareholders in their capacities as such.
Additional Information	Prospective investors are invited to contact the Investment Manager with any questions they may have regarding the Fund.

Conflicts of Interest

Other Accounts	The Investment Manager and its affiliates may provide investment management services to “ Other Accounts ” (as herein defined) (e.g., managed accounts, single investor funds and other collective investment vehicles), including Other Accounts that implement substantially similar or overlapping strategies and trade in the same markets as the Fund. From time to time, certain Other Accounts may be in direct competition with the Fund for positions in such markets. In addition, the Investment Manager may give advice and recommend investments to Other Accounts that differ from advice given to, or investments recommended or bought for, the Master Fund even though their investment programs may be the same or substantially similar (for example, due to tax, regulatory, client mandate or other reasons). The Investment Manager may have a financial incentive to favor one or more Other Accounts over the Fund.
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Suitability/Risk Factors

Suitability	Only (1) U.S. tax-exempt investors that are both “accredited investors” and “qualified purchasers” and (2) certain non-U.S. investors are eligible to invest in the Fund, and all prospective investors, either individually or together with their professional advisors, must have the financial sophistication and expertise to evaluate the merits and risks of an investment in the Fund.
Suitability (cont.)	Certain or all “alternative” investment programs — including the Fund — may not be suitable for many investors, and “alternative investments” in general should not exceed a limited portion of the risk segment of an investor’s portfolio.

SUMMARY (cont.)

Risk Factors

The Shares are a speculative and illiquid investment that involve a high degree of risk. There can be no assurance that the Fund will achieve its objective, and investors could lose all or substantially all of their investment in the Fund. Among the risks which prospective investors should note are the following:

- The Investment Manager and the Fund have limited operating and performance history as of the date of this Memorandum. An investment in the Fund is subject to all of the risks associated with “start-up” operations.
- The Fund’s performance can be expected to be volatile, particularly given that the Fund’s portfolio is generally expected to be highly concentrated in a limited number of equity securities.
- The Shares are not freely transferable and are subject to restrictions on Redemptions (including the Monthly Redemption Allowance). There is no secondary market for the Shares, and none will develop.
- The Fund is subject to substantial fees and expenses, which will reduce the Fund’s capital unless offset by profits.
- The Investment Manager has discretionary trading authority over the Master Fund. The use of a single investment adviser reduces diversification and, consequently, increases risk.
- The Fund, the Master Fund GP and the Investment Manager are subject to actual as well as potential conflicts of interest.
- The Fund and the Master Fund are not subject to the same regulatory requirements as regulated U.S. investment companies (e.g., mutual funds) or any other comparable system of regulation.

SEE “CERTAIN RISK FACTORS” AND “CERTAIN CONFLICTS OF INTEREST.”

THE FUND'S INVESTMENT OBJECTIVE AND STRATEGY

Investment Objective

The Fund's objective is to generate attractive absolute total returns over the long-term, and through multiple economic cycles, while minimizing the risk of permanent impairment of capital.

The Fund attempts to achieve its objective by acquiring concentrated positions in a small number of high-quality companies that the Investment Manager believes have the potential, over a multi-year holding period, to appreciate significantly in value. Usually, these companies fit into long-lived investment themes that the Investment Manager assesses are conducive to long-term compounding. Such themes can include vertical market software, marketplaces, unique media content, aerospace, restaurant brands / "QSR", consumer brands, and financial services, among others. The Investment Manager conducts deep fundamental research into its industries to identify the best expressions of these themes and develop a point of view about what target companies may be worth 5+ years in the future. The Investment Manager generally favors monopolistic businesses (businesses that either have a dominant market position or are likely to have an increasingly dominant market position in the future) as well as unique franchises which tend to exhibit many of the same economic characteristics as monopoly businesses. In addition, the Investment Manager generally prizes companies that compete in attractive end markets and enjoy significant growth potential in those end markets. The Investment Manager also favors companies with high revenue retention and low customer churn, though these characteristics are not a prerequisite for investment.

Although the Investment Manager may short-sell securities it believes are either over-valued or could serve as a hedge within the portfolio, the Fund is generally expected to have a significant long bias. The Fund generally invests primarily in equity securities that are listed and traded on internationally recognized exchanges. However, the Investment Manager also searches for opportunities in a broad range of securities and asset classes, and the Fund may also invest in other levels of a company's capital structure such as senior or subordinated debt as well as certain other securities such as credit default swaps, tradable bank loans, exchange-traded funds, options and indexes.

Investment Strategy

Private Equity in the Public Markets. The Fund applies a "private equity" lens to the public markets. The Investment Manager conducts fundamental research to identify companies whose long-term prospects it believes may be under-appreciated by public markets investors. Although the Fund generally invests in marketable securities, and in practice owns only a small percentage of each company in which it invests, it generally evaluates each investment as though it were to own the entire company over the long-term.

The Investment Manager favors the following characteristics when evaluating prospective investments:

- Dominant market positions (or the potential for dominant market positions in the future);
- Companies that play a role in their industries that can be likened to that of an unregulated utility;
- Companies that are a small share of system revenues but a high share of system value;
- High revenue retention (low customer churn rates) resulting in "bond-like" or "annuity-like" cashflows;
- Franchise assets (such as intellectual property);
- High market shares and/or win rates in their markets and/or channels;

- Attractive market structures and end markets;
- Substantial free cash flow generation;
- High returns on invested capital (or the potential for returns on capital to improve significantly);
- Wide (and/or widening) competitive moats;
- Significant pricing power; and
- Appropriate capital structures.

Concentration and Holding Periods

In order to concentrate the Fund's capital in investments that the Investment Manager believes offer the highest risk-adjusted returns, the Fund's portfolio is generally expected to be concentrated in between five (5) and fifteen (15) "long" positions, with the majority of the Fund's portfolio typically invested in five (5) to ten (10) "high conviction" core positions that the Investment Manager believes to have the potential to rise substantially in value over a three (3) to five (5) year time frame (although actual holding periods may be longer or shorter depending on the Investment Manager's ongoing assessment of the Fund's positions). Accordingly, the Fund is not broadly diversified. Although the Fund has no formal concentration limits or diversification requirements, the Investment Manager generally does not intend to acquire positions that exceed twenty-five percent (25%), or constitute less than four percent (4%), of the Fund's aggregate Net Asset Value at the time of acquisition (other than in limited circumstances, such as where the Fund is in the initial stages of acquiring or closing out a stake in a particular position).

While a concentrated portfolio is conventionally viewed as higher risk (as compared to a more broadly diversified portfolio), the Investment Manager believes concentration can also have the opposite effect because the Fund's portfolio will be significantly weighted towards the highest conviction ideas whose potential risks and rewards have been carefully analyzed (although there can be no assurance the Investment Manager's assessments will be correct or that unanticipated circumstances and events will not arise). The majority of the Fund's portfolio will typically be invested in core positions that the Investment Manager believes to have the greatest potential to rise substantially in value. Usually this means the Investment Manager will target investments that the Investment Manager believes can generate attractive compound annual returns over at least a three (3) to five (5) year time horizon.

In addition to the Fund's portfolio exposure being concentrated primarily in a limited number of equity securities, the Fund's exposure also may be concentrated in various other respects, including but not limited to, being concentrated in one or more industry or market sector.

Short Selling

Although the Fund's portfolio is generally expected to have a significant "long" bias, the Investment Manager may from time to time short-sell securities that it believes are overvalued. The Investment Manager may also use short positions to hedge against a specific identified company risk (for example, a publicly traded subsidiary) or to hedge against sector exposure.

Leverage

The Fund may utilize leverage with respect to its investment activities when the Investment Manager deems it appropriate. The amount of direct borrowings which the Fund may have outstanding at any time will not exceed typical margin limits which are fifty percent (50%) of the Fund's portfolio value. The Investment Manager will not initiate positions that would result in the Master Fund's portfolio being greater than 150% net long. Leverage involves the use of borrowed funds, primarily margin borrowings, to increase the amount of invested capital in its long or short securities positions. The use of leverage

increases both the proportionate amount of potential gain, as well as potential loss, relative to the Fund's equity capital. If the value of a margin position declines, the securities serving as collateral for such margin position may be liquidated, resulting in a loss proportionately greater than would be the case absent such use of leverage. The Shareholders' liability is limited to their investment in the Fund.

Cash Equivalent Investments

The Investment Manager intends to concentrate the Fund's portfolio in investments the Investment Manager believes are particularly attractive and have the potential to achieve significant gains over a longer-term holding period. From time to time, a significant portion of the Fund's portfolio may consist of cash or cash equivalents, such as money market funds, pending the identification of opportunities that meet the Investment Manager's investment criteria for the Fund.

No Formal Investment Restrictions

Although the Investment Manager currently anticipates that the Fund's primary investment focus will be on publicly-traded securities traded in the developed markets, the Fund may from time to time invest in or generate exposure to other types of securities or financial instruments, as well as invest in less developed and emerging markets. There are no formal limitations on the markets, financial instruments or geographies in which the Fund may trade, and the Fund is not subject to any formal diversification requirements or concentration limits.

Relationships with Portfolio Companies

As of the date of this Memorandum, the Fund has not acquired investment positions with the intention of seeking control or the ability to influence the management of a particular issuer. Depending on changes in economic conditions or other factors, the Fund may in the future seek control or influential positions with one or more issuers. In addition, there may be situations that, in the judgment of the Investment Manager, require active efforts to seek changes in particular management policies or strategies, or to change management itself. In such situations, the Investment Manager may, either alone or with other investors, make its views known to management and may seek to influence, in a manner consistent with the Fund's investment objectives and resources, the management or policies of a particular issuer.

Currency Hedging

Shares are denominated, and the Fund and the Master Fund value their assets, in U.S. Dollars. The Fund may offer Shares denominated in currencies other than the U.S. Dollar. The Investment Manager may engage in currency hedging at the Master Fund level for and on behalf of the Fund as a whole as well as particular classes, tranches or series of Shares. Any profits, losses and expenses associated with any currency hedging in respect of the Fund or any particular class, tranche or series of Shares, will be allocated solely to the Fund or such class, tranche or series of Shares (as applicable).

Limits of Disclosure

Prospective investors must recognize that the Investment Manager's strategies are proprietary, confidential and continually evolving. The foregoing description of the Investment Manager's strategies is inherently materially limited and does not purport to be complete, either in its general scope or in the descriptions which it does provide. In investing in the Fund, Shareholders are entrusting their capital on a long-term basis to the subjective and discretionary management of the Investment Manager.

NO REPRESENTATION OR ASSURANCE IS MADE THAT THE FUND WILL ACHIEVE ITS INVESTMENT OBJECTIVE OR THAT AN INVESTOR WILL NOT INCUR SUBSTANTIAL LOSSES. RESULTS MAY VARY SUBSTANTIALLY OVER TIME. PROSPECTIVE INVESTORS ARE URGED TO CONSULT WITH THEIR OWN FINANCIAL, LEGAL AND TAX ADVISORS REGARDING THEIR INDIVIDUAL CIRCUMSTANCES AND THE SUITABILITY OF AN INVESTMENT IN THE FUND.

SEE “CERTAIN RISK FACTORS” AND “CERTAIN CONFLICTS OF INTEREST.”

MANAGEMENT

The Board of Directors

The Directors are responsible for the overall management and control of the Fund in accordance with the Articles; however, the Directors have delegated the day-to-day operation of the Fund to service providers, including the Investment Manager and the Administrator. In performing their duties, the Directors are entitled to rely upon, and generally will rely upon, the work performed by, and information received from, such service providers.

The Board of Directors currently consists of three individuals: Mr. Philip Dickie, Mr. Alex Ehrlich (neither of whom are affiliated with the Investment Manager) and Mr. Philip Uhde, the Principal of the Investment Manager. A brief biography of each of Mr. Dickie and Mr. Alex Ehrlich is set forth immediately below. A brief biography of Mr. Uhde is set forth below under “— *Investment Manager.*”

Each of the Directors is registered or licensed, as applicable, under the Director Registration and Licensing Act (As Revised).

Mr. Philip Dickie

Philip Dickie is a Director of The Harbour Trust Co. Ltd. (“**Harbour**”) and is responsible for providing fiduciary services to Harbour’s fund clients, including serving as an independent director for such funds. Mr. Dickie is a Chartered Accountant, a Certified Public Accountant, and a Chartered Alternative Investment Analyst. He began his career at Deloitte in Halifax, Canada in 1994 and was a Manager in the audit group when he left in 1998. He subsequently moved to The Bank of Bermuda Limited in Bermuda, where he gained considerable experience in the valuation and administration of various investment structures, with a focus on offshore investment funds. In 2002, Mr. Dickie joined the Bermuda office, and later the London office, of Union Bancaire Privée, where he was responsible for performing operational due diligence reviews on fund managers and their service providers for five years. Mr. Dickie joined the Harbour team in 2007. The business address for Mr. Dickie is Windward 1, Regatta Office Park, West Bay Road, PO Box 897, Grand Cayman KY1-1103, Cayman Islands.

Mr. Alex Ehrlich

Alex Ehrlich is the chief executive officer of Percapita Group, Inc. (“**Percapita**”), a national digital financial services company that provides access to comprehensive consumer banking products and financial wellness services.

Prior to founding Percapita in 2020, Mr. Ehrlich built and led three of the leading prime brokerage businesses in the world. He was one of the co-founders of Goldman Sachs' Prime Brokerage business in the early 1990s, co-heading that business as a Managing Director in Europe and Asia until his departure in 2003. He went on to lead Prime Brokerage at UBS for six years, and then co-headed Prime Brokerage for over ten years at Morgan Stanley, where he also oversaw the Listed Derivatives and Fund Administration businesses, served on the Institutional Equities and Securities Operating Committees, and chaired the Diversity Council of the investment bank. The business address of Mr. Ehrlich is 169 Madison Avenue, Suite 2309, New York, New York 10016.

Mr. Ehrlich is a non-executive director of Sharegain PLC, serves on the national board of iMentor and is a Trustee of the University of Mount Saint Vincent.

Except for Directors affiliated with the Investment Manager, the Directors are entitled to remuneration. The Directors also may be paid all traveling, hotel and other expenses properly incurred by them in attending meetings of the Directors or any committee of the Directors or any general meeting or any separate meeting of the holders of Shares or debentures of the Fund or otherwise held in connection with the business of the Fund.

Any Director may hold any other office in connection with the Fund (other than the office of the Fund's independent auditors) in conjunction with his or her office of Director on such terms as to tenure of office and otherwise as the Directors may determine. Any Director also may act in a professional capacity (other than as the Fund's independent auditors) and he or she (or his or her firm) will be entitled to remuneration for such services as if he or she were not a Director. A Director may contract with the Fund; *provided*, that the Director declares his or her interest or gives notice of his or her interest as soon as practicable after the Director obtains such interest.

A Director may vote or be counted in the quorum in respect of certain contracts in which the Director is materially interested other than as a Shareholder; *provided*, that such Director declares such interest prior to the taking of the vote.

Directors' Standard of Liability; Indemnification

Each Director and officer of the Fund (which, for the avoidance of doubt, does not include any auditor), together with each former Director and former officer of the Fund (each an "**Indemnified Person**"), will be indemnified out of the assets of the Fund against any liability, action, proceeding, claim, demand, costs, damages or expenses, including legal expenses, whatsoever which they or any of them may incur as a result of any act or failure to act in carrying out their functions other than such liability (if any) that they may incur by reason of their own actual fraud, willful default or reckless or intentional misconduct. No Indemnified Person will be liable to the Fund for any loss or damage incurred by the Fund as a result (whether direct or indirect) of the carrying out of their functions unless that liability arises through the actual fraud, willful default or reckless or intentional misconduct of such Indemnified Person. No person will be found to have committed actual fraud, willful default, bad faith or reckless or intentional misconduct under the Articles unless or until a court of competent jurisdiction has made a finding to that effect.

The Master Fund GP

Linonia Capital Partners GP LLC, a Delaware limited liability company, is the general partner of the Master Fund (the "**Master Fund GP**"). Mr. Philip Uhde is the sole managing member of the Master Fund GP. The Master Fund GP was organized for the specific purpose of serving in such capacity for the Master Fund.

The Master Fund GP does not have any employees. Pursuant to the Investment Management Agreement, the Master Fund GP has delegated discretionary authority to the Investment Manager over the: (i) trading and investment activities of the Master Fund; and (ii) management of the business and affairs of the Master Fund, subject to the ultimate supervision of the Master Fund GP. References to the Master Fund GP herein also refer to the Investment Manager acting on its behalf pursuant to such delegated authority unless the context otherwise requires.

The Investment Manager

The Linonia Partnership LP, a Delaware limited partnership affiliated with the Master Fund GP (the “**Investment Manager**”), serves as the investment adviser to the Fund and the other Linonia Partners Funds.

The Fund’s Directors have delegated responsibility for the day-to-day operations and the investment decisions of the Fund to the Investment Manager pursuant to the Investment Management Agreement. However, at the Fund level, the Investment Manager principally provides administrative and client-relations services, as the Fund is required to invest all of its capital in the Master Fund, except for such capital as the Investment Manager determines may be reasonably necessary or appropriate to pay any fees, expenses or other costs related to the Fund itself. At the Master Fund level, the Investment Manager has been delegated plenary authority to direct the trading and investment activities of the Linonia Partners Funds. References to the Investment Manager’s trading and investment activities on behalf of the Fund refer to the Fund’s investment in the Master Fund, and the trading and investment activities directed by the Investment Manager on behalf of the Master Fund.

The Investment Manager is registered with the SEC as an investment adviser under the Advisers Act. Status as a registered investment adviser with the SEC does not imply that the Investment Manager has achieved a certain level of skill or training nor does it require that any testing, capitalization or other mandated “fitness” requirements have been satisfied, as no such requirements apply.

Although the Fund’s investment strategy may include trading in certain financial futures and derivatives, the Investment Manager is not required to register as a “commodity pool operator” with the CFTC with respect to the Fund pursuant to an exemption provided by CFTC Rule 4.13(a)(3). However, if the Investment Manager determines that it is in the best interests of the Fund to trade commodity interests to a greater extent than is permitted under the CFTC Rule 4.13(a)(3) exemption, the Investment Manager may register with the CFTC as a commodity pool operator and commodity trading advisor and become a member of the U.S. National Futures Association (the “NFA”) in such capacities.

Such registrations and memberships in no respect indicate that the Investment Manager has achieved any level of expertise or qualification, much less that the SEC or any other regulatory agency has in any respect recommended or approved of the Investment Manager, the Fund or the offering of the Shares. Nor will the CFTC or the NFA do so should the Investment Manager become registered with the CFTC and a member of the NFA in the future.

The Investment Management Agreement shall continue in effect unless terminated by the Investment Manager or the Fund, without penalty or any breach thereof, effective at the close of business on the last day of any calendar quarter on ninety (90) days’ prior written notice to the other parties to the Investment Management Agreement.

Mr. Philip Uhde, Founder and Managing Principal

Philip Uhde is the founder and sole principal of the Master Fund GP and the Investment Manager. From January 2010 to June 2012, he was an associate at SPO Partners, an investment partnership founded by John Scully in 1971 that made concentrated, long-term investments in public and private equities. From 2012 to 2020, Mr. Uhde was the managing member and Chief Investment Officer of Echinus Advisers, LLC, a registered investment adviser that managed private funds making concentrated investments in the public equity markets.

Mr. Uhde graduated in 2008 from Yale University with a B.A. in Economics and East Asian Studies. Mr. Uhde shares the same business address as the Investment Manager.

Standard of Liability; Indemnification

The Investment Management Agreement sets forth in detail the liability and indemnification standards outlined below. The following description only summarizes certain of the detailed provisions of the Articles and the Investment Management Agreement, the terms of which are controlling.

The Investment Manager, its Affiliates and any of their respective owners, principals, partners, members, managers, directors, officers and employees (each, an “**Investment Manager Party**”, and collectively, the “**Investment Manager Parties**”) are not, absent conduct that is finally determined by a court of competent jurisdiction, in a ruling no longer subject to review or appeal (“**Finally Determined**”) to constitute fraud, gross negligence (having the meaning as defined under the laws of the State of Delaware, U.S.A.) or willful misconduct on their part, liable to the Fund or to any current or former Shareholder for any act or omission in the course of, or in connection with, the services rendered by them for or on behalf of the Fund or for any loss or damage which the Fund may sustain or suffer as a result (direct or indirect) of any such act or omission (the “**Standard of Care**”).

The Investment Manager Parties are not liable for any tax or tax penalty imposed on the Fund or the Shareholders in any jurisdiction (irrespective of the reason that such tax or tax penalty is due, unless such tax or tax penalty is the direct result of conduct by Investment Manager Parties constituting fraud or bad faith). Nor is any Investment Manager Party liable for any costs incurred in respect of any tax audit, similar procedure or tax position taken by such Investment Manager Party which was not clearly contrary to Law when taken.

No Investment Manager Party will have any liability to the Fund, any shareholder or any former shareholder for conduct Finally Determined to have constituted a violation of law; *provided*, that such Investment Manager Party, after consultation with nationally recognized attorneys and/or accountants, as relevant, reasonably believed such conduct to be lawful and in the interests of the Fund at the time of such conduct.

No Investment Manager Party bears any liability if a price reasonably believed by such Investment Manager Party to be an accurate valuation of a particular investment held directly or indirectly by the Fund is subsequently found to be inaccurate.

Under no circumstance will any Investment Manager Party be liable for any amounts representing loss of profit, reputational damage, loss of business or any other indirect, special, consequential, exemplary or punitive damages.

The Fund has agreed to indemnify each Investment Manager Party from and against any loss, cost, expense, liability, fees (including attorneys’ fees and expenses) and damages (other than those resulting

from conduct that is Finally Determined to violate the Standard of Care on their part) which may be imposed on, incurred by or asserted against any of them in performing their obligations or duties for or on behalf of the Fund. The Fund may also agree to indemnify certain agents, advisors, consultants and service providers to a greater or lesser extent than its indemnification obligations to the Investment Manager Parties.

The Fund will advance amounts and/or pay expenses as incurred in connection with the indemnification obligations set forth above; *provided*, that the Investment Manager Party receiving such advance payment agrees in writing to return such payment (without interest) if it is Finally Determined that such Investment Manager Party was not entitled to indemnification.

The indemnification and exculpation provisions in the Investment Management Agreement described above will not be construed as a waiver of any rights of the Fund or the Master Fund or any Shareholder under U.S. federal or state securities laws.

MUTUAL FUNDS ACT REGULATION

The Fund is registered as a mutual fund pursuant to section 4(3) of the Mutual Funds Act (As Revised) of the Cayman Islands (“**Mutual Funds Act**”) and is therefore regulated as a mutual fund by the Cayman Islands Monetary Authority (the “**Authority**”). As a section 4(3) mutual fund, the minimum initial investment purchasable by an investor is C\$80,000 (or its equivalent in another currency, approximately US\$100,000).

The Authority has supervisory and enforcement powers to ensure compliance with the Mutual Funds Act. Regulation under the Mutual Funds Act 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 Fund to have its 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 Fund and may result in the Authority applying to the court to have the Fund wound up.

The Fund will not, however, be subject to supervision in respect of its investment activities or the constitution of the 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 Fund in certain circumstances. Neither the Authority nor any other governmental authority in the Cayman Islands has commented upon or approved the terms of this document or the merits of an investment in the Fund. There is no investment compensation scheme in the Cayman Islands available to investors.

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, to appoint a person to advise the Fund on the proper conduct of its affairs or to appoint a person to assume control of the affairs of the Fund. There are other remedies available to the Authority including the ability to apply to court for approval of other actions.

THE ADMINISTRATOR

The Fund and Morgan Stanley Fund Services (Cayman) Ltd. (the “**Administrator**”) have entered into an agreement (the “**Administration Agreement**”) pursuant to which the Administrator will provide the Fund with certain transfer agency and accounting services including, without limitation, computation of the Fund’s net asset value, in exchange for a fee.

The Administrator bases its computations on the assets and liabilities reported to the Administrator by the Fund, its prime brokers, custodians and Investment Manager. The Administrator will assume that these assets and liabilities represent a complete record of the Fund's investments as of the date of the Fund's accounting statements as prepared by the Administrator.

The Administrator in computing the net asset value of the Fund will use prices that are determined by the Fund in its sole discretion, and described in the Administration Agreement. In particular, but without limitation, the Fund may specify pricing methodologies that the Administrator will rely upon (such as the prices of listed, liquid securities reported on exchanges and quoted by third-party vendors) or, alternatively, the Fund may direct the Administrator to accept valuations of securities and other assets from the Investment Manager. Pricing for privately held securities (and certain other Level 3 securities), if any, is generally provided by the Investment Manager.

The prices of assets and liabilities used by the Administrator in computing the net asset value of the Fund may vary from prices that the Administrator uses in providing comparable services to other clients and from prices that affiliates of the Administrator use in connection with their customer or proprietary business. The Administrator accepts no responsibility for the accuracy of any information supplied to it by the Fund or any of its authorised representatives (including, without limitation, the Investment Manager) and is under no obligation to verify this information.

The Administrator is a service provider to the Fund and is not responsible for the information in, or preparation of, this Memorandum or the activities of the Fund and therefore accepts no responsibility for any information contained in this Memorandum. Other than its review of whether investors have affirmatively provided representations in their subscription document noting their capacity to invest in the Fund, the Administrator makes no independent review of the capacity and authority of investors to invest in the Fund. The Administrator is not an auditor and does not provide tax, accounting or auditing advice, nor is it a fiduciary to the Fund, the Investment Manager or the Fund's investors. The Administrator is not responsible for monitoring the Fund's portfolio to determine whether the Fund is in compliance with the investment strategy, guidelines, restrictions, risk limits, and borrowing and leverage limits set forth in this Memorandum or as otherwise may be applicable to the Fund or the Investment Manager under applicable law; furthermore, the Administrator is not responsible for monitoring the Fund's compliance with the terms of any side letter or similar investor specific agreements that may have been made, whether relating to liquidity, transparency, valuation, or otherwise. In processing wire transfers to facilitate investments by the Fund or for any other purpose, the Administrator is solely acting in a ministerial and clerical capacity, subject to the terms of the Administration Agreement. Further, although the Administrator may process certain expenses of the Fund or otherwise observe that the Investment Manager has allocated various expenses to the Fund, the Administrator has no duty to evaluate or independently verify the payee's bank account details or the amount of any expense to determine whether such expense is reasonable or otherwise appropriate, whether or not it is a non-trading third party expense, or whether it is appropriately charged to the Fund.

The Fund has agreed to indemnify the Administrator for any claim, liability, cost or expense asserted against the Administrator in connection with the conduct of the business of the Fund under the Administration Agreement, except to the extent of the Administrator's gross negligence, willful misconduct or fraud. The Administration Agreement may be terminated by either party on not less than ninety (90) days' prior written notice, although it may be terminated on shorter notice in certain circumstances as described in the Administration Agreement.

Subject to the terms of the Administration Agreement, the Administrator may employ agents, delegate or sub-contract any duties or functions it deems necessary in order to perform the fund administration services to otherwise support its business to any third parties including to its affiliate,

Morgan Stanley Fund Services (Ireland) Limited on such terms and conditions as the Administrator reasonably deems appropriate. Shareholders may receive communications from, and direct communications to, Morgan Stanley Fund Services (Ireland) Limited. The Fund is not authorized or supervised by regulatory authorities in Ireland. The Administrator is licensed as a mutual fund administrator by the Cayman Islands Monetary Authority under the Cayman Islands Mutual Funds Act (as may be amended from time to time) and as a consequence, is subject to supervision as a fund administrator by the Cayman Islands Monetary Authority.

The Administrator is an indirect subsidiary of Morgan Stanley, a global financial services firm providing services in securities, investment management and credit services with more than 1,200 offices in 36 countries. The Administrator conducts its fund administration business independently from the other financial services provided by Morgan Stanley and its affiliates.

THE SHARES; FINANCIAL ALLOCATIONS

General

The Fund's authorized share capital of \$50,000 is divided into 49,900,000 participating, non-voting shares (the "**Shares**"), being redeemable participating shares of par value \$0.001 each to be issued to investors, and 100 management shares (the "**Management Shares**") being voting non-participating shares of par value \$1.00 each, all of which have been issued and are held by the Investment Manager.

The Fund initially offered Series A1 Founders Shares and Series A2 Founders Shares (together, "**Founders Shares**") during a limited offering period that expired on June 30, 2024 (the "**Founders Investment Period**"), subject to the Founders Capacity Rights (as described below). The Series A1 Founders Shares and Series A2 Founders Shares are identical except that Series A1 Founders Shares and Series A2 Founders Shares are subject to Performance Allocations determined pursuant to different calculation methodologies, as summarized herein and set out in more detail under "*Fees and Expenses; Performance Allocations — Performance Allocations*" below.

The Fund is currently offering Series B1 Shares ("**Series B1 Shares**"), Series B2 Shares ("**Series B2 Shares**"), Series B3 Shares ("**Series B3 Shares**") (together, "**B Shares**") and Series C1 Shares ("**Series C1 Shares**" or the "**C Shares**").

The series of Shares differ from each other with respect to their Redemption terms, Management Fee terms and certain aspects of their Performance Allocation terms (each as defined below).

Investors may subscribe for only Series B1 Shares, Series B2 Shares, Series B3 Shares or Series C1 Shares, as well as subscribe for and hold multiple series of B Shares and the C Shares.

The B Shares and C Shares are expected to be offered to prospective investors during a limited offering period which will expire on December 31, 2025 (the "**B Shares Investment Period**" and "**C Shares Investment Period**", as applicable), subject to the B Shares Capacity Rights and C Shares Capacity Rights (each as described below).

Founders Capacity Rights

Any Shareholder issued Founders Shares in respect of such Shareholder's initial Subscription to the Fund will have the right (but not the obligation), at any time prior to the twenty-fourth (24th) calendar month-end following the Subscription Date on which such initial subscription was made, to make one or

more additional subscriptions for Founders Shares in an aggregate amount up to the amount of such Shareholder's aggregate subscriptions for Founders Shares during the Founders Investment Period (the "**Founders Capacity Rights**").

Shareholders exercising their Founders Capacity Rights may subscribe for either Series A1 Founders Shares or Series A2 Founders Shares (or both) at their election, irrespective of the amount of their aggregate subscriptions for Series A1 Founders Shares or Series A2 Founders Shares during the Founders Investment Period.

B Shares Capacity Rights

Any Shareholder issued B Shares in respect of such Shareholder's initial Subscription to the Fund will have the right (but not the obligation), at any time prior to the twenty-fourth (24th) calendar month-end following the Subscription Date on which such initial subscription was made, to make one or more additional subscriptions for B Shares in an aggregate amount up to the amount of such Shareholder's aggregate subscriptions for B Shares during the B Shares Investment Period (the "**B Shares Capacity Rights**").

Shareholders exercising their B Shares Capacity Rights may subscribe for any of Series B1 Shares, Series B2 Shares or Series B3 Shares at their election, irrespective of the amount of their aggregate subscriptions for Series B1 Shares, Series B2 Shares or Series B3 Shares during the B Shares Investment Period.

C Shares Capacity Rights

Any Shareholder issued C Shares will have the right (but not the obligation), at any time after such Shareholder's admission to the Fund, to make one or more additional subscriptions for C Shares in an aggregate amount up to \$4 for each \$1 that is invested during the C Shares Investment Period (the "**C Shares Capacity Rights**"). By way of example (and solely for illustrative purposes), if a Shareholder's aggregate Subscriptions during the C Shares Investment Period totals \$150 million of Series C1 Shares, such Shareholder will be permitted to invest an additional amount of up to \$600 million of Series C1 Shares in the aggregate over the duration of its time as a Shareholder.

Additional Classes or Series of Shares

The Fund may in the future offer one or more additional or customized classes or series of Shares on terms different from those of other classes or series which may include, but are not limited to, currency denominations, investment minimums, fee structures, liquidity, voting and distribution rights; *provided*, that the Investment Manager does not believe doing so will have a material adverse effect on existing Shareholders or violate applicable law or regulations.

Except for the Founders Capacity Rights, the B Shares Capacity Rights and the C Shares Capacity Rights, the Fund may cease offering any class or series of Shares at any time without providing notice to, or receiving consent from, the Shareholders.

General Financial Allocations

The Fund will issue a separate Sub-Series of the applicable series of Shares to each Shareholder with a Net Asset Value determined separately based on such Shareholder's individual investment experience in the Fund. Shares of each Sub-Series are initially issued at \$1,000 per Share and subsequently at the Net Asset Value per Share of that Sub-Series. Each Sub-Series is adjusted to reflect such Sub-Series'

share of the Fund's net profits or losses, Management Fees, Performance Allocations to the Master Fund GP (if applicable), Subscriptions and Redemptions. The Fund's net profits and losses are allocated as of the last day of each calendar month among the Sub-Series in accordance with their Proportionate Shares as of the beginning of such month.

Notwithstanding the foregoing, if a Shareholder subscribes for Shares subject to different terms, such Shareholder will be issued separate Sub-Series of each such series of Shares that will be accounted for separately as though they were held by different Shareholders (including for purposes of effectuating Redemptions and calculating Management Fees and Performance Allocations). Similarly, if a Shareholder makes more than one subscription for the same series of Shares on different Subscription Dates, the Fund may issue a separate Sub-Series for purposes of accounting for each subscription separately, if and as set forth in the Memorandum or the applicable series supplement thereto.

The Fund invests all of its capital in the Master Fund, except for such capital as the Investment Manager determines may be reasonably necessary or appropriate to pay any fees, expenses or other costs related to the Fund itself. Accordingly, the Net Asset Value of a Shareholder's Sub-Series will reflect the Net Asset Value of such Sub-Series' *pro rata* interest in the Master Fund.

Special Allocations

Certain items of the Fund's profits, losses, income, gain or expense may be specially allocated ("**Special Allocations**") to certain but not all Shareholders, or on a basis other than *pro rata* in accordance with their respective Proportionate Shares. Typically, Special Allocations result from applicable law (for example, certain Shareholders may be restricted from participating in gains and losses attributable to "new issues" — generally, initial public offerings of equity securities), withholding taxes (for example, the withholding tax imposed on the Master Fund with respect to U.S. source dividends that may not be applicable to the Master Fund's Direct Investors or other Feeder Funds) or other considerations prohibiting certain Shareholders (even indirectly through investing in the Fund) from participating in certain transactions. Shareholders restricted from participating in the profits and losses attributable to certain financial instruments will generally not be compensated by the Fund for the use of such Shareholders' *pro rata* share of the capital used to acquire such instruments.

Special Allocations may be made at the Fund or the Master Fund level.

Master Fund Allocations

In general, all accounting procedures and financial allocations are made at the Master Fund level (which are reflected in the Net Asset Value of each Shareholder's Sub-Series of Shares). In particular, all Management Fees and Performance Allocations are calculated and paid/made by the Master Fund (and not by the Fund directly). For accounting purposes, and in order to facilitate the equitable allocation of fees, expenses, Performance Allocations and other financial allocations among different Shareholders and the Master Fund's Direct Investors (as well as any Special Allocations to be made to fewer than all Shareholders and/or Direct Investors), the Master Fund establishes a separate Master Fund Account corresponding to each Sub-Series of Shares held by a Shareholder. The Master Fund also establishes a separate Master Fund Account in respect of each of its Direct Investors, as well as each individual investor in any other Feeder Funds.

For convenience, this Memorandum may refer to expenses, Management Fees and Performance Allocations being calculated, allocated and paid/made by or in respect of a Shareholder's Sub-Series of Shares. Any such reference is deemed to refer to such expenses, Management Fees and Performance

Allocations being calculated, allocated and paid/made by or in respect of the Master Fund Account corresponding to such Shareholder's Sub-Series of Shares, unless the context otherwise requires.

FEES AND EXPENSES; PERFORMANCE ALLOCATIONS

Organizational and Initial Offering Costs

The Master Fund will pay (or reimburse the Investment Manager or its affiliates, as the case may be) for all organizational and initial offering costs of the Linonia Partners Funds (including, but not limited to, legal, accounting, printing, and other expenses).

The Master Fund is amortizing such costs for Gross Asset Value purposes in up to sixty (60) approximately equal monthly installments, beginning as of June 2023. While the amortization of organizational and initial offering expenses may not be in accordance with GAAP, the Master Fund GP believes that amortizing the Linonia Partners Funds' start-up costs in this manner may be more equitable than requiring the initial investors to bear the entire burden of such costs. The Master Fund GP may, however, determine to accelerate such amortization over a shorter period (or all at once) if it determines such costs are not significant compared to the overall capitalization of the Linonia Partners Funds. The Master Fund will not amortize start-up costs to the extent that doing so will cause the Fund to receive a "qualified" audit report on the GAAP compliance of the Fund's financial statements.

If the Investment Manager or its affiliates organize another Feeder Fund to invest in the Master Fund, such Feeder Fund's organizational expenses may be allocated to the Master Fund and amortized against the Master Fund's Net Asset Value as a whole (thereby reducing the Net Asset Value of all Master Fund Accounts). Although the Master Fund GP may determine to amortize such Feeder Fund's organizational expenses solely or disproportionately against the Net Asset Value of the new Feeder Fund's Master Fund Account, it has no obligation and currently does not intend to do so.

Operating Expenses and Transaction Costs

The Master Fund generally pays all of the ongoing operating and offering costs of the Linonia Partners Funds including, without limitation: (i) all investment related expenses including, without limitation, the following: the costs and expenses relating to the research, execution and monitoring of actual and prospective investments (whether or not consummated); third-party investment sourcing fees; consulting fees; expert fees, fees and expenses of and related to obtaining research, analytics and market data (including, without limitation, third-party data sources and any information technology hardware, software and data subscriptions (such as Bloomberg and FactSet) or other technology incorporated into the cost of obtaining such research and market data); due diligence expenses (including, without limitation, research-related travel expenses); any outsourced trading provider fees; brokerage and prime brokerages fees, commissions, dealer spreads, clearing and trading fees, and all other costs of executing transactions (including the costs of negotiating, documenting and/or amending agreements with prime brokers, ISDAs and other agreements with trading and financing counterparties); the costs of installing, implementing and maintaining order management and execution management systems and software, including externally incurred costs of establishing computer and systems connections with the Fund's brokers and counterparties; clearing and settlement charges; custodial fees and expenses; bank service fees; interest expenses, financing charges, commitment fees and other charges related to the purchase, sale, transmittal and custody of portfolio assets and related items (including expenses related to borrowing securities to be sold short); external costs incurred in valuation and portfolio pricing; fees and expenses of third-party proxy research and voting services; broken deal expenses; and the costs of risk management and data services and systems (including, without limitation, the costs of utilizing and/or supporting risk-reporting technology required by consultants retained by or on behalf of institutional investors); (ii) organizational fees and

expenses and the costs associated with the ongoing offering of the Linonia Partners Funds including, without limitation, the following: fees and the costs and expenses the Investment Manager determines are associated with the ongoing offering of the Linonia Partners Funds including, without limitation, preparing, updating and/or amending the Memorandum and the Material Contracts, costs incurred in connection with complying with private placement regimes such as Form D and blue sky filings, world sky matters and the European Alternative Investment Fund Managers Directive (if applicable) and similar fees and expenses; and preparing marketing brochures and “Due Diligence Questionnaires;” and such other costs and expenses the Investment Manager reasonably determines to be associated with the ongoing offering of the Linonia Partners Funds and the retention of capital; (iii) the general operating expenses of the Linonia Partners Funds including, without limitation, the following: costs and expenses associated with information technology hardware, software or other technology (including, without limitation, costs of software licensing, implementation, data management and recovery services and custom development) used to research investments, evaluate and manage risk, facilitate valuations and accounting functions, facilitate compliance with applicable laws or any self-regulatory organization (including reporting obligations); legal, accounting, auditing, consulting and other professional fees and expenses, including, without limitation, fees and expenses relating to the legal, tax and regulatory status of the Fund, the contractual and legal rights and obligations of the Fund with respect to its operations and investments, and audit and tax preparation; the fees and expenses of the “partnership representative;” administrative costs (including, without limitation, the fees and out-of-pocket expenses of the Administrator and its agents), establishing computer and systems connectivity with the Administrator and other third-party service providers, paying agency, transfer agency, accounting verification (if any) and/or investor registrar services and the costs of middle-office and back-office support as provided by the Administrator; due-diligence expenses related to maintaining service-provider relationships with the Linonia Partners Funds (including any travel-related due-diligence costs); costs and expenses relating to the Linonia Partners Funds and the Investment Manager Parties obtaining and maintaining regulatory licenses as well as of maintaining U.S. and non-U.S. registration, regulatory and self-regulatory filings (including, without limitation, Forms 13D, 13F, 13G, 13H, PF and other filings and reports the preparation and submission of which currently or in the future may be required of the Investment Manager under applicable Law), reporting, responding to regulatory and governmental inquiries, subpoenas and proceedings (in each case, whether involving the Linonia Partners Funds or the Investment Manager and its Affiliates in their capacity as investment manager and/or sponsor of the Linonia Partners Funds); any filings or reporting with respect to compliance with FATCA, AEOI or similar laws enacted in other jurisdictions, as well as any foreign tax regime registrations, tax filings and associated annual fees and expenses; any fees and expenses related to compliance with anti-money laundering laws and regulations (including AML officer fees and expenses); the fees and expenses of the directors of the Offshore Fund, other Feeder Funds and any Investment Subsidiaries (if applicable); costs associated with the operations of any Investment Subsidiaries; insurance premiums (including, without limitation, Errors & Omissions, Directors & Officers and general liability insurance, including for the Investment Manager Parties and the directors of the Offshore Fund and any Investment Subsidiaries); and ERISA bonding costs, if applicable; and (iv) any extraordinary expenses including, without limitation, the following: the costs of any litigation or investigation involving the activities of the Linonia Partners Funds (including legal, accounting and investigative fees and expenses); the cost of settlements and indemnification expenses, including advances thereof (including, for the avoidance of doubt, any indemnification obligations toward counterparties and service providers); fees and expenses incurred in connection with any tax audit by any U.S. federal, state or local authority, including any related settlement and judicial review; and fees and expenses incurred in connection with the reorganization, restructuring, termination, winding-up or dissolution of any Linonia Partners Fund.

All of the operating costs and expenses incurred by the Linonia Partners Funds generally are allocated for payment to the Master Fund (and, accordingly, reduce Gross Asset Value for purposes of calculating Performance Allocations). Such costs are generally aggregated and allocated *pro rata* among all Master Fund Accounts, irrespective of whether a particular cost or expense was incurred solely or

disproportionately by one or fewer than all Linonia Partners Funds. Accordingly, the Master Fund's Direct Investors will bear a portion of the Fund's (and any other Feeder Fund's) operating expenses that are unrelated to the Master Fund, and Shareholders will bear a portion of the Master Fund's costs (as well as those of any other Feeder Fund) that are unrelated to the Fund or its investment in the Master Fund. However, the Master Fund GP may, but is not obligated to, specially allocate a material cost or expense incurred solely or disproportionately by one Linonia Partners Fund on a non-*pro rata* basis if the Master Fund GP determines doing so would be more equitable (for example, a material expense incurred by the Fund that is unrelated to the Master Fund may be specially allocated to the Master Fund Accounts attributable to the Fund's Shareholders; conversely, a material expense incurred by the Master Fund that is unrelated to the Fund or its investment in the Master Fund may be specially allocated among the Master Fund Accounts of Direct Investors). The Fund is responsible for paying any fees and expenses allocated to and not paid by the Master Fund. See "*Certain Conflicts of Interest — Allocation of Expenses*," below.

Neither the Fund nor the Master Fund pays any of the internal expenses of the Investment Manager (such as salaries, bonuses or office rent), except as may otherwise be set forth above.

Management Fee

The Management Fee is calculated and paid at the Master Fund level based on the Master Fund Account balance attributable to each Shareholder's Sub-Series. If a Shareholder holds more than one Sub-Series of Shares subject to different Management Fee terms, the Management Fee is calculated separately in respect of each of the Master Fund Account balances corresponding to each such Sub-Series.

The Investment Manager may waive, reduce, or modify the Management Fee with respect to certain Shareholders, without entitling any other Shareholder to a similar waiver, reduction or modification.

Management Fee Calculation for Founders Shares.

Each Shareholder holding a Sub-Series of Series A1 Founders Shares or Series A2 Founders Shares is subject to a monthly Management Fee, calculated and paid to the Investment Manager monthly in advance, equal to one-twelfth (1/12) of a percentage (the "**Applicable Percentage**") of the Gross Asset Value of each Shareholder's Sub-Series.

If the Master Fund's aggregate Net Asset Value is equal to or less than \$1 billion, the Applicable Percentage for Founders Shares equals 1.00% (a 0.0833% monthly rate).

If the Master Fund's aggregate Net Asset Value exceeds \$1 billion, the Applicable Percentage for Founders Shares is determined by applying a 1.00% per annum rate to the Master Fund's first \$1 billion in aggregate Net Asset Value, and a reduced 0.50% per annum rate to the Master Fund's aggregate Net Asset Value in excess of \$1 billion, in accordance with the following formula (where "X" equals the Master Fund's aggregate Net Asset Value):

$$((\$1\text{BN} \times 1.00\%) + ((X - \$1\text{BN}) \times 0.50\%)) / X = \text{the Applicable Percentage.}$$

For example (and solely for illustrative purposes of the Applicable Percentage for the Founders Shares), if the Master Fund's aggregate Net Asset Value equals \$3 billion, the Applicable Percentage would be 0.6667% (a 0.05556% monthly rate):

$$((\$1\text{BN} \times 1.00\%) + ((\$3\text{BN} - \$1\text{BN}) \times 0.50\%)) / \$3\text{BN} = 0.6667\%.$$

For the avoidance of doubt, Series A1 Founders Shares and Series A2 Founders Shares are subject to the same Management Fee rate (as described above), and the Master Fund's Net Asset Value for purposes of calculating Management Fees is based on the Master Fund's overall Net Asset Value (and not just the Net Asset Value attributable to the Series A1 Founders Shares and/or Series A2 Founders Shares).

Management Fee Calculation for Series B1 Shares.

The Applicable Percentage for Series B1 Shares equals 1.25% (a 0.1042% monthly rate).

Management Fee Calculation for Series B2 Shares and Series B3 Shares.

The Applicable Percentage for Series B2 Shares and Series B3 Shares equals 1.00% (a 0.0833% monthly rate), except that Shareholders holding Series B2 Shares or Series B3 Shares that have made Net Subscriptions of greater than \$250 million, will be credited with a Management Fee step-down if the Master Fund's aggregate Net Asset Value attributable to fee paying investors is greater than \$6.5 billion.

In such event, the Applicable Percentage for Series B2 Shares and Series B3 Shares for Shareholders who have made Net Subscriptions to the Fund greater than \$250 million in the aggregate is determined by applying a 1.00% per annum rate to the Master Fund's first \$6.5 billion in aggregate Net Asset Value attributable to fee paying investors, and a reduced 0.75% per annum rate to the Master Fund's aggregate Net Asset Value attributable to fee paying investors in excess of \$6.5 billion, in accordance with the following formula (where "X" equals the Master Fund's aggregate Net Asset Value attributable to fee paying investors):

Series B2 Shares and Series B3 Shares with Net Subscriptions of greater than \$250 million

$$((\$6.5\text{BN} \times 1.00\%) + ((X - \$6.5\text{BN}) \times 0.75\%)) / X = \text{the Applicable Percentage.}$$

For example (and solely for illustrative purposes of the Applicable Percentage for the Series B2 Shares and Series B3 Shares), if a Shareholder has made Net Subscriptions of \$100 million for Series B2 Shares, and the Master Fund's Net Asset Value attributable to fee paying investors equals \$10 billion, the Shareholder's Applicable Percentage for its Management Fee would equal 1.00% (or 0.0833% per month). However, if that Shareholder had instead made Net Subscriptions of \$300 million (with the Master Fund having the same Net Asset Value attributable to fee paying investors), the Shareholder's Applicable Percentage for its Management Fee would equal 0.9125% per year (a 0.07604% monthly rate). This would be calculated by using the following calculation, as the total amount of Net Asset Value of the Master Fund attributable to fee paying investors would exceed \$6.5 billion by \$3.5 billion:

$$((\$6.5\text{BN} \times 1.00\%) + ((\$10\text{BN} - \$6.5\text{BN}) \times 0.75\%)) / \$10\text{BN} = 0.9125\%.$$

Management Fee Calculation for Series C1 Shares.

The Applicable Percentage for Series C1 Shares equals 1.00% (a 0.0833% monthly rate), subject to the C Series Step-Down or the C Series Accelerated Step-Down (each as defined below).

Eligibility. In order to be eligible for the C Series Step-Down, a Shareholder must make Net Subscriptions of greater than \$250 million across all series of Shares within seven years following such Shareholder's initial investment in the Fund. In order to be eligible for the C Series Accelerated Step-Down, a Shareholder must make Net Subscriptions of greater than \$350 million across all series of Shares within seven years following such Shareholder's initial investment in the Fund.

Application. A Shareholder that is eligible for the C Series Step-Down will be credited with a Management Fee step-down if (x) such Shareholder has made Net Subscriptions across all series of Shares of greater than \$250 million or holds Shares that have a market value of greater than \$350 million and (y) the Master Fund's aggregate Net Asset Value attributable to fee paying investors is greater than \$6.5 billion (the "**C Series Step-Down**"). A Shareholder that is eligible for the C Series Accelerated Step-Down will be credited with an "accelerated" Management Fee step-down if (x) such Shareholder has made Net Subscriptions across all series of Shares of greater than \$500 million or holds Shares that have a market value of greater than \$500 million and (y) the Master Fund's aggregate Net Asset Value attributable to fee paying investors is greater than \$3.5 billion (the "**C Series Accelerated Step-Down**"). For the avoidance of doubt, upon reaching either \$250 million or \$350 million in Net Subscriptions within the seven year timeframe from a Shareholder's initial subscription, such Shareholder, for as long as it remains invested in the Fund, will obtain eligibility for the C Series Step-Down or the C Series Accelerated Step-Down, respectively. However, the application of each of the C Series Step-Down or the C Series Accelerated Step-Down, as of each date a Management Fee is calculated and charged, will depend on the satisfaction of both of the relevant foregoing provisions (x) and (y).

The Applicable Percentage for Series C1 Shares subject to a C Series Step-Down is determined by applying a 1.00% per annum rate to the Master Fund's first \$6.5 billion in aggregate Net Asset Value attributable to fee paying investors, and a reduced 0.75% per annum rate to the Master Fund's aggregate Net Asset Value attributable to fee paying investors in excess of \$6.5 billion, in accordance with the following formula (where "X" equals the Master Fund's aggregate Net Asset Value attributable to fee paying investors):

Series C1 Shares under the C Series Step-Down

$$((\$6.5\text{BN} \times 1.00\%) + ((X - \$6.5\text{BN}) \times 0.75\%)) / X = \text{the Applicable Percentage.}$$

For example (and solely for illustrative purposes of the C Series Step-Down), if a Shareholder never exceeded Net Subscriptions of \$250 million for Series C1 Shares within seven years of its initial investment for C Shares, and the Master Fund's Net Asset Value attributable to fee paying investors equals \$8 billion, the Shareholder's Applicable Percentage for its Management Fee would equal 1.00% (or 0.0833% per month). However, if instead that Shareholder, having exceeded \$250 million in Net Subscriptions within seven years of such Shareholder's initial investment for C Shares, retains a level of Net Subscriptions over \$250 million or such Shareholder's C Shares have a market value of greater than \$350 million (with the Master Fund having the same Net Asset Value attributable to fee paying investors), the Shareholder's Applicable Percentage for its Management Fee would equal 0.953% per year (a 0.07942% monthly rate). This would be calculated by using the following calculation, as the total amount of Net Asset Value of the Master Fund attributable to fee paying investors would exceed \$6.5 billion by \$1.5 billion:

$$((\$6.5\text{BN} \times 1.00\%) + ((\$8\text{BN} - \$6.5\text{BN}) \times 0.75\%)) / \$8\text{BN} = 0.953\%.$$

The Applicable Percentage for Series C1 Shares subject to a C Series Accelerated Step-Down is determined by applying a 1.00% per annum rate to the Master Fund's first \$3.5 billion in aggregate Net Asset Value attributable to fee paying investors, and a reduced 0.75% per annum rate to the Master Fund's aggregate Net Asset Value attributable to fee paying investors in excess of \$3.5 billion, in accordance with the following formula (where "X" equals the Master Fund's aggregate Net Asset Value attributable to fee paying investors):

Series C1 Shares under the C Series Accelerated Step-Down

$$((\$3.5\text{BN} \times 1.00\%) + ((X - \$3.5\text{BN}) \times 0.75\%)) / X = \text{the Applicable Percentage.}$$

For example (and solely for illustrative purposes of the C Series Accelerated Step-Down), if a Shareholder never exceeded Net Subscriptions of \$350 million for Series C1 Shares within seven years of its initial investment for C Shares (or, having attained Net Subscriptions of greater than \$350 million within seven years of such Shareholder's initial investment for C Shares, such Shareholder maintains less than \$500 million in Net Subscriptions, or the market value of such Shareholder's C Shares is less than \$500 million), and the Master Fund's Net Asset Value attributable to fee paying investors equals \$6 billion, the Shareholder's Applicable Percentage for its Management Fee would equal 1.00% (or 0.0833% per month). However, if that Shareholder had instead made Net Subscriptions of greater than \$500 million after having made Net Subscriptions of greater than \$350 million within seven years of such Shareholder's initial investment for C Shares (or such Shareholder's C Shares have a market value of greater than \$500 million, after having made Net Subscriptions of greater than \$350 million within seven years of such Shareholder's initial investment for C Shares) (with the Master Fund having the same Net Asset Value attributable to fee paying investors), the Shareholder's Applicable Percentage for its Management Fee would equal 0.896% per year (a 0.07465% monthly rate). This would be calculated by using the following calculation, as the total amount of Net Asset Value of the Master Fund attributable to fee paying investors would exceed \$3.5 billion by \$2.5 billion:

$$((\$3.5\text{BN} \times 1.00\%) + ((\$6\text{BN} - \$3.5\text{BN}) \times 0.75\%)) / \$6\text{BN} = 0.896\%.$$

Performance Allocations

The Shares are subject to Performance Allocations determined pursuant to different calculation methodologies, as summarized below. Performance Allocations are calculated and made at the Master Fund level in respect of the Master Fund Account corresponding to each Shareholder's Sub-Series of Shares.

Performance Allocation for Series A1 Founders Shares, Series B1 Shares and Series B2 Shares.

As of each December 31 and upon a Redemption (solely with respect to the Shares redeemed) or the termination of the Fund or the dissolution of the Master Fund, the Master Fund will calculate a "**Performance Allocation**" equal to 20% of the amount of any Hurdle Reduced New Appreciation (as defined below) that is attributable to the Master Fund Account corresponding to each Shareholder's Sub-Series of Series A1 Founders Shares, Sub-Series of Series B1 Shares and Sub-Series of Series B2 Shares. Series A1 Founders Shares are subject to, in some instances, a clawback for negative performance in the following fiscal year.

Unless it is being calculated in connection with a Redemption, upon the calculation of a Performance Allocation for Series A1 Founders Shares, the Master Fund GP will be allocated 50% of such Performance Allocation as of the end of such Performance Allocation Calculation Period. The other 50% of the Performance Allocation not allocated pursuant to the preceding sentence (the "**Series A1 Restricted Performance Allocation**") will be retained in a memorandum account within the Master Fund and will be allocated to the account of the Master Fund GP as of the anniversary of the date of its calculation, subject to the following adjustments: (i) the Master Fund GP may take a Tax Distribution (as defined below under "*Redemptions—Redemptions by Investment Manager Parties*") from the Series A1 Restricted Performance Allocation pursuant to Section 4.5 of the Master Fund LPA to account for the Master Fund GP's actual tax liability attributable to the establishment of the Series A1 Restricted Performance Allocation, (ii) the balance of the Series A1 Restricted Performance Allocation will be adjusted for net appreciation or net depreciation allocated to it by the Master Fund and (iii) any remaining balance of the Series A1 Restricted Performance Allocation will be subject to a Series A1 Restricted Performance Allocation Reduction as set forth below (if applicable). For the avoidance of doubt, (A) no amounts received as a Tax Distribution will be required to be repaid by the Master Fund GP or the Investment Manager Parties and (B) any Series A1 Restricted Performance Allocation retained in a memorandum account will not be permitted to be redeemed

by the Shareholder from whom it was allocated until it is subject to a Series A1 Restricted Performance Allocation Reduction. Upon a Redemption from the Fund, the Series A1 Restricted Performance Allocation for such year will not apply, and a full Performance Allocation will be allocated to the Master Fund GP at such time as described below.

At each fiscal year-end (or upon the termination of the Fund or the dissolution of the Master Fund), the then current balance of the prior year's Series A1 Restricted Performance Allocation will be reduced by an aggregate amount (but not below zero) equal to the product of (x) the net depreciation for such Master Fund Account (but not, for the avoidance of doubt, the memorandum account) for such fiscal year (if any) and (y) 20%, subject to the limitation that such reduction shall not exceed the balance of the Series A1 Restricted Performance Allocation as of such date (the "**Series A1 Restricted Performance Allocation Reduction**"). If made, such reduction will be credited to the Master Fund Account from which the Series A1 Restricted Performance Allocation was originally made (and the Shareholder's Shares attributable to such Master Fund Account) and such amounts will be subject to the terms of the Shareholder's Shares in the Fund. Any amounts of the Series A1 Restricted Performance Allocation that are not subject to a Series A1 Restricted Performance Allocation Reduction will be allocated to the Master Fund GP at such time. Notwithstanding the foregoing, if a Shareholder makes a Redemption from the Fund, a *pro rata* portion (based on the portion of the Master Fund Account balance indirectly withdrawn) of the balance of any Series A1 Restricted Performance Allocation will be immediately allocated to the Master Fund GP without the application of a Series A1 Restricted Performance Allocation Reduction. For the avoidance of doubt, no Series A1 Restricted Performance Allocation Reduction will be applied to the portion of the Series A1 Restricted Performance Allocation that is allocated to the Master Fund GP as a result of a Shareholder's Redemption.

For purposes of calculating the Performance Allocation in respect of the Master Fund Account corresponding to a Shareholder's Sub-Series of Series A1 Founders Shares, Series B1 Shares and Series B2 Shares:

"Hurdle Reduced New Appreciation" equals the positive difference between: (i) the amount of any New Appreciation attributable to a Master Fund Account; *minus* (ii) the Cumulative Hurdle Amount attributable to such Master Fund Account.

"New Appreciation" equals the amount by which the Net Asset Value of a Master Fund Account (after reduction for all expenses including Management Fees, but prior to reduction for any accrued Performance Allocation) exceeds the High Water Mark attributable to such Master Fund Account. Any Fund expenses that are not allocated by the Fund to the Master Fund for payment (if any) reduce New Appreciation for purposes of calculating Performance Allocations.

The **"High Water Mark"** attributable to a Master Fund Account is the highest Net Asset Value of such Master Fund Account as of any preceding December 31, after reduction for the Performance Allocation then calculated (or, if a Master Fund Account has never been subject to a Performance Allocation, the aggregate capital contributions made to such Master Fund Account in respect of the aggregate subscriptions made by a Shareholder for Series A1 Founders Shares, Series B1 Shares or Series B2 Shares). For the avoidance of doubt, the High Water Mark will be determined after such reduction of the entirety of the Performance Allocation, including any Series A1 Restricted Performance Allocation held in a memorandum account. In addition, to the extent that any portion of a Series A1 Restricted Performance Allocation is reduced pursuant to a Series A1 Restricted Performance Allocation Reduction, the High Water Mark will be reduced by an amount equal to (x) the amount of such Series A1 Restricted Performance Allocation Reduction divided by (y) 20%.

The “**Hurdle Amount**” attributable to a Master Fund Account for each Fiscal Year accrues in equal monthly installments during such Fiscal Year, and is determined by (i) multiplying 1/12th of the Hurdle Rate by the Hurdle Rate Base in effect for such Fiscal Year; and (ii) adding such monthly amounts during such Fiscal Year (or portion thereof with respect to an intra-year Redemption).

The “**Hurdle Rate**” equals 6%.

The “**Hurdle Rate Base**” for each Fiscal Year equals the sum of (i) the High Water Mark; plus (ii) the Cumulative Hurdle Amount, in each case as of the beginning of such Fiscal Year.

The “**Cumulative Hurdle Amount**” equals the sum of the Hurdle Amount accrued during each Fiscal Year (or portion thereof) since the last date on which a Performance Allocation was calculated. For the avoidance of doubt, if a Performance Allocation is calculated as of the end of a Fiscal Year, the Cumulative Hurdle Amount as of the beginning of the following Fiscal Year equals zero.

The Cumulative Hurdle Amount is a “hard hurdle” — it is subtracted from New Appreciation in calculating whether there is any Hurdle Reduced New Appreciation.

The High Water Mark (and, accordingly, the Hurdle Rate Base) is increased by the dollar amount of any additional capital contributions made to a Master Fund Account (corresponding to a Shareholder’s additional subscriptions for Series A1 Founders Shares, Series B1 Shares and Series B2 Shares) and are proportionately reduced upon a Redemption (as described below). As of the end of any Fiscal Year at which a Performance Allocation is calculated in respect of a Master Fund Account, the High Water Mark is reset to the Net Asset Value of such Master Fund Account after reduction by the amount of such Performance Allocation (including any Series A1 Restricted Performance Allocation to be held in a memorandum account) and the Cumulative Hurdle Amount is reset to zero. Accordingly, the Investment Manager does not need to “earn back” Performance Allocations previously made in order to generate future Performance Allocations.

Redemptions and Dividends

If a Shareholder redeems Series A1 Founders Shares, Series B1 Shares or Series B2 Shares as of a date other than a December 31, a Performance Allocation is calculated and made to the Master Fund GP from the Master Fund Account corresponding to the applicable Sub-Series of Series A1 Founders Shares, Series B1 Shares or Series B2 Shares as if the Redemption Date had been a December 31, using the Cumulative Hurdle Amount accrued as of such Redemption Date. The Performance Allocation so calculated (if any) is multiplied by the fraction, expressed as a percentage, the numerator of which is the Gross Asset Value of the amount being redeemed from the Master Fund Account and the denominator of which is the Gross Asset Value of such Master Fund Account immediately prior to such Redemption (the “**Reduction Percentage**”). Upon such Redemption, the High Water Mark, the Cumulative Hurdle Amount and the Hurdle Rate Base attributable to such Master Fund Account are each reduced proportionately by an amount equal to the High Water Mark, the Cumulative Hurdle Amount and the Hurdle Rate Base, respectively, being multiplied by the Reduction Percentage.

For example, if a Shareholder redeems 25% of its Series A1 Founders Shares, a Performance Allocation is made equal to 25% of any accrued Performance Allocation, and the High Water Mark, the Cumulative Hurdle Amount and the Hurdle Rate Base are each reduced by 25% (*i.e.*, the same proportionate reductions of the Master Fund Account’s Net Asset Value, Performance Allocation, Series A1 Restricted Performance Allocation, High Water Mark, Cumulative Hurdle Amount and Hurdle Rate Base are made). For the avoidance of doubt, the Hurdle Amount accrued during such Fiscal Year through the date of the

intra-year Redemption is reduced to zero to avoid double counting (as such amount has been added to the Cumulative Hurdle Amount for purposes of calculating the Performance Allocation then made).

Performance Allocation for Series A2 Founders Shares, Series B3 Shares and Series C1 Shares.

As of the end of each Performance Allocation Calculation Period and upon a Redemption (solely with respect to the amount redeemed) or the termination of the Fund or the dissolution of the Master Fund, a Performance Allocation equal to 20% of: (i) any Outperformance, if any; *minus* (ii) any Underperformance Carryforward, that is attributable to the Master Fund Account corresponding to each Sub-Series of Series A2 Founders Shares, Sub-Series of Series B3 Shares and Sub-Series of Series C1 Shares will be calculated. Series A2 Founders Shares are subject to, in some instances, a clawback for Underperformance in the following fiscal year.

Unless it is being calculated in connection with a Redemption, upon the calculation of a Performance Allocation for Series A2 Founders Shares, the Master Fund GP will be allocated 50% of such Performance Allocation as of the end of such Performance Allocation Calculation Period. The other 50% of the Performance Allocation not allocated pursuant to the preceding sentence (the “**Series A2 Restricted Performance Allocation**”) will be retained in a memorandum account within the Master Fund and will be allocated to the account of the Master Fund GP as of the anniversary of the date of its calculation, subject to the following adjustments: (i) the Master Fund GP may take a Tax Distribution from the Series A2 Restricted Performance Allocation pursuant to Section 4.5 of the Master Fund LPA to account for the Master Fund GP’s actual tax liability attributable to the establishment of the Series A2 Restricted Performance Allocation, (ii) the balance of the Series A2 Restricted Performance Allocation will be adjusted for net appreciation or net depreciation allocated to it by the Master Fund and (iii) any remaining balance of the Series A2 Restricted Performance Allocation will be subject to a Series A2 Restricted Performance Allocation Reduction as set forth below (if applicable). For the avoidance of doubt, (A) no amounts received as a Tax Distribution will be required to be repaid by the Master Fund GP or the Investment Manager Parties and (B) any Series A2 Restricted Performance Allocation retained in a memorandum account will not be permitted to be redeemed by the Shareholder from whom it was allocated until it is subject to a Series A2 Restricted Performance Allocation Reduction. Upon a Redemption from the Fund, the Series A2 Restricted Performance Allocation for such year will not apply, and a full Performance Allocation will be allocated to the Master Fund GP at such time as described below.

At each fiscal year-end (or upon the termination of the Fund or the Master Fund), the then current balance of the prior year’s Series A2 Restricted Performance Allocation will be reduced by an aggregate amount (but not below zero) equal to the product of (x) the Underperformance for such Master Fund Account (but not, for the avoidance of doubt, the memorandum account) for such fiscal year (if any) and (y) 20%, subject to the limitation that such reduction shall not exceed the balance of the Series A2 Restricted Performance Allocation as of such date (the “**Series A2 Restricted Performance Allocation Reduction**”). If made, such reduction will be credited to the Master Fund Account from which the Series A2 Restricted Performance Allocation was originally made (and the Shareholder’s Shares attributable to such Master Fund Account) and such amounts will be subject to the terms of the Shareholder’s Shares in the Fund. Any amounts of the Series A2 Restricted Performance Allocation that are not subject to a Series A2 Restricted Performance Allocation Reduction will be allocated to the Master Fund GP at such time. Notwithstanding the foregoing, if a Shareholder makes a Redemption from the Fund, a *pro rata* portion (based on the portion of the Master Fund Account balance indirectly withdrawn) of the balance of any Series A2 Restricted Performance Allocation will be immediately allocated to the Master Fund GP without the application of a Series A2 Restricted Performance Allocation Reduction. For the avoidance of doubt, no Series A2 Restricted Performance Allocation Reduction will be applied to the portion of the Series A2 Restricted Performance Allocation that is allocated to the Master Fund GP as a result of a Shareholder’s Redemption.

For purposes of calculating the Performance Allocation in respect of the Master Fund Account corresponding to a Shareholder's Sub-Series of Series A2 Founders Shares, Series B3 Shares and Series C1 Shares:

A **"Performance Allocation Calculation Period"** begins each January 1 and ends each December 31 (or if a Master Fund Account is established after January 1, the period from the effective date of the corresponding Subscription and the immediately following December 31).

"Index" means the MSCI ACWI Net Total Return USD Index (*i.e.*, Bloomberg Ticker: NDUEACWF Index).

"Base Amount" means the Net Asset Value of a Master Fund Account as of the beginning of each Performance Allocation Calculation Period.

"Index Return" with respect to each Performance Allocation Calculation Period is the (hypothetical) amount that would have been gained (or lost) if the Net Asset Value of a Master Fund Account as of the beginning of the Performance Allocation Calculation Period had earned a rate of return equal to the rate of return of the Index during such Performance Allocation Calculation Period (*i.e.*, the Base Amount multiplied by the percentage increase or decrease in the Index from the beginning to the end of such Performance Allocation Calculation Period).

"Investor Return" with respect to each Performance Allocation Calculation Period equals the (actual) amount of net appreciation (or net depreciation) allocated to a Master Fund Account during such Performance Allocation Calculation Period (including both realized and unrealized gains and losses), after reduction for Management Fees and expenses (including at the Fund level), but prior to reduction for accrued Performance Allocations not yet made.

If the Investor Return is greater than the Index Return, in each case as calculated from the beginning to the end of the current Performance Allocation Calculation Period, the difference equals **"Outperformance."** Such Outperformance will be subject to a 20% Performance Allocation (subject to any Underperformance Carryforward) as described above.

If the Index Return is greater than the Investor Return, in each case as calculated from the beginning to the end of the current Performance Allocation Calculation Period, the difference equals **"Underperformance."** The amount of any Underperformance attributable to a Master Fund Account as of the end of a Performance Allocation Calculation Period will either (i) result in a Series A2 Restricted Performance Allocation Reduction (if applicable) or (ii) be carried forward (the **"Underperformance Carryforward"**) and applied to reduce future Performance Allocations. The amount of the Underperformance Carryforward is reduced (but not below \$0) by subsequent Outperformance and increased by any subsequent Underperformance, except that, to the extent that any portion of a Series A2 Restricted Performance Allocation is reduced pursuant to a Series A2 Restricted Performance Allocation Reduction, such subsequent Underperformance will be reduced by an amount equal to (x) the amount of such Series A2 Restricted Performance Allocation Reduction divided by (y) 20% for purposes of calculating the Underperformance Carryforward.

The Index Return accrues monthly in amounts equal to the Base Amount multiplied by the percentage increase or decrease in the Index from the beginning to the end of such month.

As of the beginning of each new Performance Allocation Calculation Period, the Base Amount is reset to the Net Asset Value of such Master Fund Account (after reduction for any Performance Allocation then made, if any), and the Index Return is reset to \$0.

The Performance Allocation is based on performance relative to the Index. Accordingly, if there is Outperformance as of the end of a Performance Allocation Calculation Period, a Performance Allocation is made to the Master Fund GP even if the Net Asset Value of a Master Fund Account has declined over the course of the Performance Allocation Calculation Period. Conversely, if there is Underperformance as of the end of a Performance Allocation Calculation, no Performance Allocation is made even if the Net Asset Value of a Master Fund Account has appreciated over the course of the Performance Allocation Calculation Period.

For the avoidance of doubt, references herein to the Net Asset Value of a Master Fund Account will not include any amount of a Series A2 Restricted Performance Allocation.

Redemptions During a Performance Allocation Calculation Period

If Shares are redeemed from a Sub-Series of Series A2 Founders Shares, Series B3 Shares or Series C1 Shares as of a date other than a December 31, a Performance Allocation is calculated and made from the corresponding Master Fund Account to the Master Fund GP in an amount equal to: (i) the Performance Allocation that would have been made had the Redemption Date been a December 31, multiplied by (ii) the fraction, expressed as a percentage, the numerator of which is the Gross Asset Value of the amount being redeemed from such Master Fund Account and the denominator of which is the Gross Asset Value of such Master Fund Account immediately prior to such Redemption (the “**Reduction Percentage**”). Upon such Redemption, the Base Amount, the Index Return, the Investor Return and the Underperformance Carryforward (if any) are reduced proportionately by an amount equal to the Base Amount, the Index Return, the Investor Return and the Underperformance Carryforward, respectively, being multiplied by the Reduction Percentage.

For example, if 25% of a Sub-Series of Series A2 Founders Shares are redeemed, a Performance Allocation is made from the Master Fund Account corresponding to such Sub-Series equal to 25% of any accrued Performance Allocation attributable to such Master Fund Account as of the Redemption Date, and the Base Amount, the Index Return, the Investor Return and the Underperformance Carryforward are each reduced by 25% (i.e., the same proportionate reductions of the Master Fund Account’s Net Asset Value (and Base Amount), Index Return, Investor Return and Underperformance Carryforward are made).

For the avoidance of doubt, the Performance Allocation made upon an intra-year Redemption is calculated and made solely with respect to the amount redeemed from a Master Fund Account, and the foregoing adjustments are intended to have no effect on the Performance Allocation calculated and made with respect to the remaining portion of such Master Fund Account as of the end of such Performance Allocation Calculation Period.

Sub-Series of Series A2 Founders Shares, Series B3 Shares and Series C1 Shares

As of each date the Fund issues Series A2 Founders Shares, Series B3 Shares or Series C1 Shares, the Fund will issue a new Sub-Series of Series A2 Founders Shares, Series B3 Shares or Series C1 Shares at \$1,000 per Share. The Fund may designate more than one Sub-Series of Series A2 Founders Shares, Series B3 Shares or Series C1 Shares on the same Subscription Date if the Fund determines doing so is necessary or advisable in order to equitably account for any differences among the subscribing Shareholders (e.g., if certain Shareholders are restricted from participating in “new issues”). For the avoidance of doubt, Shareholders subscribing to the Fund on more than one Subscription Date will be issued Series A2 Founders Shares, Series B3 Shares or Series C1 Shares of a new Sub-Series in respect of each such subscription. Each Sub-Series generally participates in the gains and losses of the Fund in accordance with its Proportionate Share.

Management Fees and Performance Allocations are calculated and paid or made separately in respect of each Sub-Series. Shareholders holding Shares in more than one Sub-Series could be subject to Performance Allocations in respect of one or more of such Sub-Series, even though such Shareholder's aggregate investment has, on an overall basis, been unprofitable.

Two or more Sub-Series of Series A2 Founders Shares, Series B3 Shares or Series C1 Shares may be consolidated into a single Sub-Series as of the beginning of any Performance Allocation Calculation Period (as defined below) using the Net Asset Value per Share of the longest outstanding Sub-Series included in such consolidation; *provided*, that each Sub-Series was subject to a Performance Allocation as of the end of the immediately preceding Performance Allocation Calculation Period. Any such consolidation will have no economic effect on any Shareholder.

The Fund may, but generally does not intend to, declare or pay Dividends. Dividend payments, if made, will be treated as Redemptions for Performance Allocation purposes.

Transfers

Transfers to new beneficial owners generally will be treated as a Redemption by the transferor (subject to a Performance Allocation, if due) and a new Subscription by the transferee. Performance Allocations made as a result of a Transfer of part or all of a Shareholder's Shares reduce the Net Asset Value of the Shares received by the Transferee. However, the Investment Manager may determine to treat the transferee as if it were the alter ego of the transferor for one or more purposes (including in respect of Performance Allocations), and generally intends to do so upon request if the transferee is a "Related Investor," as determined by the Investment Manager in its sole discretion.

Change in Law

Each Shareholder agrees by subscribing to the Fund that, if due to a change in Law, the Master Fund GP or the Investment Manager Parties are required to repay Tax Distributions in respect of the Series A1 Restricted Performance Allocation or the Series A2 Restricted Performance Allocation, the Fund may amend the calculations and allocations of the Performance Allocation on a going forward basis, (A) such that (1) first, the Master Fund GP is allocated its actual tax liability associated with the calculation of the entire Performance Allocation as of the end of the Performance Allocation Period, (2) second, the Master Fund GP is allocated 50% of the remaining Performance Allocation amount as of the end of the Performance Allocation Period and (3) third, the Series A1 Restricted Performance Allocation or the Series A2 Restricted Performance Allocation, as applicable, will initially be the remaining amount of the Performance Allocation amount or (B) to such other methodology that preserves the economic arrangements between the Shareholders and the Master Fund GP and achieves the intent expressed herein to the greatest extent possible while being compliant with the change in Law.

The Master Fund GP may waive, reduce, or modify the Performance Allocation with respect to certain Shareholders, without entitling any other Shareholder to a similar waiver, reduction or modification.

CERTAIN RISK FACTORS

The Shares are speculative and illiquid securities involving substantial risk of loss. The Shares may be suitable (if at all) only for sophisticated persons for which an investment in the Fund does not represent a complete investment program and who fully understand and are capable of assuming the risks of an investment in the Fund. The Fund is not a suitable investment for many portfolios. The following considerations — which do not purport to be a complete list of all the risks involved in an investment in the

Fund or a complete description even of those risks which are outlined — should be carefully evaluated before deciding whether to invest in the Fund.

General Risks

Limited Operating History

As of the date of this Memorandum, the Fund and the Master Fund have only limited operating and performance history. There can be no assurance that the Fund will raise or maintain sufficient capital in order to fully implement its investment program and achieve its objectives.

Potential Loss of Investment

An investment in the Fund is speculative and involves substantial risks. There can be no assurance that the Fund will achieve its objective or avoid incurring substantial or total losses.

Alternative investment strategies which use leverage and/or take short positions — such as the strategy implemented by the Investment Manager for the Fund — are subject to a “risk of ruin” to which traditional, unleveraged, all-long strategies are not. The use of leverage and short positions by alternative strategies not only increases the risk of loss, but also makes such strategies dependent on the willingness of brokers and dealers to continue to extend credit and lend securities to be sold short.

Past Performance is not Indicative of Future Results

The past performance of the Fund is not necessarily indicative of future results, and there can be no assurance that the Fund’s performance will be comparable in the future to how it has performed in the past. In particular, due to the concentrated “buy and hold” nature of the Investment Manager’s strategies, certain individual positions acquired by the Fund may have a material and disproportionate contribution to the overall performance of the Fund during their holding periods (as compared to the Fund’s portfolio in general) that cannot or will not be replicated in the future.

Prior to founding the Investment Manager, the Principal founded and operated Echinus Advisors, LLC, an investment adviser registered with the SEC that managed private funds (“**Echinus Funds**”) pursuant to investment strategies similar to those the Investment Manager will implement on behalf of the Fund. However, the past performance of the Echinus Funds is not necessarily indicative of the performance of the Fund, and there can be no assurance the performance of the Fund in the future will be comparable to the performance of the Echinus Funds in the past.

Dependence on the Investment Manager and the Principal

The Fund is dependent on the services of the Investment Manager, and the Investment Manager, in turn, is dependent on the services of the Principal, for directing the investing and trading activities of the Fund. The success of the Fund is therefore heavily dependent on the activities, judgment and availability of the Principal. If the services of the Principal became unavailable to the Investment Manager for any reason it could — at least in the foreseeable future — have a material adverse effect on the Fund, and potentially result in the winding-up and dissolution of the Fund, perhaps under disadvantageous market conditions.

Not a Complete Investment Program

The Fund's portfolio is generally expected to be concentrated in a limited number of investments and not be broadly diversified. The less diversified nature of the Fund's strategy (as compared to more broadly diversified strategies and portfolios) can result in increased performance volatility and risk. The Fund is not intended as, and does not constitute, a complete investment program.

No Assurance of Non-Correlation to Traditional Portfolios

One of the potential benefits of including "alternative" investment strategies in a traditional portfolio is the potential risk control gained from diversifying a portfolio into investment strategies that may not be highly correlated with the overall equity markets in general. However, there can be no assurance, particularly during periods of market disruption and stress when the risk control benefits of diversification may be most important, that the Fund's results will not be correlated to the general performance of the equity markets. It is expected that the Fund's investment portfolio will consist of a concentrated group of positions. With such concentration and lack of diversification, losses incurred in such positions will have a material adverse effect on the Fund's overall financial condition that might otherwise be mitigated if the Fund had a more diversified portfolio. This may be especially true during periods of market dislocation or volatility. Since the Fund's portfolio is expected to have a significant "long" bias that will generally seek to be fully invested and may engage in certain hedging activities on only a limited or occasional basis, a general drawdown in the overall equities markets will likely result in a significant decline in the value of the Fund's assets or a complete loss. Unless the Fund's performance exhibits only limited correlation to the overall equity markets, an investment in the Fund will not provide meaningful diversification benefits to an overall portfolio.

Competition; Potential Strategy Saturation

The Fund competes with numerous other private investment funds, financial institutions and other investors pursuing similar strategies, many of which may have substantially greater resources than the Fund and the Investment Manager.

The amount of capital committed to alternative investment strategies has increased dramatically during recent years. The profit potential of the Fund may be materially reduced as a result of the "saturation" of the alternative investment field and competition for the same or similar types of trades and transactions.

Risk of Loss Due to the Bankruptcy or Failure of Counterparties, Brokers or Exchanges

The Fund is subject to the risk of the insolvency of its counterparties (such as broker-dealers, futures commission merchants, banks or other financial institutions, exchanges or clearinghouses).

The Fund's assets could be lost or impounded during a counterparty's bankruptcy or insolvency proceedings and a substantial portion or all of the Fund's assets may become unavailable to it either permanently or for a matter of years. Were any such bankruptcy or insolvency to occur, the Investment Manager might decide to liquidate, suspend, limit or otherwise alter trading, perhaps causing the Fund to miss significant profit opportunities and/or to suspend Redemptions. Even if the Fund does not lose any of its assets on deposit with a bankrupt or insolvent counterparty, the disruption of the Fund's trading resulting from such counterparty's inability to continue to function in such capacity could result in material losses to the Fund. Open positions held by the Fund may not be closed out merely because the Fund's counterparty is unable to execute transactions, and may result in substantial losses which the Fund is powerless to prevent.

Market Risks

Market Risks in General

The Investment Manager's equity strategies are subject to multiple dimensions of market risk including, but not limited to: unexpected directional price movements; changes in the regulatory environment; changes in market volatility; political and market disruptions; misconduct by management; inaccurate government and financial reporting and unequal access to market information.

The diversification of the Fund's positions will be limited and may not provide meaningful risk control. The particular or general types of market conditions in which the Fund may incur losses or experience unexpected performance volatility cannot be predicted, and the Fund may materially underperform other investment funds with substantially similar investment objectives and approaches.

Declining Equity Markets

The profit potential of the Fund may be materially diminished during market cycles in which there is a general decline in equity price levels.

Volatility; Stagnant Markets

The prices of the instruments traded by the Fund have been subject to periods of excessive volatility in the past, and such periods can be expected to recur. Price movements are influenced by many unpredictable factors, such as market sentiment, inflation, interest-rate movements and general economic and political conditions. While volatility can create profit opportunities for the Fund, it can also create greater risk.

Although volatility is one indication of market risk, certain of the investment strategies employed by the Fund rely for their profitability on market volatility contributing to the mispricings which they are designed to identify. In periods of trendless or stagnant markets, certain of the strategies employed by the Fund may have materially diminished prospects for profitability.

Inflation and Interest-Rate Risk

Following an extended period during which interest rates have been at historic lows in a number of countries, the U.S. and many other countries have experienced rising inflation. In response to rising inflation, central banks and governments have taken corrective actions, including increasing short-term and long-term interest rates or changing monetary policies or interest-rate policies. Governmental efforts to curb inflation often have negative effects on the level of economic activity. The operations of the issuers in which the Fund invests may be sensitive to interest-rate changes. To the extent such issuers rely on financing for working capital needs, their profitability will be materially impacted by changes in interest rates. Similarly, rising interest rates generally increases the costs of any leverage used by the Fund. As such, inflation and rising interest rates can adversely affect the value of the Fund's investment and the performance of the Fund. There can be no assurance that inflation and interest rates will not continue to rise or have a material adverse effect on the Fund's strategies.

Lack of Liquidity

The Investment Manager generally expects that all or substantially all of the Fund's portfolio will be highly liquid under normal market conditions. However, the market for certain of the instruments traded by the Fund may be or may become less liquid. Liquidity in the marketplace can drop dramatically in times

of market stress or other unforeseen circumstances. Lack of liquidity can make it economically infeasible for the Fund to recognize profits on open positions or to close out open positions against which the market is moving, and the Fund may be required to hold such securities and instruments despite adverse price movements. In addition, if the Fund makes a short sale of an illiquid or less liquid security or instrument, it may have difficulty in covering the short sale, resulting in a potentially unlimited loss on that position.

United Kingdom Membership of the European Union

The United Kingdom (the “UK”) ceased to be a member of the EU on January 31, 2020 (“Brexit”). During a prescribed period (the “**Transitional Period**”), which ended on December 31, 2020, certain transitional arrangements were in effect, such that the UK continued to be treated, in most respects, as if it were still a member of the EU, and generally remained subject to EU law. On December 24, 2020, the EU and the UK reached an agreement in principle on the terms of certain agreements and declarations governing the ongoing relationship between the EU and the UK, including the EU-UK Trade and Cooperation Agreement (the “TCA”). The TCA is limited in its scope primarily to the trade of goods, transport, energy links, and fishing; in particular, the TCA does not make any meaningful provision for the financial services sector. Uncertainties remain relating to certain aspects of the UK’s future economic, trading, and legal relationships with the EU and with other countries.

The impact of such events on the Fund is difficult to predict but they may adversely affect the return of the Fund and its investments. There may be detrimental implications for the value of certain of the Fund’s investments and/or the Fund’s ability to enter into transactions, to value or realize its investments or to otherwise implement its investment program. It is possible that certain of the Fund’s investments may need to be restructured to enable the Fund’s objectives to be pursued fully. This may increase costs or make it more difficult for the Fund to pursue its investment objectives.

Extreme Market Disruptions

The Investment Manager and the Fund are subject to risks associated with the consequences of natural disasters (e.g., fire, flood, earthquake, storm and hurricane), epidemics, pandemics and other outbreaks of serious contagious diseases (such as severe acute respiratory syndrome (SARS), avian flu, H1N1/09 flu and COVID-19 (commonly known as the “Coronavirus”)), terrorist attacks (or the fear of or the precautions taken in anticipation of such attacks), and other acts of war (e.g., war, invasion, acts of foreign enemies, hostilities and insurrection, regardless of whether war is declared). The occurrence of a natural disaster, epidemic, terrorist attacks or other acts of war (including the Russian invasion of Ukraine) have the potential to cause severe disruptions in the economies and financial markets of many industries, countries and regions (even beyond the site of the natural disaster, epidemic or attack) in which the Fund invests, leading to or extending regional or global economic downturns. In particular, such events could exacerbate political, social, and economic risks, and result in significant breakdowns, delays and other disruptions to important global, local and regional supply chains affected, resulting in substantial or total losses investment and illiquidity, as well as interrupting the business continuity and operations of the Investment Manager. A climate of uncertainty, including the contagion of infectious viruses or diseases, may also reduce the availability of potential investment opportunities, impair the ability to monitor and evaluate existing investments, cause substantial illiquidity in the marketplace, and reduce the accuracy of financial projections and valuations of the Fund’s portfolio.

Russian Invasion of Ukraine

Russia’s military incursions in Ukraine have led to, and may lead to additional, sanctions being levied by the United States, the EU, the UK and other countries against Russia. Russia’s military incursion and the resulting sanctions could adversely affect financial markets and thus could affect the value of the

Fund's investments, even beyond any direct exposure the Fund may have to Russian issuers or the adjoining geographic regions. The extent and duration of the military action, sanctions and resulting market disruptions are impossible to predict, but could be substantial. Any such disruptions caused by Russian military action or other actions (including cyberattacks and espionage) or resulting actual and threatened responses to such activity, including purchasing and financing restrictions, boycotts or changes in consumer or purchaser preferences, sanctions, tariffs or cyberattacks on the Russian government, Russian companies or Russian individuals, including politicians, may impact Russia's economy and Russian issuers of securities in which the Fund invests. Actual and threatened responses to such military action may also impact the markets for certain Russian commodities, such as oil and natural gas, as well as other sectors of the Russian economy, and may likely have collateral impacts on such sectors globally.

Strategy Risks

Focus on Equity Securities; Directional Trading

Although the Fund may trade a variety of financial instruments in implementing its investment strategy, the Investment Manager generally expects that the Fund will invest primarily in publicly-traded equity securities and the Fund's strategies are based primarily on attempting to predict the future price level of different equity or equity-related instruments. The price of equity securities are directly affected by issuer-specific events, as well as general market conditions. Numerous inter-related and difficult-to-quantify economic factors, as well as market sentiment, subjective and extraneous political, climate-related and terrorist factors, influence the performance of equities. Price movements are often determined by unanticipated factors, and even if the determining factors are correctly identified, the Investment Manager's analysis of those factors may prove inaccurate, potentially leading to substantial losses. Predicting future prices is inherently uncertain and the losses incurred, if the market moves against a position, will often not be hedged. Even if the Investment Manager's analysis of a company's fundamentals perform as expected, it is possible that its securities trade at a discount to the Investment Manager's appraisal of intrinsic value for an extended period of time, or even indefinitely. As the Fund's equity positions may be leveraged, even comparatively minor adverse market movements can result in substantial losses. Furthermore, mismanagement or misconduct by corporate officers can cause the complete loss of an equity investment. The speculative aspect of attempting to predict absolute price movements is generally perceived to exceed that involved in attempting to predict relative price fluctuations.

Concentration of Investments

The Fund's investment portfolio can be expected to be highly concentrated in the securities of relatively few issuers overall, with a substantial majority of the Fund's portfolio generally expected to be concentrated in approximately five to ten of the Investment Manager's highest conviction ideas (although the actual number of concentrated positions may be higher or lower from time to time and over time). The concentrated nature of the Fund's portfolio may cause its performance to be more volatile than a more diversified portfolio, and a significant loss in any single position could have a material adverse effect on the Fund's overall performance, even if the remainder of the Fund's positions are successful.

Fundamental Analysis

The focus of the Investment Manager's strategy is based on fundamental, "bottom-up" analysis of individual issuers. Fundamental analysis — which is based on the theory that market mispricings exist because market prices do not incorporate all knowable economic and other relevant data (in the case of the Investment Manager, with particular emphasis on the idiosyncratic factors applicable to individual issuers) — is subject to the risk of inaccurate or incomplete market information, as well as the difficulty of predicting future prices based upon analysis of all known information. In addition, market sentiment may

cause market prices to be materially discounted from the expected prices indicated by fundamental analysis or when technical factors, such as price momentum encouraged by trend following, dominate the market.

It is impossible to predict the time it will take for market price and intrinsic value to converge (if ever). Even if the Investment Manager's fundamental analysis of the intrinsic value of an investment may be accurate, the Fund may be unable to hold the position until such intrinsic value is reflected in market price.

Reliance on Data

The Investment Manager's trading strategies are highly reliant on the gathering, cleaning, culling and analysis of large amounts of data from third-party and other external sources. It is not possible or practicable, however, to factor all relevant, available data into forecasts and/or trading decisions. The Investment Manager will use its discretion to determine what data to gather with respect to any strategy and what subset of that data the trading models take into account to produce forecasts which may have an impact on ultimate trading decisions. In addition, due to the automated nature of such data gathering and the fact that much of this data comes from third-party sources, it is inevitable that not all desired and/or relevant data will be available to, or processed by, the Investment Manager at all times. In such cases, the Investment Manager may and often will continue to generate forecasts and make trading decisions based on the data available to it. Additionally, the Investment Manager may determine that certain available data, while potentially useful in generating forecasts and/or making trade decisions, is not cost effective to gather due to either the technology costs or third-party vendor costs, and in such cases, the Investment Manager will not use such data.

Investors should be aware that, for all of the foregoing reasons and more, there is no guarantee that any specific data or type of data will be utilized in generating forecasts or making trading decisions on behalf of the Fund, nor is there any guarantee that the data actually utilized in generating forecasts or making trading decisions on behalf of the Fund will be (i) the most accurate data available or (ii) free of errors. Investors should assume that the foregoing limitation and risks associated with gathering, cleaning, culling and analysis of large amounts of data from third-party and other external sources are an inherent part of investing with a process-driven, investment strategy such as the one employed by the Investment Manager on behalf of the Fund.

Use of Alternative Data

The analysis and interpretation of alternative data involves a high degree of uncertainty and may entail significant expense which may be borne by the Fund. Alternative data typically refers to information derived from non-traditional sources of financial information. Alternative data is often less structured than traditional data sets and usually has less history, thus making it more complex to incorporate into investment models. Alternative data providers often do not have enterprise standard infrastructure for data delivery, which can result in data sets being suspended, delayed, degraded, adjusted or otherwise less uniform. Moreover, there has been increased scrutiny from a variety of regulators regarding the use of alternative data for investment purposes, and its use or misuse under current or future laws and regulations could create liability for the Investment Manager or the Fund in various jurisdictions. In addition, any future limitations on the use of alternative data or the unavailability of such alternative data sets could have an adverse impact on the performance of the Fund.

Artificial Intelligence and Machine Learning Developments

Recent technological advances in artificial intelligence and machine learning technology (collectively, "**Machine Learning Technology**") pose risks to the Investment Manager, the Fund and the

companies in which the Fund invests. The Investment Manager, the Fund and the companies in which the Fund invests could be further exposed to the risks of Machine Learning Technology if third-party service providers or any counterparties, whether or not known to the Investment Manager, use Machine Learning Technology in their business activities. The Investment Manager will not be in a position to control the operations of third-party service providers or counterparties, the manner in which third-party products are developed or maintained or the manner in which third-party services are provided.

Use of Machine Learning Technology could include the input of confidential information (including material non-public information) by third parties in contravention of non-disclosure agreements (or similar undertakings or obligations of confidentiality) into Machine Learning Technology applications, resulting in such confidential information becoming part of a dataset that is accessible by other third-party Machine Learning Technology applications and users. Machine Learning Technology and its applications, including in the private investment and financial sectors, continue to develop rapidly, and it is impossible to predict the future risks that may arise from such developments.

Short Sales

The Investment Manager will, from time to time, sell securities short in implementing the Fund's investment strategies. In order to initiate a "short" sale, a seller must "locate" a source from which the seller can borrow the securities to be sold short and in order to make delivery to the buyer of a security sold short, the seller must borrow the security. In so doing, it incurs the obligation to replace that security, whatever its price may be, at the time it is required to deliver it to the lender. The seller ordinarily fulfills its obligation to return a security previously sold short by acquiring fungible securities on the open market.

When the Fund sells a security, the Fund must also pay to the lender of the security any dividends or interest payable on the security during the borrowing period and may have to pay a premium for the right to borrow the security. This obligation must, unless the Fund then owns or has the right to obtain, without payment, securities identical to those sold short—which the Fund does generally not do—be collateralized by a deposit of cash or marketable securities with the lender. Short selling is subject to a theoretically unlimited risk of loss because there is no limit on how much the price of a security may appreciate before the short position is closed out. There can be no assurance that the securities necessary to cover the short position will be available for purchase by the Fund. In addition, purchasing securities to close out the short position can itself cause the price of the relevant securities to rise further, thereby increasing any loss incurred by the Fund. Furthermore, the Fund may be forced to close out a short position prematurely if a counterparty from which the Fund borrowed securities demands their return, resulting in a loss on what might otherwise have been a profitable position.

From time to time, certain traders may attempt to profit by forcing short sellers to cover their short positions. These traders make large purchases of a security that has been sold short with the objective of driving up the price of such security through their purchases in the expectation that short sellers will seek to limit their losses by buying such security in the open market for return to their lenders, thereby driving the price of such security even higher: a so-called "short squeeze." For example, in January 2021, a short squeeze of the stock of the American video game retailer GameStop and other securities took place, causing major financial consequences and substantial losses for short sellers, including a number of hedge funds and funds of hedge funds. The short squeeze was triggered by users of various social media sites with the apparent intent of driving up the price of GameStop and other securities for reasons unrelated to the underlying fundamentals of the issuers. There can be no assurance that other coordinated and targeted short squeezes such as those that occurred in January 2021 will not happen again in the future.

Use of Leverage

The Fund invests on a leveraged basis, primarily through its borrowings. Losses incurred on the Fund's leveraged investments increase in direct proportion to the degree of leverage employed. The Fund also incurs interest expense on the borrowings used to leverage its positions.

To the extent that the assets of the Fund have been leveraged through the borrowing of money, the purchase of securities on margin, or otherwise, the interest expense and other costs and premiums incurred in relation thereto may not be recovered. The level of interest rates generally, and the rates at which the Fund can borrow in particular, are an expense of the Fund and therefore affect its profitability. If gains earned by the Fund's portfolio fail to cover such costs, the Net Asset Value of the Fund may decrease faster than if the Fund had not engaged in such borrowing transactions.

Financing Arrangements

Leverage is integral to the Investment Manager's strategy, and the Fund depends on the availability of credit in order to provide such leverage by financing its portfolio. There can be no assurance that the Fund will be able to maintain adequate financing arrangements.

As a general matter, the banks and dealers that provide financing to the Fund can apply essentially discretionary margin, haircut, financing, security and collateral valuation policies and, from time to time (for example, during the "market crises" of 1994, 1998 and 2008-2009), have largely eliminated the availability of financing in an attempt to protect their capital. Reductions in available leverage would not only make it difficult for the Investment Manager to implement its strategies prospectively, but also would force the Fund to liquidate its existing positions, likely at material losses.

Changes by banks and dealers in the foregoing policies, or the imposition of other credit limitations or restrictions, whether due to market circumstances or governmental, regulatory or judicial action, may result in margin calls, loss of financing, forced liquidation of positions at disadvantageous prices, termination of swap and repurchase agreements and cross-defaults to agreements with other dealers. Any such adverse effects may be exacerbated in the event that such limitations or restrictions are imposed suddenly and/or by multiple market participants at or about the same time. The imposition of such limitations or restrictions could compel the Fund to liquidate part or all of its portfolio at disadvantageous prices.

Execution Risk

The Fund will execute a number of trades in connection with its ongoing investment activities. The cost of doing so will be materially affected by the efficiency of the Fund's transactions. Inefficient executions can generate substantial transaction costs over time, possibly materially reducing the profitability of the Fund's positions.

Inadvertent Receipt of Confidential Information

From time to time, the Investment Manager may come into possession of material non-public information concerning specific companies which may prevent the Investment Manager from executing transactions in the securities issued by such companies. Furthermore, the Investment Manager may feel itself restricted in its trading due to its possession of certain confidential information even though other market participants trade on the basis of the same information. Alternatively, the Investment Manager and its affiliates may decline to receive material non-public information which it is entitled to receive on behalf of the Fund or other clients, in order to avoid trading restrictions for the Fund or any other accounts under

its management, even though access to such information might have been advantageous to the Fund and other market participants are in possession of such information. As a result of the foregoing limitations (including the inability to close out existing positions), the Fund may be subject to potential losses.

Reliance on the Integrity of Financial and Economic Reporting

The Fund's equity-related strategies rely on the financial, economic and policy data made available by the issuer, government agencies, rating agencies, professional services firms and central banks. Such data can have a material influence and effect on the investment positions taken by the Investment Manager on behalf of the Fund. However, the Investment Manager generally has no ability to independently verify such information and will be dependent upon the integrity of the management of these issuers, as well as the competence of the individuals and processes by which such data is generated. The Fund could incur material losses as a result of the misconduct or incompetence of such individuals and/or a failure of or substantial inaccuracy in the generation of such information. Past events have demonstrated the material losses which investors such as the Fund can incur as a result of corporate mismanagement, fraud and accounting irregularities.

Hedging

The Investment Manager may attempt, but does not generally expect, to hedge certain market or other risks inherent in the Fund's positions, and, in cases where it does hedge, may choose to do so only partially. Specifically, the Investment Manager may choose not to hedge certain risks or it may determine that it is economically unattractive to do so — either in respect of particular positions or in respect of the Fund's overall portfolio. The Fund's portfolio composition commonly results in various components of directional market risks remaining unhedged.

Even if the Investment Manager is successful in establishing hedging positions, such hedging may reduce the Fund's returns or possibly increase and/or cause material losses. Furthermore, it is possible that the Investment Manager's hedging strategies will not be effective in controlling risk due to unexpected changes in correlation between the hedging instrument and the position being hedged, thereby increasing rather than reducing both risk and losses.

To the extent that the Investment Manager engages in any hedging activities, its hedges are unlikely to be static but rather may need to be continually adjusted based on the Investment Manager's assessment of market conditions, as well as the expected degree of non-correlation between the hedges and the portion of the portfolio being hedged. The success of the Investment Manager's hedging strategy may depend on the Investment Manager's ability to implement a dynamic hedging approach efficiently and cost effectively, as well as on the accuracy of the Investment Manager's ongoing judgments concerning the hedging positions to be acquired by the Fund.

Currency Risks

The Fund may invest in securities or other instruments that are denominated in a currency other than the U.S. Dollar. Fluctuations in the value of such currencies as compared to the U.S. Dollar may have a material effect on the performance of the Fund (which could be positive or negative). The Investment Manager may, but is not obligated, to hedge currency risk. Any currency hedging transactions could result in substantial transaction costs as well as losses.

Limited Liquidity of Certain Portfolio Investments

The Fund generally invests in securities or other instruments that are liquid (if not highly liquid) at the time of acquisition. However, it is possible that certain positions acquired by the Fund may be thinly traded or relatively illiquid, and positions that were liquid at the time of acquisition may become illiquid while held by the Fund. The Fund may also acquire securities in private offerings which may never be registered for resale or which may not be permitted to be resold for a period of time, as well as acquire substantial positions in a particular company relative to the total amount of such company's outstanding securities. In such cases, and in the event of extreme market activity, the Fund may be unable to close out a position against which the market is moving so as to limit losses or a position which has become profitable in order to realize the profits, or it may only be able to liquidate such a position at a substantial discount to fair market value. The Fund's sales of thinly traded securities could depress the market value of such securities and thereby reduce the Fund's profitability or increase its losses.

Co-Investments

The Investment Manager may determine that certain investment opportunities appropriate for the Fund cannot or should not be acquired in full by the Fund based on such factors as the size or composition of the Fund's overall portfolio, investment concentration or other reasons deemed relevant by the Investment Manager. In such instances, the Investment Manager may (but is not required to) offer such excess investment opportunities to one or more investors in the Fund, to other funds or accounts managed by the Investment Manager, the Master Fund GP or their respective affiliates, or such other persons as determined by the Investment Manager. The Investment Manager has no obligation to offer any such co-investment opportunity to any Shareholder by virtue of its investment in the Fund, and may offer such opportunities to fewer than all Shareholders based on such factors as the Investment Manager may determine. Investors participating in co-investment opportunities may do so by acquiring a separate class or series of Shares issued by the Fund that participates only in such co-investment opportunity (effectively, a "side pocket" investment within the Fund), or through vehicles managed by or otherwise affiliated with the Investment Manager (in each case, a "**Co-Investment Vehicle**"). Alternatively, certain investors may invest directly in a particular co-investment opportunity alongside the Fund and/or a Co-Investment Vehicle. The fees, other compensation, and terms of any investment in a Co-Investment Vehicle may differ from the fees, other compensation, or terms of an investment in either Partnership. Those participating in such a co-investment opportunity, including those participating through a Co-Investment Vehicle, may liquidate a co-investment at a different time or times, and in different amounts than the Fund, which may have an adverse effect on the Fund.

Any expenses reasonably determined by the Investment Manager to be attributable and payable by both the Fund and a Co-Investment Vehicle will be allocated *pro rata* among the Fund and any Co-Investment Vehicles or in such other manner the Investment Manager determines to be equitable under the circumstances. However, subject to applicable law, the Fund will bear all out of pocket expenses (including, without limitation, legal and accounting costs) associated with any co-investment opportunity that is unconsummated, including any portion thereof that may or would have been allocated to potential investors had such co-investment been consummated.

Availability of Investments

From time to time, a material portion of the Fund's portfolio may consist of cash or cash equivalents if the Investment Manager is unable to identify investment opportunities it considers suitable for the Fund. During such periods, the prospects for the Fund's success may be materially diminished.

Certain Instruments Traded

Equity Securities

The Fund generally expects to invest primarily in equity securities on a long and short basis. The value of equity securities are directly affected by issuer-specific events, as well as general market conditions that can adversely affect the prices of equity securities within a particular industry, market sector or in general. As a result, the Fund may suffer losses if it invests in equity instruments of issuers whose performance diverges from the Investment Manager's expectations or if equity markets generally move in an unfavorable direction with respect to the various equity security positions. The Fund also may be exposed to risks that issuers will not fulfill contractual obligations, such as, in the case of convertible securities or private placements, delivering marketable common stock upon conversions of convertible securities and registering restricted securities for public resale.

Small Cap and Mid Cap Stocks in General

The Fund may invest a portion of its capital (which may be material) in small cap and mid cap stocks. The small cap and mid cap equity markets are, in general, subject to a number of materially greater risks than the larger capitalization equity market. In particular, the securities of small cap and mid cap issuers are often more volatile and less liquid than investments in larger issuers, and more likely to be adversely affected by poor economic or market conditions. Among the reasons for such increased risk are: the generally smaller amount of information that is available concerning small cap and mid cap issuers or stocks rather than large cap issuers or stocks; the tendency of all small cap and mid cap stocks to trade down during periods of market crisis; the greater chance for management misconduct or incompetence to materially adversely affect the prospects for the issuer as a whole; and the comparative illiquidity of the small cap and mid cap market, creating the possibility of unusually wide bid-ask spreads and increasing the expected delay before the market value is brought into equilibrium with actual or realizable value.

Small and mid cap issuers can be particularly vulnerable to changes in economic conditions, including, for example, interest rates, inflation rates, industry conditions, competition, regulatory environment, technological developments, political and diplomatic events and trends, tax laws and innumerable other factors outside the control of the Investment Manager, that can substantially and adversely affect the business and prospects of the Fund. In addition, small cap and mid cap issuers may lack the management experience, financial resources and product diversification of larger companies, making them more susceptible to market pressures and business failure.

Preferred Stock

Preferred stock generally has a preference over an issuer's common stock as to dividends and in the event of liquidation, but it ranks junior to debt securities in an issuer's capital structure. Preferred stock generally pays dividends in cash (or additional shares of preferred stock) at a defined rate, but unlike interest payments on debt securities, preferred stock dividends are payable only if declared by the issuer's board of directors. Dividends on preferred stock may be cumulative, meaning that, in the event the issuer fails to make one or more dividend payments on the preferred stock, no dividends may be paid on the issuer's common stock until all unpaid preferred stock dividends have been paid. Preferred stock may also be subject to optional or mandatory redemption provisions.

Convertible Securities

Convertible securities are bonds, debentures, notes, preferred stocks or other securities that may be converted into or exchanged for a specified amount of common stock of the same or a different issuer within

a particular period of time at a specified price or formula. Convertible securities generally: (i) have higher yields than the dividends on the underlying common stocks, but lower yields than non-convertible securities of a comparable duration; (ii) are less volatile in price than the underlying common stock due to their fixed-income characteristics; (iii) have a significant option component to their value which is directly impacted by the prevailing market volatility and interest rates; and (iv) provide the potential for capital appreciation if the market price of the underlying common stock increases. The market for convertible securities is typically materially less liquid than that for the underlying common stock and the value of convertible securities more directly at risk to increases in interest rates.

Fixed-Income Investments

The Investment Manager could invest in fixed-income securities, such as debt securities issued by the U.S. government, or guaranteed by the U.S. government or any agency thereof, for defensive, liquidity or other purposes. The pricing of fixed-income instruments is directly affected by interest-rate changes. When interest rates decline, the value of outstanding fixed-income instruments typically rises. Conversely, when interest rates rise, the value of outstanding fixed-income instruments typically declines.

Derivatives in General

The use of derivative instruments involves a variety of material risks, including the extremely high degree of leverage often embedded in such instruments and the possibility of counterparty non-performance, as well as material and prolonged deviations between the theoretical and realizable value of a derivative. These anticipated risks (and other risks that may not be anticipated) may make it difficult, as well as costly, to the Fund to close out positions in order to realize gains or to limit losses.

Certain derivatives that could be traded by the Fund may be principal-to-principal or “over-the-counter” contracts between the Fund and third parties entered into privately, rather than on an exchange. As a result, the Fund will not be afforded the regulatory and financial protections of an exchange or its clearinghouse with respect to these transactions (or of the government regulator that oversees such exchange and clearinghouse). In privately-negotiated transactions, the risk of the negotiated price deviating materially from fair value is substantial, particularly when there is no active market available from which to derive benchmark prices.

Many derivatives are valued on the basis of dealers’ pricing of these instruments. However, the price at which dealers value a particular derivative and the price that the same dealers would be willing to pay for such derivative should the Fund wish or be forced to sell such position may be materially different. Such differences can result in an overstatement of the Fund’s Net Asset Value and may materially adversely affect the Fund in situations in which the Fund is required to sell derivative instruments.

Futures

The Fund may trade futures contracts to gain long or short exposures with respect to issuers or for hedging or speculative purposes. Futures are often inherently highly leveraged (often with margin deposits as low as 2% to 15% of contract value) and can become illiquid due to exchange-imposed price fluctuation limits. Accordingly, a relatively small price movement may result in immediate and substantial losses to the Fund to the extent it utilizes futures in its trading strategy. Like other leveraged investments, any trade may result in losses in excess of the amount invested.

Forward Contracts

The Fund may enter into forward contracts referenced to currencies and interest rates, through U.S. and non-U.S. national or local banks and currency and rates dealers. Forward contracts and options thereon, unlike futures contracts, are not traded on exchanges and are not standardized; rather, banks and dealers act as principals in these markets, negotiating each transaction on an individual basis. Forward and “cash” trading is currently substantially unregulated; there is no limitation on daily price movements and speculative position limits are not applicable. The principals who deal in the forward markets are not required to continue to make markets in the currencies or commodities they trade and these markets can experience periods of illiquidity, sometimes of significant duration. There have been periods during which certain participants in these markets have been unable to quote prices for certain currencies or commodities or have quoted prices with an unusually wide spread between the price at which they were prepared to buy and that at which they were prepared to sell. Disruptions can occur in any market traded by the Fund due to unusually high trading volume, political intervention, or other factors.

The imposition of credit controls by governmental authorities may limit such forward trading to less than that which the Investment Manager would otherwise recommend, to the possible detriment of the Fund. The Fund is subject to the risk of the failure of, or the inability or refusal to perform with respect to its forward contracts by, the principals with which the Fund trades. Only certain forward trades are regulated by the CFTC. Assets on deposit with such principals are also generally not protected by the same segregation requirements imposed on CFTC-regulated commodity brokers in respect of customer funds on deposit with them. Accordingly, the insolvency or bankruptcy of such parties could also subject the Fund to the risk of loss. The full scope of the recent changes in CFTC regulation to forward markets is not yet known.

Equity-Linked Instruments and Related Options

Certain financial instruments traded by the Fund may be referenced to underlying equities but also incorporate other components — duration, strike price, premiums, etc. — which can result in the Fund’s positions being unprofitable even though the Investment Manager may have correctly assessed the market value of the underlying equity instrument.

The Investment Manager may trade in put and call options, which involve qualitatively different risks than owning the underlying common stock.

Options may be traded on and off exchanges. An option is a right, purchased for a certain price, to either buy or sell an underlying futures contract, security or other financial instrument. Such trading involves risks substantially similar to those involved in trading futures and forward contracts in that options are speculative and highly leveraged. Specific market movements of the instruments underlying an option cannot accurately be predicted. The purchaser of an option is subject to the risk of losing the entire purchase price of the option. The writer of an option is subject to a theoretically unlimited risk of loss resulting from differences among the premium received for the option, the strike price of the option and the price of the underlying instrument or reference price used to settle the option. Market volatility is a fundamental component of options pricing. The Investment Manager may buy or sell (write) both call options and put options on behalf of the Fund on either a covered or an uncovered basis.

Exchange-Traded Funds

In order to gain market exposure, hedge positions or enhance returns, the Fund may make investments in the securities of narrow or broad-based exchange-traded funds (“ETFs”) in different asset classes and sectors. ETF securities represent interests in (i) fixed portfolios of common stocks designed to

track the price and dividend yield performance of broad-based securities indices (such as the S&P 500 or NASDAQ 100) or (ii) “baskets” of industry-specific securities. ETF securities are traded on an exchange like shares of common stock, and the value of ETF securities fluctuate in relation to changes in the value of the underlying portfolio of securities. However, the market price of ETF securities may not be equivalent to the *pro rata* value of the underlying portfolio of securities. ETF securities are subject to the risks of an investment in a broad-based portfolio of common stocks or to the risks of a concentrated, industry-specific investment in common stocks.

Non-U.S. Investments

The Fund may invest globally, including in the securities of non-U.S. issuers listed on non-U.S. exchanges, which may include investments in lesser developed and emerging markets. Investing in non-U.S. issuers and markets can involve (to a greater or lesser degree depending on the geography) certain risks and special considerations not typically associated with investing in the most developed economies or securities markets. Such risks may include: (i) the risk of nationalization or expropriation of assets or confiscatory taxation; (ii) social, economic and political uncertainty including war; (iii) dependence on exports and the corresponding importance of international trade; (iv) price fluctuations, less liquidity and the smaller capitalization of the securities markets; (v) currency exchange-rate fluctuations; (vi) rates of inflation (including hyperinflation); (vii) controls on foreign investment and limitations on repatriation of invested capital and on the Fund’s ability to exchange local currencies for U.S. dollars; (viii) governmental involvement in and control over the economies; (ix) governmental decisions to discontinue support of economic reform programs generally and to impose centrally planned economies; (x) differences in auditing and financial reporting standards which may result in the unavailability of material information about issuers, and the information that is available may be unreliable; (xi) less extensive regulation of the securities markets; (xii) longer settlement periods for securities transactions in emerging markets; (xiii) less developed corporate laws regarding fiduciary duties of officers and directors and the protection of investors; and (xiv) certain considerations regarding the maintenance of Fund portfolio securities and cash with non-U.S. sub-custodians and securities depositories. The foregoing risks tend to be exacerbated in lesser developed and emerging markets.

Cash and Related Investments

The Fund may invest all or a portion of its capital in cash or cash items pending it making other investments. These cash items will typically be deemed by the Investment Manager to be high quality at the time of investment and may include a number of money market instruments such as negotiable or non-negotiable securities issued by, or short-term deposits with, U.S. and non-U.S. governments and agencies or instrumentalities thereof, bankers’ acceptances, high quality commercial paper, bank certificates of deposit, and short- to medium-term debt securities of U.S. or non-U.S. issuers, or such other instruments as the Investment Manager in its sole discretion deems to be appropriate. The Fund may also hold interests in investment vehicles that hold cash or cash items. While investments in cash items generally involve relatively low risk levels, they may produce lower than expected returns, and could result in losses. Investments in cash items and money market funds may also provide less liquidity than anticipated by the Investment Manager at the time of investment.

Other Instruments

Over time, the strategies implemented for the Fund may expand to include material components not currently contemplated for the Fund’s portfolio. Such components may involve trading in a wide range of new instruments, each of which will have its own particular risks.

Structural Risks

Material Restrictions on Redemptions

There are material restrictions on a Shareholder's ability to redeem Shares from the Fund, and transfers are permitted only with the consent of, and on terms acceptable to, the Investment Manager. In general, capital can only be redeemed monthly upon at least (x) sixty (60) days' prior written notice, with respect to Founders Shares, and (y) ninety (90) days' prior written notice, with respect to B Shares or C Shares.

The Monthly Redemption Allowance limits the maximum amount of a Shareholder's Shares that can be redeemed as of any monthly Redemption Date (measured as of the first Redemption Date, as adjusted for subsequent gains and losses) to (x) 1/12 (or 8.33%) of such Shareholder's Shares, with respect to Founders Shares, (y) 1/24 (or 4.17%) of such Shareholder's Shares, with respect to B Shares, or (z) 1/18 (or 5.56%) of such Shareholder's Shares, with respect to C Shares, following the conclusion of the C Shares Lock-Up Period. Accordingly, a complete Redemption of a Shareholder's Shares can only be made over the course of twelve (12), twenty-four (24) or eighteen (18) monthly Redemption Dates, as applicable. Although a complete redemption is not required to be made over the course of twelve, twenty-four or eighteen consecutive Redemption Dates, as applicable, a Shareholder's Monthly Redemption Allowance will remain at or be "reset" to 1/12, 1/24 or 1/18 of the remainder of such Shareholder's Shares if a Shareholder: (i) redeems less than the maximum Monthly Redemption Allowance in effect for a particular Redemption Date; (ii) does not redeem Shares for three consecutive Redemption Dates; or (iii) makes a new Subscription to the Fund.

The Fund's Redemption terms have been designed to complement the Fund's investment strategy which generally expects to take large positions with a longer-term view in an attempt to derive value over time. However, such Redemption restrictions are materially more restrictive than those of many other alternative investment funds implementing strategies generally similar to those of the Investment Manager.

B Shares are subject to a longer redemption cycle and a longer redemption notice period than Founders Shares. C Shares, unlike other Shares issued by the Fund, are subject to the C Shares Lock-Up Period, and thus a longer redemption cycle than Founders Shares and B Shares, as well as a longer redemption notice period than Founders Shares. Further, Shareholders holding Founders Shares are permitted to subscribe for additional Founders Shares under the Founders Capacity Rights. These Shareholders (and the Investment Manager Parties holding investments with equivalent redemption terms to the Founders Shares) may redeem their Shares and reduce their exposure to the Fund (and therefore the Master Fund's trading) more rapidly than Shareholders holding B Shares and Shareholders holding C Shares, having a material negative effect on non-redeeming Shareholders, Shareholders holding B Shares or Shareholders holding C Shares.

Irrespective of the success or failure of the Investment Manager's strategies, investors' inability to redeem from the Fund on short notice materially increases the risk of an investment in the Fund because it may not be possible to make Redemptions in order to recognize profits or mitigate losses before such profits have been eliminated or such losses significantly accelerated.

Investor Concentration; Substantial Redemptions

A significant percentage of the Fund's (and the Master Fund's) capital may be attributable to a limited number of investors. Such investors (or group of related investors) may be in a position to determine the outcome of investor votes, thereby effectively controlling certain actions by the Fund (and/or the Master Fund). Such a "controlling" investor or group of related investors generally has no fiduciary duty to other

investors and may make decisions that are not in the best interest of such other investors. In addition, if one or more of such major investors redeem from the Fund or the Master Fund for any reason (which may be entirely unrelated to the performance of the Fund and the Master Fund), it could have a material adverse effect on the Fund. Such redemptions could require the Master Fund to liquidate securities positions more rapidly than would otherwise be desirable, possibly reducing the value of the Master Fund's (and therefore the Fund's) assets and/or disrupting the Investment Manager's investment and trading strategies. Reduction in the size of the Fund and the Master Fund could make it more difficult to generate positive returns or to recoup losses due to, among other things, reductions in the Master Fund's ability to take advantage of particular investment opportunities or decreases in the ratio of its income to its expenses.

No Control Over Portfolio Companies

The Fund may from time to time acquire substantial positions in the securities of particular companies. However, the Fund will rarely, if ever, have any influence on the management of the companies in which it invests. As a passive investor, the Fund will be dependent on the quality of the incumbent management. In the case of many of the portfolio companies in which the Fund invests, the Investment Manager would not itself have the expertise or the resources to manage the companies. There have been a number of well-publicized instances in which management has materially, if not fraudulently, mismanaged companies which otherwise appeared to have superior business models.

Contagion Risk

The Fund (as well as the Master Fund) has the authority to issue multiple classes, series and tranches of shares or interests. However, the Fund is a single legal entity and there is no limited recourse protection for any class, series or tranche. Accordingly, all of the assets of the Fund will be available to meet all of its liabilities regardless of the class, series or tranche to which such assets or liabilities are attributable. In practice, cross-class, cross-series or cross-tranche liability is only expected to arise where liabilities referable to one class, series or tranche are in excess of the assets referable to such class, series or tranche and it is unable to meet all liabilities attributed to it. In such a case, the assets of the Fund attributable to other classes, tranches or series may be applied to cover such liability excess and the value of the contributing classes, tranches or series will be reduced as a result.

All classes, series and tranches of Shares issued by the Fund are expected to participate in the same portfolio, except in respect of any currency hedging by the Master Fund on behalf of the Fund or a particular class, series or tranche of Shares. Any profits, losses and expenses associated with any such currency hedging by the Master Fund on behalf of the Fund or a particular class, series or tranche of Shares will be allocated solely to the Fund or such class, series or tranche of Shares. Although the Investment Manager believes the "cross-collateralization" risk of such currency hedging (if any) or a co-investment class (if any) is remote, all of the assets of the Master Fund will be available to meet all liabilities attributable to such hedging or such co-investment class.

Substantial Expenses

The Fund incurs substantial operating costs and expenses, and Shareholders are also subject to the Management Fee and the Performance Allocation, where applicable. Operating costs and the Management Fee are payable regardless of whether or not any profits are realized, and could be higher than those incurred by other alternative investment funds.

Broad Indemnification of the Master Fund GP and the Investment Manager

The Master Fund's limited partnership agreement and the Investment Management Agreement contains provisions that may provide broader indemnification of the Master Fund GP, the Investment Manager, their members, partners, employees, agents or other affiliates against claims or lawsuits arising out of the Fund's activities than would apply in the absence of such provisions. Notwithstanding the foregoing, no exculpation or indemnification provisions waive any rights or claims a Shareholder may have under U.S. federal or state securities laws.

Cybersecurity Risk

The Investment Manager, the Fund and their service providers, counterparties and electronic communication networks are subject to risks associated with a breach in cybersecurity. Cybersecurity is a generic term used to describe the technology, processes and practices designed to protect networks, systems, computers, programs and data from cyber-attacks and hacking by other computer users, and to avoid the resulting damage and disruption of hardware and software systems, loss or corruption of data, and/or misappropriation of confidential information. Hardware and software systems are subject to threats from hackers and others, such as a malicious attack, malware or other event that leads to unanticipated interruption or malfunction of such systems. Any interruption of the Investment Manager's hardware or software functionality could lead to material or even complete losses to the Fund. Hackers could also theoretically access and steal the Investment Manager's research or trading programs or other software or data and implement such programs or software on their own behalf. This could lead to increased competition for, or elimination of, the investment opportunities sought by the Fund or otherwise render the research or trading program obsolete, possibly resulting in material or complete losses to the Fund. The Fund may also incur substantial costs as the result of a cybersecurity breach, including those associated with forensic analysis of the origin and scope of the breach, increased and upgraded cybersecurity, identity theft, unauthorized use of proprietary information, litigation, adverse investor reaction, the dissemination of confidential and proprietary information and reputational damage. Any such breach could expose the Investment Manager and the Fund to civil liability as well as regulatory inquiry and/or action. In addition, Shareholders could be exposed to additional losses as a result of unauthorized use of their personal information. There are inherent limitations in business continuity plans and systems designed to prevent cyber-attacks, including the possibility that certain risks have not been identified.

Certain Regulatory, Legal and Tax Risks

Risk of Litigation

In the ordinary course of business, the Fund may be subject to litigation from time to time. The outcome of such proceedings, which may materially adversely affect the value of the Fund, may be impossible to anticipate, and such proceedings may continue without resolution for long periods of time. Any litigation may consume substantial amounts of the Investment Manager's time and resources to an extent materially disproportionate to the amounts at stake in the litigation.

Regulatory Actions

From time to time, certain of the Investment Manager's and/or the Fund's activities may be subject to regulatory inquiries, investigations and/or enforcement proceedings from U.S. and non-U.S. governmental agencies, regulatory bodies and securities commissions, which can be costly and occupy significant staff time and resources of the Investment Manager. In recent years, the "alternative investment" sector has become subject to materially increased regulatory investigations and proceedings. Any such action involving the Investment Manager or the Fund, even if entirely without merit, could materially

adversely affect the Fund by, among other reasons, prompting Redemptions, limiting access to investment opportunities, re-directing Investment Manager resources and generally disrupting the normal operational activities of the Investment Manager and the Fund.

Limited Regulatory Oversight of the Fund

The Fund is not registered and does not intend to register as an investment company under the Company Act or any comparable regulatory regimes, nor is the Fund subject to regulation comparable to the rules for Undertakings for Collective Investment in Transferable Securities (“UCITS”). Accordingly, the provisions of such regulations, which among other things generally require investment companies to have a majority of disinterested directors, require securities held in custody to be maintained at all times in segregated accounts and regulate the relationship between the investment company and its asset manager, are not applicable to an investment in the Fund. The Fund also is not subject to regulation comparable to the Company Act in any non-U.S. jurisdiction. Therefore, the Shareholders do not have the benefit of the protections afforded, nor is the Fund subject to the restrictions imposed, by such registration and regulation.

The Investment Manager is registered with the SEC as an investment adviser under the Advisers Act. The Investment Manager and the Master Fund GP are currently exempt from registration as a “commodity pool operator” with the CFTC pursuant to CFTC Rule 4.13(a)(3), and therefore are not subject to increased regulation by the CFTC or the NFA. However, registration as an investment adviser or as a commodity pool operator (if such designation is obtained in the future) does not in any respect indicate any level of qualification or expertise — much less any approval — of the Investment Manager or the Fund by the SEC or the CFTC. Such regulation of the Investment Manager will result in limited regulation of the Fund itself.

The Dodd Frank Wall Street Reform and Consumer Protection Act

In response to the financial crises of 2008-2009, Dodd-Frank was enacted in July 2010. Dodd-Frank established a comprehensive framework for the regulation of markets, market participants and financial instruments that were previously unregulated and substantially altered the regulation of many other markets, market participants and financial instruments. Dodd-Frank could result in certain investment strategies in which the Fund engages or may have otherwise engaged becoming non-viable or non-economic to implement. Dodd-Frank and regulations adopted pursuant to Dodd-Frank could have a material adverse impact on the profit potential of the Fund. *See also “—Regulation of the Over-the-Counter Derivatives Market,” below.*

The “Volcker Rule” component of the Dodd-Frank materially restricts proprietary speculative trading by banks, “bank holding companies” and certain other regulated entities. As a result, there has been a significant influx of new portfolio managers into private investment funds who had previously traded institutional proprietary accounts. Such influx can only increase the competition for the Fund from other talented portfolio managers trading in the Fund’s investment sector.

Regulation of the Over-the-Counter Derivatives Market

Dodd-Frank comprehensively regulated the over-the-counter (“OTC”) derivatives markets. Dodd-Frank requires that a substantial portion of OTC derivatives must be executed in regulated markets and be submitted for clearing to regulated clearinghouses. OTC trades submitted for clearing are subject to initial and variation margin requirements. OTC derivatives dealers typically also demand the unilateral ability to increase collateral requirements for cleared OTC trades beyond any regulatory and clearinghouse minimums. The CFTC, SEC and U.S. prudential regulators have also imposed margin requirements on non-cleared OTC derivatives and new requirements that apply to the holding of customer collateral by OTC

derivatives dealers. These requirements may increase the amount and quality of collateral the Fund is required to provide and the costs associated with providing it. OTC derivative dealers also are required to post margin to the clearinghouses through which they clear their customers' cleared trades instead of using such margin in their operations, as was widely permitted before Dodd-Frank. This has increased and will continue to increase the OTC derivative dealers' costs, and these increased costs are generally passed through to other market participants in the form of higher upfront and mark-to-market margin, less favorable trade pricing, and the imposition of new or increased fees, including account maintenance fees.

With respect to cleared OTC derivatives, the Fund does not face a clearinghouse directly but does so through an OTC derivatives dealer that is registered with the CFTC or SEC to act as a clearing member. The Fund may face the indirect risk of another clearing member customer failing to meet its obligations to its clearing member, thereby causing the clearing member to default in its obligations to the Fund. Although in the U.S. cleared OTC derivatives are not generally subject to the same "fellow customer risk" as cleared futures contracts due to the operation of the CFTC's "legally segregated, but operationally commingled" customer protection rules, if a clearinghouse through which the Fund clears OTC derivatives fails for any reason, including due to a default by a cleared swaps customer of any futures commission merchant ("FCM"), the Fund will suffer losses to the extent that such failure causes the Fund's FCM to default or the Fund's FCM is no longer obligated to perform on the cleared OTC derivative following the failure of the clearinghouse.

The CFTC also requires certain derivative transactions that were previously executed on a bi-lateral basis in the OTC markets to be executed through a regulated futures exchange or swap execution facility. The SEC may impose similar requirements on certain security-based derivatives in the future, though it is not yet clear when these parallel SEC requirements will go into effect. Such requirements may make it more difficult and costly for investment funds, including the Fund, to enter into highly tailored or customized transactions. They may also render certain strategies in which the Fund might otherwise engage impossible or uneconomic to implement. If the Fund decides to become a direct member of one or more of these exchanges or execution facilities, the Fund would be subject to all of the rules of the exchange or execution facility, which would bring additional risks, liabilities, and regulatory requirements.

OTC derivative dealers are now required to register with the CFTC and the SEC. Registered swap and security-based swap dealers are also subject to margin requirements and minimum capital requirements, and are subject to business conduct standards, disclosure requirements, reporting and recordkeeping requirements, transparency requirements, position limits, limitations on conflicts of interest, and other regulatory burdens. These requirements further increase the overall costs for OTC derivative dealers, which costs may be passed along to market.

Risk of Governmental Intervention

The global financial markets have in the past gone through pervasive and fundamental disruptions that have led to extensive and unprecedented governmental intervention. Such intervention has in certain cases been implemented on an "emergency" basis, suddenly and substantially eliminating market participants' ability to continue to implement certain strategies or manage the risk of their outstanding positions. In addition — as one would expect given the complexities of the financial markets and the limited time frame within which governments have felt compelled to take action — these interventions have typically been unclear in scope and application, resulting in confusion and uncertainty which in itself has been materially detrimental to the efficient functioning of the markets as well as previously successful investment strategies.

The Fund may incur major losses in the event of disrupted markets and other extraordinary events in which historical pricing relationships become materially distorted. The risk of loss from pricing

distortions is compounded by the fact that in disrupted markets many positions become illiquid, making it difficult or impossible to close out positions against which the markets are moving. The financing available to the Fund from its banks, dealers and other counterparties is typically reduced in disrupted markets. Such a reduction may result in substantial losses to the Fund. Market disruptions may from time to time cause dramatic losses for the Fund, and such events can result in otherwise historically low-risk strategies performing with unprecedented volatility and risk.

Political Uncertainty

Some of the results of elections and referenda in recent years in the United States, Europe, Italy, China, India and other developed and emerging market countries have been unexpected and resulted in material market changes and increases in market uncertainty. Given recent changes in administrations and applicable law following these votes, there is likely to be substantial uncertainty regarding the state and effect of financial and other regulation for the foreseeable future. These uncertainties, as well as the impact of any new regulations, or the modification or elimination of existing regulations, could have a material adverse effect on the Fund.

In particular, increased tensions between Russia and Ukraine have resulted in a Russian invasion of Ukraine. Escalating tensions involving these two countries may result in more widespread conflict. Such hostilities could have a severe adverse effect on the region, including significant negative impacts on the economy and the markets for certain securities and commodities, such as oil and natural gas. How long such tensions and related events will last cannot be predicted. These tensions and any related events could have significant impact on Fund performance and the value of an investment in the Fund.

EU Directive on Alternative Investment Fund Managers

The EU Alternative Investment Fund Managers Directive (Directive 2011/61/EU (the “**AIFMD**”)), where implemented in a member state of the European Economic Area (“**EEA Member State**”), applies to alternative investment fund managers (“**AIFMs**”) which manage and/or market alternative investment funds (“**AIFs**”) in the European Economic Area (“**EEA**”).

For an AIFM established in a jurisdiction other than an EEA Member State which implemented the AIFMD (a “**non-EEA AIFM**”) marketing an AIF, the AIFMD requires that, at a minimum, the non-EEA AIFM must provide certain disclosures to EEA investors in the AIF, as well as provide reports on a regular basis to the regulator in each EEA Member State where the AIF is marketed. In addition, the AIFMD includes a requirement that there must be cooperation arrangements in place between the regulators in each of: (i) the jurisdiction where the non-EEA AIFM is established; (ii) each EEA Member State into which the AIF is being marketed; and (iii) the jurisdiction where the AIF is established (if different from (i) and (ii)). Individual EEA Member State regulators may also impose additional marketing restrictions on a national basis. As such, the provisions of the AIFMD may limit the Investment Manager’s ability to market the Fund in the EEA Member States.

The UK has equivalent rules to those in the AIFMD, since the AIFMD has been implemented under the UK Alternative Investment Fund Managers Regulations 2013 (the “**UK AIFM Regulations**”), in the Financial Conduct Authority (“**FCA**”) Handbook and retained as UK law by the European Union (Withdrawal) Act 2018 (the “**EUWA**”). Accordingly, although the Fund is not organized in the UK, and is not authorized or regulated by the UK FCA, similar requirements and consequences to those discussed above would arise where the Fund is marketed to investors domiciled or with a registered office in the UK.

MiFID II

The EU Markets in Financial Instruments Directive (Directive 2014/65/EU) and Markets in Financial Instruments Regulation (Regulation (EU) No 600/2014) (together, “**MiFID II**”) govern the provision of investment services and activities in relation to, as well as the organized trading of, financial instruments such as shares, bonds, units in collective investment schemes and derivatives. MiFID II was required to be implemented in EU member states from January 3, 2018. Although the Fund is not organized in the EU, and is not authorized or regulated by any EU member state financial services regulator, certain aspects of MiFID II may have an impact on the Fund.

MiFID II imposes certain restrictions as to the trading of shares and derivatives, which could apply to transactions made by or with the Fund. Subject to certain conditions and exceptions, the Fund may be unable to trade shares or derivatives with or through affected EU-regulated firms (e.g., EU broker-dealers) other than as provided by MiFID II. MiFID II also applies position limits to the size of a net position that a person can hold at all times in commodity derivatives traded on EU trading venues and in “economically equivalent” OTC derivatives.

More generally, EU regulated firms that have trading relationships with the Fund may be obliged by MiFID II to impose certain requirements on the Fund, or they may seek to do so contractually, with a view to satisfying their own compliance obligations. It is difficult to predict the full impact of MiFID II on the Fund. Prospective investors should also be aware that there may be costs (whether direct or indirect) of compliance with MiFID II.

The UK has equivalent rules to those in MiFID II. Accordingly, although the Fund is not organized in the UK, and is not authorized or regulated by the UK FCA, similar consequences to those discussed above would arise when trading with or through UK regulated firms and/or holding positions in commodity derivatives traded on UK trading venues and in economically equivalent OTC derivatives.

European Market Infrastructure Regulation

The European Market Infrastructure Regulation (Regulation (EU) No 648/2012) (“**EMIR**”) entered into force on August 16, 2012. EMIR introduced certain requirements in respect of derivative contracts, which apply primarily to “financial counterparties” (“**FCs**”) such as EU-authorized investment firms, credit institutions, insurance companies, UCITS and AIFs as well as non-EU AIFs which are managed by AIFMs authorized under AIFMD. EMIR also applies to “non-financial counterparties” (“**NFCs**”) which are entities established in the EU which are not FCs. NFCs whose transactions in OTC derivative contracts exceed EMIR’s prescribed clearing thresholds (“**NFC+s**”) are generally subject to more stringent requirements under EMIR than NFCs whose transactions in OTC derivative contracts do not exceed such clearing thresholds (including because such contracts are excluded from the threshold calculation on the basis that they are concluded in order to reduce risks directly relating to the NFC’s commercial activity or treasury financing activity) (“**NFC-s**”). Additionally, amendments made to EMIR in 2019 introduced relief from central clearing requirements for those FCs which do not exceed prescribed clearing thresholds (“**FC-s**”). FCs which do exceed such clearing thresholds are referred to hereafter as “**FC+s**”.

Broadly, EMIR’s requirements which apply to derivative users in respect of derivative contracts include: (i) mandatory clearing of OTC derivative contracts declared subject to the clearing obligation; (ii) risk mitigation techniques in respect of uncleared OTC derivative contracts, including the bilateral exchange of collateral; and (iii) reporting and record-keeping requirements in respect of all derivative contracts.

As the Fund is established outside the EU and is not managed by an AIFM authorized under AIFMD, the Fund is not directly subject to the requirements of EMIR; however, where the Fund transacts with in-scope EU counterparties, such counterparties may be required to apply certain provisions of EMIR so that the EU counterparty can fulfil its regulatory obligations and ensure that the transaction is EMIR-compliant. Where certain thresholds are exceeded, the cost of complying with EMIR, especially the cost of collateral required to meet variation and initial margin requirements associated with OTC transactions and clearing and the risk mitigation measures, may materially impact the Fund's returns and its ability to trade with certain counterparties.

The EU regulatory framework and legal regime relating to derivatives is set out not only by EMIR but also by MiFID II. In particular, MiFID II requires transactions between FC+s and NFC+s in certain sufficiently liquid OTC derivatives to be executed on a trading venue which meets the requirements of the MiFID II regime (the “**Derivatives Trading Obligation**” or “**DTO**”). This trading obligation will also extend to FC+s and NFC+s which trade with third country counterparties that would be classed as FC+s or NFC+s if they were established in the EU.

Prospective investors should be aware that the costs of complying with the requirements of EMIR and MiFID II could significantly raise the costs of entering into derivative contracts and that EMIR may adversely affect the Fund's ability to engage in certain transactions in derivatives.

The UK has equivalent rules to those in EMIR (“**UK EMIR**”), since EMIR has been retained as UK law by the EUWA, and also UK rules equivalent to that of the DTO under MiFID II (“**UK DTO**”). As the Fund is established outside the UK and is not managed by a UK AIFM (as defined in the FCA Handbook), the Fund is not directly subject to the requirements of UK EMIR or the UK DTO; however, where the Fund transacts with in-scope UK counterparties, such counterparties may be required to apply certain provisions of UK EMIR so that the UK counterparty can fulfil its regulatory obligations under UK EMIR and the UK DTO. As a result, the Fund may be subject to additional contractual obligations and/or costs that may not otherwise have applied.

EU Short Selling Regulation

Regulation (EU) No 236/2012 on Short Selling and Certain Aspects of Credit Default Swaps (as supplemented by Commission Delegated Regulations 918/2012, 919/2012, 826/2012 and Commission Implementing Regulation 827/2012) (the “**SSR**”) applies directly (*i.e.*, without national implementation) in all Member States of the EU. The SSR imposes certain private and public disclosure obligations on all natural or legal persons, irrespective of regulatory status, located inside or outside the EU, who have net short positions (as calculated in accordance with the SSR) in EU listed shares and EU sovereign debt, which reach or fall below the specified thresholds.

The SSR also contains prohibitions on uncovered short sales of EU listed shares and EU sovereign debt (a short sale is “uncovered” unless the specified conditions under the SSR are met for such short sale). In addition, the SSR prohibits uncovered positions in credit default swaps (“**CDS**”) referencing EU sovereign debt issuers.

National regulators, and in certain circumstances the European Securities and Markets Authority, are able to take certain additional emergency measures (including complete bans on short-selling activities) if certain conditions are met.

The SSR may prevent the Investment Manager from fully expressing negative views in relation to EU listed shares and/or EU sovereign debt and may also restrict the ability of the Investment Manager to

hedge certain risks through EU sovereign CDS. Accordingly, the ability of the Investment Manager to implement the investment approach and to fulfil the investment objective of the Fund may be constrained.

For the purposes of this provision, “**EU listed shares**” means shares admitted to trading on a regulated market or multilateral-trading facility (as defined in MiFID) in the EU, unless the principal trading venue (as determined by the relevant national regulator) for the relevant shares is located in a country outside the EU; “**EU sovereign debt**” means debt instruments issued by an EU sovereign issuer (which includes EU institutions, governments of EU Member States and certain international institutions established by two or more EU Member States); and “**MiFID**” means Directive 2014/65/EU on Markets in Financial Instruments.

The UK has equivalent rules that apply to UK listed shares, UK sovereign debt and UK sovereign CDS, mutatis mutandis (“**UK SSR**”), since the SSR has been retained as UK law by the European Union (Withdrawal) Act 2018. Accordingly, the UK SSR may prevent the Investment Manager from fully expressing negative views in relation to UK listed shares and/or UK sovereign debt and may also restrict the ability of the Investment Manager to hedge certain risks through UK sovereign CDS.

Accounting for Uncertainty in Income Taxes

Accounting Standards Codification Topic No. 740, “Income Taxes” (in part formerly known as “FIN 48”) (“**ASC 740**”), provides guidance on the recognition of uncertain tax positions. ASC 740 prescribes the minimum recognition threshold that a tax position is required to meet before being recognized in an entity’s financial statements. It also provides guidance on recognition, measurement, classification and interest and penalties with respect to tax positions. Prospective investors should be aware that, among other things, ASC 740 could have a material adverse effect on the periodic calculations of the Net Asset Value of the Master Fund or the Net Asset Value of the Fund, including reducing the Net Asset Value of the Master Fund or the Net Asset Value of the Fund to reflect reserves for income or other taxes. This could cause benefits or detriments to certain investors, depending upon the timing of their entry and exit from the Fund.

Tax Audits

The Master Fund or the Fund may be audited by U.S. federal, state or other tax authorities. An income tax audit may result in an increased tax liability of the Master Fund or the Fund, including with respect to years when an investor was not a Shareholder of the Fund, which could reduce the Net Asset Value of the Fund or the Master Fund and affect the return of all Shareholders.

Possibility of a Qualified Audit Report

Although the Investment Manager considers it to be unlikely, it is possible that the Fund may receive a qualified audit report from the Fund’s independent certified public accountants.

ERISA Limitations on Master Fund Investments

The underlying assets of the Master Fund may be considered for purposes of Title I of ERISA or Section 4975 of the Code to be assets of certain employee benefit plans or other plans. Under such circumstances, the investments of the Master Fund and the activities of the Investment Manager will be subject to and, in certain cases, limited by, such laws.

Legal and Statutory Rights

There can be no assurance that income tax, securities, and other law or the interpretation and application of such law by courts or governmental authorities will not be changed in a manner which adversely affects the Master Fund, the Fund or the Shareholders.

Tax Generally

Prospective investors are strongly urged to consult their own tax advisors and counsel with respect to the possible tax consequences to them of an investment in the Fund.

THE SHARES ARE SPECULATIVE AND INVOLVE A HIGH DEGREE OF RISK. THEY ARE SUITABLE ONLY FOR PERSONS WHO CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT. THE FOREGOING LIST OF RISK FACTORS DOES NOT PURPORT TO BE A COMPLETE EXPLANATION OF THE RISKS INVOLVED IN THIS OFFERING.

CERTAIN CONFLICTS OF INTEREST

The following potential, as well as actual, conflicts of interest may materially and adversely affect the Fund. Shareholders have no means of determining whether these conflicts are being equitably resolved. Shareholders are not represented separately by counsel.

The Investment Manager

General

The Investment Manager may manage one or more Other Accounts, and there is no limit on the number of such Other Accounts that may be managed and/or advised by the Investment Manager. The Investment Manager may have financial incentives to favor certain Other Accounts over the Fund. Even if the Investment Manager does not have such incentives, the Investment Manager will be required to allocate its resources among the Fund and the Other Accounts that the Investment Manager manages and/or advises.

Certain Other Accounts may pursue similar or overlapping strategies to those implemented by the Fund. The Investment Manager seeks to allocate investment opportunities and treat all similarly situated funds and accounts fairly and equitably over time to the extent such opportunities are determined to be appropriate for the Fund and Other Accounts, subject to the materially different regulatory requirements and other distinguishing factors applicable to different Other Accounts. Nonetheless, the Investment Manager may have a material conflict of interest between allocating investment opportunities in a manner that treats all Other Accounts fairly over time and allocating investment opportunities in a manner that maximizes performance-based compensation, as well as in accommodating varying withdrawal or redemption terms. Although the Investment Manager has an investment allocation policy designed to treat all such Other Accounts fairly over time, the performance of the Fund and Other Accounts may differ substantially even though their investment objectives and strategies may be substantially the same or similar. Other Accounts may substantially outperform the Fund.

The Investment Manager may trade on behalf of Other Accounts in a manner that differs from or conflicts with trades made on behalf of the Fund, even though they implement similar or overlapping investment programs, due to different regulatory requirements, overall investment objectives and strategies, client instructions or mandates, relative capitalization and cash availability, associated risk management policies and procedures and other factors.

The Investment Manager may engage in a wide variety of business transactions with parties that provide services to the Fund as well as parties that trade in the same markets as the Fund.

By reason of the other business activities of one or more of the Investment Manager Parties, the Investment Manager may not be able, or may determine not, to initiate a transaction for the Fund that the Investment Manager would otherwise have initiated for the Fund. For example, an Investment Manager Party may from time to time inadvertently receive “material non-public information” relating to an issuer, in which case the Investment Manager would be prevented from transacting in the stock (or other securities) of such issuer (including closing out existing positions in such issuer) until such information was made public or ceased to be material, which may result in losses.

Performance Allocations

The Investment Manager believes the prospect of receiving a Performance Allocation provides a strong incentive to manage the Fund profitably. However, the Performance Allocation received by the Master Fund GP, an affiliate of the Investment Manager, creates a conflict between the Investment Manager’s interest in earning a profit in the short term and the long-term interests of the Fund. Specifically, the Investment Manager may have an incentive to invest Fund assets in investments that are riskier or more speculative than would be the case if the Master Fund GP was only compensated based on a flat percentage of capital, because these investments may allow the Master Fund GP to collect larger performance-based compensation.

Subject to the Series A1 Restricted Performance Allocation Reduction and the Series A2 Restricted Performance Allocation Reduction, as applicable, while the Performance Allocation entitles the Master Fund GP to a priority allocation of any gains or outperformance (as the case may be) attributable to a Shareholder’s Sub-Series, the Master Fund GP is not subject to any comparable priority allocation of the losses or underperformance (as the case may be) attributable to such Shareholder’s Sub-Series (even if only to the extent of offsetting prior Performance Allocations). Performance Allocations once made are not subject to being rebated or returned as a result of subsequent losses.

Allocation of Expenses

Expenses related to the internal operations and overhead of the Investment Manager and its affiliates incurred while fulfilling their respective roles and responsibilities will not be allocated to the Linonia Partners Funds, except as otherwise specifically provided hereunder. However, the Investment Manager may have a conflict of interest in determining whether an expense constitutes an operating expense of the Fund or the Investment Manager’s general overhead. In addition, the Investment Manager may manage Other Accounts in the future and may, to the extent permissible and reasonably practicable, allocate such costs and expenses among such Other Accounts (including the Linonia Partners Funds) on the basis of their relative capitalizations or in such other manner as the Investment Manager determines to be fair and reasonable under the circumstances.

Valuations

The Investment Manager generally expects that substantially all of the positions held by the Master Fund will have a readily determinable market value. However, to the extent there is any uncertainty in valuing the Master Fund’s positions, the Master Fund GP will have a conflict of interest between providing the most accurate valuations and increasing the value of open positions, and thereby increasing Management Fees and Performance Allocations, as well as the apparent performance of the Fund. The Master Fund GP and its delegates value the Master Fund’s portfolio in consultation with dealers, brokers

and others, and are entitled to rely on information provided by third parties as well as the Investment Manager in calculating Net Asset Value.

Side Letters; Different Business Terms

Through the use of side letters, the Fund may from time to time permit certain Shareholders to acquire Shares on different business terms than other Shareholders; *provided*, that: (i) the Investment Manager does not expect doing so will have a material adverse effect on the other Shareholders; (ii) no Shareholder will be offered different Redemption terms than any other Shareholder if the Investment Manager believes such terms constitute “preferential liquidity” within the meaning of applicable SEC interpretation or that are not disclosed to such Shareholder and (iii) such arrangements do not violate applicable law or regulations. The Fund and the Master Fund have each entered into side letters with their investors.

Aggregation of Orders

To the extent the Investment Manager advises Other Accounts, it may make investment decisions for the Master Fund together with or independently from such Other Accounts. Investments of the kind made by the Master Fund may often also be made by such Other Accounts. The Investment Manager may combine orders on behalf of the Master Fund with orders for Other Accounts for which the Investment Manager has trading authority or in which the Investment Manager has an economic interest. In such cases, the Investment Manager will use best efforts to allocate the securities or proceeds arising out of those transactions (and the related transaction expenses) among the various participants on an overall basis (exact equality of treatment may not be possible in each instance). While the Investment Manager believes combining orders in this way will, over time, be advantageous to all participants, in particular cases the price could be less advantageous to the Master Fund than if the Master Fund had been the only account effecting the transaction or had completed its transaction before the other participants.

Cross Trades

To the extent that the Investment Manager advises other client accounts in addition to the Fund, the Investment Manager may, in accordance with applicable legal and regulatory requirements (including those relating to ERISA, if applicable), seek to adjust or rebalance the portfolios of investment accounts and/or private investment clients under management by the Investment Manager or an affiliate (“**Advisory Clients**”) by effecting cross trades between or among such accounts or funds (*i.e.*, causing one or more accounts or funds to sell securities to one or more other accounts or funds). Such transactions may involve the Master Fund. In effecting such cross trades, the Investment Manager seeks to reduce the transaction costs of such portfolio adjustments to its Advisory Clients. All such cross trades will be consistent with the investment objectives and policies of each Advisory Client involved in the transaction, and will be effected at a current independent market price of the securities involved in the trades determined by the Investment Manager. Advisory Clients involved in any cross trades will not pay any brokerage commissions or mark ups in connection with such trades, but may pay customary transfer fees (*i.e.*, aggregate ticket charges) that are assessed through any unaffiliated broker-dealers through which the trades are effected. During any time that the assets of the Master Fund are treated as “plan assets” for purposes of ERISA or Section 4975 of the Code, cross trades will be effected only to the extent consistent with and not in violation of ERISA.

Substantially Similar or Overlapping Other Accounts

The Investment Manager or its affiliates may manage Other Accounts that implement substantially similar or overlapping investment strategies, either as part of a more broadly diversified investment strategy or focusing on a narrower sub-set of the Fund’s overall strategies. The trading activities of such Other

Accounts could adversely affect the Fund. Subject to applicable law and regulations, certain Other Accounts may have different operating structures, business terms, regulatory requirements, investment guidelines or mandates, or other features that could operate to the disadvantage of the Fund. For example, certain Other Accounts may have different or more frequent investor liquidity than the Fund or trade at a higher degree of leverage, which may cause them to liquidate substantial positions at certain times, thereby depressing the price of positions in which the Fund is also invested. Although the Investment Manager will only manage any such substantially similar or overlapping Other Accounts if it reasonably determines doing so is not reasonably likely to have an adverse effect on the Fund under normal market conditions, there can be no assurance the Investment Manager's assessment will be correct.

Holding Period Requirements for Long-Term Gains

Non-corporate U.S. persons (including the owner of the Master Fund GP) are subject to U.S. federal income tax on long-term capital gain at rates that are substantially lower than the rates applicable to ordinary income or short-term capital gain. In general, gain from the disposition of an investment held by the Master Fund for more than one year will be treated as long-term capital gain for Direct Investors (including the Investment Manager Parties) but typically not for investors in the Fund. Under the tax law enacted in 2017, the Master Fund GP will recognize short-term capital gain in respect of the Performance Allocation unless the Fund's holding period in the relevant investment is for more than three years. As a consequence, conflicts of interest may arise between the interests of the Master Fund GP and the interests of the Shareholders in connection with the Investment Manager's investment-related determinations. Such determinations include, but are not limited to, decisions with respect to the discovering, evaluating, developing, negotiating, structuring, making, acquiring, holding, carrying, restructuring, monitoring, managing, disposing and monetizing the Fund's investments. The Investment Manager's strategy is designed to achieve gains over longer-term holding periods that, in the case of many positions, will exceed the foregoing three-year holding period. Nonetheless, prospective investors should be aware of the potential conflicts that may arise in connection with the Investment Manager's investment decisions and expect that the certain of those determinations may be influenced, in part, by the tax treatment of capital gain in respect of the investments of the Investment Manager Parties and the Master Fund GP's Performance Allocation.

Board Memberships

Members of the Investment Manager's portfolio management team may serve, from time to time, as directors or officers, or in a similar capacity, with respect to an issuer of securities held by the Fund. Although such members will only do so if the Investment Manager believes it is in the best overall interests of the Fund, holding such positions could have an adverse effect on the Fund or the Shareholders. For example, if such members (i) obtain material non-public information with respect to any issuer on whose board of directors they serve or (ii) are subject to trading restrictions pursuant to the internal trading policies of such an issuer, the Fund may be prohibited for a period of time from engaging in transactions with respect to the securities of such issuer, which prohibition may have an adverse effect on the Fund. In particular, if the Fund is unable to liquidate the securities of such an issuer following the receipt of redemption requests and prior to the subsequent redemption date, the Master Fund would need to liquidate other securities to satisfy such redemption requests, and thus the remaining investors will have increased exposure to the securities of such issuer (which may already constitute a material portion of the Fund's portfolio).

"Soft Dollars"

The Investment Manager generally intends to limit its use of "soft dollars" to obtaining services that the Investment Manager reasonably believes are consistent with the Section 28(e) "safe harbor" and other applicable securities laws or for which the Master Fund would otherwise pay directly. See "Brokerage

and Custodial Arrangements.” However, even when using “soft dollars” within the safe harbor, the Investment Manager will have a conflict of interest between its obligation to seek best execution for the Master Fund and its interest in receiving products and services for which it might otherwise have to pay. In addition, where the Investment Manager uses “soft dollars” to pay for services that the Master Fund would otherwise have to pay for directly, the cost of such services is not as transparent to the Shareholders as are direct payments by the Master Fund, which are disclosed in the Fund’s audited financial statements.

Trade Errors

The Investment Manager will from time to time make trade errors. Trade errors are not errors in judgment, strategy, market analysis or economic outlook, but rather errors in implementing specific trades which the Investment Manager had determined (rightly or wrongly) to make. Examples of trade errors include: (i) buying or selling an investment at a price or quantity that is not intended; or (ii) buying rather than selling a particular investment (and *vice versa*). Trade errors can result from clerical mistakes, miscommunications between Investment Manager personnel and other reasons. Importantly, however, trade errors are not the function of poor strategies, valuation models, economic expectations, undue speculation, unauthorized trades, or the like, but rather of the physical implementation of specific trades on which the Investment Manager had decided.

The Investment Manager determines whether to have the costs arising from trade errors borne by the client or the Investment Manager by applying the Standard of Care. The Investment Manager will, accordingly, be obligated to reimburse the client for any trade error resulting from the Investment Manager’s fraud, gross negligence (having the meaning as defined under the laws of the State of Delaware, U.S.A.) or willful misconduct, but not otherwise. The Investment Manager will itself determine in good faith whether or not a given trade error is required to be reimbursed under the Standard of Care. This approach does not contemplate that the Investment Manager would determine whether any individual trade error resulted from the Investment Manager’s fraud, gross negligence (having the meaning as defined under the laws of the State of Delaware, U.S.A.) or willful misconduct *per se*; rather, the Investment Manager would likely consider itself to have been grossly negligent if the Investment Manager determines that its supervisory procedures were inadequate to prevent such errors from recurring with any frequency.

The Investment Manager has a conflict of interest in determining whether a trade error should be for the account of the client or the Investment Manager and attempts to resolve such conflict by an objective determination of the status of such trade error under the applicable liability standard.

Trade error costs can be significant—including market losses resulting from the position incorrectly acquired as well as the additional brokerage costs of closing out or reversing the error. The opportunity cost (lost profits) of not having made the trade intended to be made is not considered a trade error cost.

Any gains recognized on trade errors will be for the benefit of the Fund; none will be retained by the Investment Manager.

Service Providers

The Investment Manager, the Directors, the Administrator, auditors and Prime Broker may from time to time act in a similar capacity to, or otherwise be involved in, other funds or investment platforms, some of which may have similar investment objectives to those of the Fund. Therefore, they each may be subject to conflicting demands in respect of allocating time, services and other functions between the activities each has undertaken with respect to the Fund and the activities each has undertaken or will undertake with respect to other investors or other accounts. It is therefore possible that any of them may,

in the course of their respective businesses, have potential conflicts of interest with the Fund or the shareholders. The Directors will endeavour to ensure that any conflicts are resolved equitably.

BROKERAGE AND CUSTODIAL ARRANGEMENTS

General

The Master Fund maintains accounts at a prime broker through which the Master Fund may execute trades, borrow securities and clear and settle its securities transactions, and the prime broker maintains custody of the Master Fund's financial instruments. A variety of prime brokers, executing brokers, futures commission merchants and custodians may be selected by the Investment Manager and retained by the Master Fund from time to time (collectively, the **"brokers"**). Certain of the Master Fund's assets held by brokers and custodians are segregated from the brokers' and custodians' own property, while other Master Fund assets held as collateral or margin may not be recoverable in the event of the custodian's insolvency.

The Investment Manager uses Morgan Stanley & Co. LLC as the Fund's prime broker. However, the Investment Manager reserves the right to change the Fund's brokerage and custodial arrangements without prior notice to and without the consent of the Shareholders. No restrictions have been imposed by the Master Fund on the transfer and reuse arrangements that the Master Fund may employ as a means of reducing the cost of any counterparty providing financing to the Master Fund.

Information concerning the Master Fund's brokers is available from the FINRA website: <http://brokercheck.finra.org>.

"Soft Dollars"

The Investment Manager is authorized to determine the broker to be used for each securities transaction on behalf of the Master Fund. In selecting brokers and negotiating commission rates for the Master Fund, the Investment Manager takes into account the financial stability and reputation of brokerage firms, and the quality of the investment research, special execution capabilities, clearance, settlement, custody, recordkeeping and other services provided by the broker, even though the Master Fund may or may not in any particular instance be the direct or indirect beneficiary of the research or other services provided. In selecting brokers or dealers to execute transactions, the Investment Manager need not solicit competitive bids and does not have an obligation to seek the lowest available commission cost. The Investment Manager may cause the Master Fund to pay commissions to particular brokers that are higher than those charged by other brokers in exchange for products or services provided by the brokers receiving higher commissions, although the Investment Manager in any case makes a good faith determination that the amount of commissions paid is reasonable in light of the products or services provided by a broker.

Research services within Section 28(e) of the Exchange Act may include, but are not limited to, the following: research reports, including market research; certain financial newsletters and trade journals; software providing analysis of securities portfolios; corporate governance research and rating services; attendance at certain seminars and conferences; discussions with research analysts, including legal analysts and advice to the extent that the legal advice relates to a particular investment or investment strategy; meetings with corporate executives; consultants' advice on portfolio strategy; market data; and certain proxy services. Brokerage services within Section 28(e) may include, but are not limited to, services related to the execution, clearing and settlement of securities transactions and functions incidental thereto, such as connectivity services between a trader and a broker-dealer and other relevant parties such as custodians; trading software operated by a broker-dealer to route orders; software that provides trade analytics and trading strategies; software used to transmit orders; clearance and settlement in connection with a trade; electronic communication of allocation instructions; routing settlement instructions; post-trade matching of

trade information; and services required by the SEC or a self-regulatory organization such as comparison services, electronic trade confirmations or trade affirmations.

The Investment Manager generally intends to limit its use of soft dollar services to obtaining services that it reasonably believes are consistent with the Section 28(e) safe harbor. However, subject to ERISA (if applicable), the Investment Manager from time to time may enter into soft dollar arrangements which provide services to the Investment Manager which fall outside of Section 28(e) if the Investment Manager believes that doing so is reasonable and in the interests of the Master Fund.

Research and brokerage services obtained by the use of commissions arising from the Master Fund's portfolio transactions may be used by the Investment Manager in its other investment activities. The Master Fund may not necessarily, in any particular instance, be the direct or indirect beneficiary of the research or brokerage services provided in consideration of the "soft dollars" generated by the Master Fund's trading.

Brokers may refer investors to the Investment Manager. As a result, the Investment Manager has an incentive to select or recommend brokers based on such brokers providing client referrals, rather than upon the Master Fund's receiving the most favorable execution from the broker.

Non-Securities Trading

Under applicable U.S. securities laws, the concept of "best price and execution" applies only to securities trading — in other asset classes (for example, futures, forwards and swap contracts), commissions and spreads are solely a matter of negotiation between the trader and the counterparty.

The Investment Manager negotiates all commission and trading arrangements (as well as interest income arrangements in the case of counterparties holding the Master Fund's assets as collateral) at arm's length and has no affiliation with any of the Master Fund's brokers or counterparties.

However, the Investment Manager may receive certain research and related services from such counterparties, subject to the same general limitations as set forth above with respect to "soft dollar" services received by the Investment Manager as a result of the Master Fund's trading.

NET ASSET VALUE

General

The Fund's and the Master Fund's Gross Asset Value and Net Asset Value (for convenience, both are collectively referred to in this section as "Net Asset Value," unless and only to the extent that the context otherwise requires) are calculated as of the end of each calendar month and at such other times as the Investment Manager may determine (each, a "**Valuation Date**"). The Fund's Net Asset Value is calculated taking into account all assets and liabilities of the Fund, including, without limitation, administration, legal, audit and other professional fees and expenses. Virtually all of the Net Asset Value of the Fund (and of each series) consists of the Net Asset Value of its investment in the Master Fund (and of the Master Fund Account corresponding to such series). Net Asset Value is calculated in U.S. Dollars.

In determining the Net Asset Value of the Fund and the Master Fund, the following valuation principles are utilized:

(i) Financial instruments listed or traded on any recognized non-U.S. or U.S. organized exchange will be valued at the last reported sale price during the regular or primary trading session on the

Valuation Date of determination or the “official closing price” (if applicable). If no settlement price or trade price of such financial instrument was reported on the applicable Valuation Date, the financial instrument will be valued at the mean between the quoted “bid” and “ask” prices on the relevant Valuation Date.

(ii) Financial instruments that are not listed on an exchange but are traded over-the-counter will be valued at the last reported sales price on the relevant Valuation Date, or, if such price is not available, at the mean between the “bid” and “ask” prices on the relevant Valuation Date.

(iii) Options that are listed on an options exchange shall be valued at their last sale price on the principal market on which such options will have traded on such date; *provided*, that if the last sale price of such options does not fall within the last “bid” and “asked” price for such options on such date, the options will be valued at the mean between the last “bid” and “asked” price for such options on the Valuation Date.

(iv) Forward, spot and swap contracts and other off-exchange instruments will be valued at the latest settlement price obtained from a reputable market participant or pricing service, which may include the counterparty to the transaction, or by reference to the relevant underlying instruments.

(v) Short-term money market instruments and bank deposits are valued at cost plus accrued interest to date.

(vi) Other assets and liabilities for which observable inputs are not readily available will be valued at their fair value as determined in good faith in accordance with ASC 820 under the procedures adopted by the Investment Manager.

In determining the liabilities of the Master Fund, the Master Fund GP may calculate expenses of a regular or recurring nature (including, but not limited to, legal and audit services and other expenses) for any given period on an estimated basis in advance, and may accrue the same in such manner as the Master Fund GP may deem appropriate over such period.

The Master Fund GP determines the manner of applying the foregoing valuation principles in circumstances in which they are unclear or not equitable, and the Master Fund GP also determines the manner of applying such principles in circumstances in which more than one method of application would be equitable or consistent with Law. The Master Fund GP may also determine to use a different value for any investment than would be assigned pursuant to paragraphs (i) to (vi) above if the Master Fund GP determines that to do so would more accurately reflect market value. The foregoing valuation principles may be modified as necessary in the Master Fund GP’s sole discretion if the Master Fund GP determines doing so would better reflect market value, either in specific circumstances or generally.

The Master Fund GP is absolutely protected in relying on the valuations furnished to the Investment Manager by third parties; *provided*, that such reliance is consistent with the Standard of Care.

In the event the Fund is required by U.S. law, by agreement with the U.S. Treasury Department or similar government division or department or by any applicable intergovernmental agreement or implementing legislation to withhold amounts in respect of any Shareholder, the Investment Manager may, in consultation with the Directors, charge such Shareholder for such withholding or redeem all or a portion of such Shareholder’s Shares so as to ensure that no other Shareholder in the Fund will suffer any reduction in the value of their Shares as a consequence of such withholding, and the Fund will be entitled to convert such Shareholder’s Shares to a different class, tranche or series with a reduced Net Asset Value for the same purpose.

Net Asset Value is calculated by the Administrator in accordance with such valuation principles and valuations provided by the Investment Manager and third parties, subject to the ultimate oversight and authority of the Directors (in the case of the Fund) and the Master Fund GP (in the case of the Master Fund). However, during any time that the underlying assets of the Master Fund are considered for purposes of ERISA or Section 4975 of the Code to be “plan assets,” neither the Master Fund GP nor the Investment Manager will use its discretion to calculate the Net Asset Value of the Master Fund.

Suspending the Determination of Net Asset Value

The Directors may suspend the determination of Net Asset Value as of any Valuation Date, as well as the associated effective dates for Dividends and Redemptions, if the Directors determine that, as of such Valuation Date, a material portion of the Fund’s portfolio cannot be reliably or accurately valued. In such event, the Fund will give notice as soon as reasonably practicable of any such suspension to all Shareholders.

The Directors may suspend the determination of Net Asset Value with respect to part but not all of the Fund’s portfolio if the Directors determine that such part cannot be reliably or accurately valued — in which case the Investment Manager will continue to value the remainder of the Fund’s portfolio.

The Master Fund GP may suspend the determination of the Master Fund’s Net Asset Value and withdrawals by the Fund under the same circumstances (which would result in the Directors doing the same in respect of the Fund).

REDEMPTIONS

Redemptions

Subject to the applicable Monthly Redemption Allowance (as described below under “—Monthly Redemption Allowance”), a Shareholder generally may redeem Shares (a “**Redemption**”) from the Fund as of the end of each calendar month (a “**Redemption Date**”) upon at least (x) sixty (60) days’ prior written notice, with respect to Founders Shares, and (y) ninety (90) days’ prior written notice, with respect to B Shares or C Shares.

Redemption requests should specify the proposed Redemption Date and either a percentage of the Net Asset Value of the redeeming Shareholder’s Shares or an absolute U.S. Dollar amount of such Shares to be redeemed. The Administrator will use reasonable efforts to acknowledge in writing all Redemption requests which are received in good order. A Shareholder failing to receive such written acknowledgement from the Administrator within five (5) business days should contact the Administrator to obtain the same. Failure to obtain such a written acknowledgement from the Administrator may render the request void, unless otherwise permitted by the Investment Manager.

If a Shareholder holds multiple series of Shares, redemptions will be made from the series of Shares so designated by the redeeming Shareholder or, in the absence of such election, on a “first in, first out” or *pro rata* basis, as determined by the Investment Manager.

The Directors may waive the notice period required for Redemptions and set additional Redemption Dates for Shareholders, subject to such terms as the Directors determine; *provided*, that the Directors shall not grant any Shareholder what the Directors believe to constitute “preferential liquidity” within the meaning of applicable SEC interpretation.

Redemption requests once submitted are irrevocable without the Directors’ consent.

Lock-Up Period for C Shares

The C Shares are subject to a “hard” lock-up period that begins on the Subscription Date of a Shareholder’s initial subscription to the Fund for C Shares and ends on the twenty-fourth (24th) month-end following such Subscription Date, during which time such Shareholder will not be permitted to make a Redemption in respect of its C Shares (the “**C Shares Lock-Up Period**”).

Monthly Redemption Allowance

The maximum amount a Shareholder can redeem from the Fund as of any monthly Redemption Date equals the “**Monthly Redemption Allowance**” in effect for such Redemption Date.

Initially, with respect to Founders Shares, a Shareholder’s Monthly Redemption Allowance equals one-twelfth ($1/12$) of such Shareholder’s Founders Shares. If a Shareholder redeems the maximum $1/12$ Monthly Redemption Allowance of its Founders Shares as of a Redemption Date, such Shareholder’s maximum Monthly Redemption Allowance is increased to $1/11$, $1/10$, $1/9$, $1/8$, $1/7$, $1/6$, $1/5$, $1/4$, $1/3$, $1/2$ and $1/1$ of the remaining Founders Shares as of the next eleven Redemption Dates on which such Shareholder redeems capital, respectively, which need not be consecutive Redemption Dates, subject to, in each case, the Redemption Reset (as defined below).

Initially, with respect to B Shares, a Shareholder’s Monthly Redemption Allowance equals one-twenty-fourth ($1/24$) of such Shareholder’s B Shares. If a Shareholder redeems the maximum $1/24$ Monthly Redemption Allowance of its B Shares as of a Redemption Date, such Shareholder’s maximum Monthly Redemption Allowance is increased to $1/23$, $1/22$, $1/21$, $1/20$, $1/19$, $1/18$, $1/17$, $1/16$, $1/15$, $1/14$, $1/13$, $1/12$, $1/11$, $1/10$, $1/9$, $1/8$, $1/7$, $1/6$, $1/5$, $1/4$, $1/3$, $1/2$ and $1/1$ of the remaining B Shares as of the next twenty-three Redemption Dates on which such Shareholder redeems capital, respectively, which need not be consecutive Redemption Dates, subject to, in each case, the Redemption Reset.

Initially, with respect C Shares, a Shareholder’s Monthly Redemption Allowance following the conclusion of the C Shares Lock-Up Period for such subscription equals one-eighteenth ($1/18$) of its C Shares. If a Shareholder redeems the maximum $1/18$ Monthly Redemption Allowance of its C Shares as of a Redemption Date, such Shareholder’s maximum Monthly Redemption Allowance is increased to $1/17$, $1/16$, $1/15$, $1/14$, $1/13$, $1/12$, $1/11$, $1/10$, $1/9$, $1/8$, $1/7$, $1/6$, $1/5$, $1/4$, $1/3$, $1/2$ and $1/1$ of the remaining C Shares as of the next seventeen Redemption Dates on which such Shareholder redeems capital, respectively, which need not be consecutive Redemption Dates, subject to, in each case, the Redemption Reset.

However, redeeming Shareholders may only elect not to redeem any Shares as of any one or any two consecutive Redemption Dates — but not three or more consecutive Redemption Dates — without triggering the Redemption Reset.

The Monthly Redemption Allowance has been designed to permit a Shareholder to fully redeem (i) such Shareholder’s Founders Shares over the course of twelve (12) monthly Redemption Dates, (ii) such Shareholder’s B Shares over the course of twenty-four (24) monthly Redemption Dates or (iii) such Shareholder’s C Shares over the course of eighteen (18) monthly Redemption Dates following the conclusion of the C Shares Lock-Up Period, as applicable, in approximately equal amounts (*i.e.*, approximately $1/12$ or 8.33% of the number of Founders Shares, approximately $1/24$ or 4.17% of the number of B Shares or approximately $1/18$ or 5.56% of the number of C Shares, as applicable, held by such Shareholder, determined as of the first Redemption Date), but without requiring such Redemption to be made over the course of twelve, twenty-four or eighteen consecutive Redemption Dates, as applicable. A Shareholder may elect not to redeem any Shares as of any one or any two consecutive Redemption Dates without triggering the Redemption Reset, but not three or more consecutive Redemption Dates.

The intent of the Fund's Redemption terms is approximately to correlate the longer-term nature of the Fund's investment strategy, as well as the liquidity of the Fund's portfolio, with the investor liquidity made available to Shareholders, as well as to facilitate an orderly reduction of positions to cash over time (avoiding the potential for portfolio damage that could be caused by the more expedited liquidation of positions). Consistent with this purpose, any portion of a Shareholder's Shares that cannot be redeemed due to the operation of the Monthly Redemption Allowance will remain invested and continue to participate in the gains and losses of the Fund.

For the avoidance of doubt, if a Shareholder (i) does not redeem the maximum Monthly Redemption Allowance as of a Redemption Date; (ii) makes a new subscription to the Fund; or (iii) does not redeem any Shares for three consecutive Redemption Dates, such Shareholder's Monthly Redemption Allowance will remain at or be "reset" to 1/12 of such Shareholder's remaining Founders Shares, 1/24 of such Shareholder's remaining B Shares or 1/18 of such Shareholder's remaining C Shares, as applicable (the "**Redemption Reset**") (whereupon such Shareholder will only be able to completely redeem from the Fund over the course of twelve, twenty-four or eighteen Redemption Dates, as applicable, irrespective of any Redemptions previously made).

If a Shareholder holds multiple series of Shares, redemptions will be made from the series of Shares so designated by the redeeming Shareholder or, in the absence of such election, on a "first in, first out" or *pro rata* basis, as determined by the Investment Manager. Similarly, if a Shareholder holds more than one Sub-Series of Shares of the same series, Shares will be redeemed on a "first in, first out" or *pro rata* basis, as determined by the Investment Manager. For the avoidance of doubt, if a Shareholder holds more than one Sub-Series with different Net Asset Values per Share, the Monthly Redemption Allowance will be applied based on the aggregate Net Asset Value of all Shares held by such Shareholder (and not the number of Shares held). Notwithstanding the foregoing, C Shares will also be redeemed on a "first in, first out" basis with the Monthly Redemption Allowance calculated in respect of each Sub-Series (and not across a Shareholder's multiple Sub-Series).

The Investment Manager may waive the Monthly Redemption Allowance, but does not intend to do so except in circumstances it considers exceptional. Any such waiver granted to a Shareholder shall not entitle any other Shareholder to a similar waiver.

Effect of Redemptions

Where a redemption request is accepted, the Shares will be treated as having been redeemed with effect from the relevant Redemption Date irrespective of whether or not such redeeming Shareholder has been removed from the Fund's register of shareholders, the redemption reflected in the Fund's record of Subscriptions or the redemptions proceeds remitted. Details of the value, as at the Redemption Date, of redeemed Shares may be obtained by the relevant redeeming Shareholder from the Investment Manager. Details of the price at which a subscription was accepted may be obtained by the relevant Shareholder from the Investment Manager.

Unless otherwise specifically stated herein, Redemptions, Redemption requests and notice of Redemptions by the Fund to the Master Fund will generally be effected in a manner which corresponds to those set out in this Memorandum and the Master Fund's Limited Partnership Agreement, save that certain requests and notices (including, for example, redemption requests) may be deemed automatically submitted, served or withdrawn by the Fund in order to give effect to the intended operation of the master-feeder structure.

Redemptions by Investment Manager Parties

Investments in the Linonia Partners Funds by Investment Manager Parties are generally subject to the same restrictions on Redemptions as are all other Shareholders holding Founders Shares, including the Monthly Redemption Allowance. However, the Master Fund GP (and other Investment Manager Parties, as the case may be) may withdraw all or any portion of its Master Fund Account balance that is ultimately attributable to Performance Allocations (except, for the avoidance of doubt, the Series A1 Restricted Performance Allocation or the Series A2 Restricted Performance Allocation) at any time without notice to Shareholders and without being subject to the Monthly Redemption Allowance. Upon the completion of the calendar year immediately following the year in which the amount of a Performance Allocation was crystallized, any amounts attributable to a Performance Allocation will be subject to the Founder Shares liquidity terms. Investment Manager Parties may also at any time and without limitation withdraw the amount of any estimated or actual federal, state and local taxes payable by such Investment Manager Party with respect to taxable income and gain incurred during a fiscal year (“**Tax Distributions**”).

The Principal — Mr. Philip Uhde — has invested a substantial portion of his liquid net worth in the Master Fund. Although the Principal generally intends to maintain such investment during the life of the Fund, the Principal may redeem capital from the Linonia Partners Funds according to the Founders Shares terms, except that he may redeem on any Redemption Date on less than 60 days’ prior notice up to \$2 million in the Linonia Partners Funds in the aggregate during each calendar year. For the avoidance of doubt, the Principal’s investments in the Linonia Partners Funds have been or may be made either directly by the Principal or indirectly through the Master Fund GP, the Investment Manager, family investment vehicles controlled by the Principal, and tax and estate planning vehicles organized for the benefit of the Principal and/or his family members (collectively, “**Managing Principal Investments**”). Accordingly, the foregoing notice and withdrawal provisions relating to the Principal’s investments in the Linonia Partners Funds refer to all Managing Principal Investments over which the Principal has control in the aggregate, as though they were a single investment made directly by the Managing Principal in his individual capacity.

Certain Investment Manager Parties may be required to invest in the Fund through or in connection with a compensation or mandatory reinvestment plan. As particular installments of such investments “vest” and become eligible to be redeemed under the compensation plan, such installments may then be redeemed without being subject to the Fund’s regular Redemption terms or restrictions (including the Monthly Redemption Allowance).

Mandatory Redemptions

The Directors may, in their sole discretion, require a Shareholder to redeem part or all of such Shareholder’s Shares at any time and for any or no reason.

Performance Allocations are calculated with respect to mandatory Redemptions in the same manner as in the case of voluntary Redemptions. The Directors shall have no liability whatsoever for effecting the mandatory Redemption of Shares for any or no reason.

Key Person Event

Upon the occurrence of a Key Person Event (as defined below), all Shareholders will be promptly notified and given the option — which must be exercised within thirty (30) days of receiving such notice (the “**Key Person Event Notice Deadline**”) — to redeem all or any portion of such Shareholder’s Shares without being subject to the applicable Monthly Redemption Allowance limitation or the C Shares Lock-Up Period (if applicable). Such Redemptions shall be effective as of the first calendar month-end that is at least twenty-five (25) days following the Key Person Notice Event Deadline.

A “**Key Person Event**” will occur if the Principal (i) dies, (ii) is unable, by reason of illness or injury, to perform his functions for the Investment Manager for a period of 45 days during any consecutive 180-day period, (iii) for any reason other than death, illness or injury, ceases to devote substantially all of his business time to the day-to-day activities of the Investment Manager (which, for the avoidance of doubt, would not be triggered by reasonable vacation time) or (iv) is no longer primarily responsible for the management of the Fund’s portfolio.

Key Person Event Redemptions are not subject to the Monthly Redemption Allowance or the C Shares Lock-Up Period (if applicable), but remain subject to all other terms applicable to Redemptions generally (except as otherwise specifically set forth above with respect to Key Person Event Redemptions).

Depending on the level of Redemption Requests following a Key Person Event (and the Fund’s ability to satisfy them), the Fund may establish certain “special liquidation vehicles,” offer Distributions in kind to certain investors, arrange auctions of Shares and/or Fund assets or take such other actions as the Investment Manager may determine. Priority considerations for the Investment Manager in structuring the Key Person Event Redemption rights will be preserving value, whether the Fund will dissolve or continue in operation and expedite Redemptions for those Shareholders who elect to redeem.

Payment of Redemption Proceeds

Redemption proceeds are generally paid within thirty (30) days of the applicable Redemption Date or as soon as reasonably practicable thereafter; *provided*, that the Fund may, but has no obligation to, “hold back” up to 5% of the total estimated Redemption proceeds otherwise payable to a Shareholder in respect of Redemptions made during a single fiscal year until the completion of the Fund’s annual audit for the fiscal year in which the Redemption was effective. The Fund generally does not intend to retain an audit holdback of estimated Redemption proceeds unless a Shareholder has redeemed a substantial majority of its Shares during a particular fiscal year, but may (or may not) do so under any circumstance in its discretion.

Redemption proceeds payable to redeeming Shareholders (including any “holdback”) are held as a general asset of the Fund pending payment and do not participate in the profits or losses of the Fund following the applicable Redemption Date, nor do they accrue any interest.

Redemption proceeds are generally paid in cash (by bank-to-bank wire transfer) to an account in the name of the redeeming Shareholder. The Administrator will not remit any Redemption proceeds to a third party account without its prior consent, which may be withheld in its discretion. However, Redemption proceeds may be paid in kind, in whole or in part, as determined by the Directors.

In light of the expectation that the Master Fund’s portfolio will be readily valued, all Shareholders consent to Redemptions and the related Redemption proceeds being definitively determined at the time unaudited Net Asset Values are finalized for the applicable Redemption Date. Net Asset Values for such purposes are generally finalized within fifteen (15) Business Days of the applicable Redemption Date (typically well before the completion of the audit of the Fund for the applicable fiscal year).

The Investment Manager (in consultation with the Directors) may reduce the Redemption proceeds in respect of any Shareholder to the extent the Fund is required by U.S. law, by agreement with the U.S. Treasury Department or similar government division or department or by any applicable intergovernmental agreement or implementing legislation to withhold in respect of a payment of Redemption proceeds to such Shareholder or otherwise withhold any amount in respect of such Shareholder.

Where a Redemption request is accepted, the Shares will be treated as having been redeemed with effect from the relevant Redemption Date irrespective of whether or not such redeeming Shareholder has

been removed from the Fund's register of Shareholders or the Redemption price has been determined or remitted. Accordingly, on and from the relevant Redemption Date, Shareholders in their capacity as such will not be entitled to or be capable of exercising any rights arising under the Articles with respect to Shares being redeemed (including any right to receive notice of, attend or vote at any meeting of the Fund) save the right to receive the Redemption price and any Dividend which has been declared prior to the relevant Redemption Date but not yet paid (in each case with respect to the Shares being redeemed). Such redeemed Shareholders will be creditors of the Fund with respect to the Redemption price. In an insolvent liquidation, redeemed Shareholders will rank behind ordinary creditors but ahead of Shareholders.

Payments In Kind

The Fund intends to pay all Redemption proceeds and Dividends in cash. However, if the Master Fund transfers assets in kind to the Fund, the Directors may, including at the request of the recipient Shareholder and subject to ERISA (if applicable), cause the Fund to pay Redemption proceeds and/or Dividends in kind, in whole or in part, in lieu of cash based on an in-kind distribution by the Master Fund.

In the unlikely event that the Master Fund determines to pay out a Redemption or Dividend to the Fund — and the Fund, in turn, determines to pay out such Redemption or Dividend to one or more Shareholders — in whole or in part, in kind rather than in cash, the Directors will use commercially reasonable efforts to give affected Shareholders at least ten (10) days' notice of the proposed in-kind payment (generally describing the assets to be distributed and any associated liabilities assumed). If the Shareholder notifies the Fund within five (5) days of receipt of such notice from the Directors that receipt of the in-kind assets (or associated liabilities) intended to be paid out to such Shareholder could reasonably be expected to cause such Shareholder to be in violation of any law or the internal policies of such Shareholder, the Directors will use commercially reasonable efforts to cause the Fund (or the Master Fund on the Fund's behalf) to sell the in-kind assets intended to be distributed — which sale may be made without reference to market or most recent prices, or to an Investment Manager Party (any sale to an Investment Manager Party to require the consent of such Shareholder). In such case, neither the Directors nor the Investment Manager need make any representation as to how long a delay there might be before such sale will be effected and whether there will be a single sale for the entirety of such assets or more than one sale, each for a part of such assets. No interest will accrue on any amounts due to the affected Shareholder pending such sale(s); *provided*, that the Investment Manager will cause the Master Fund to distribute the proceeds of such sale(s) to the Fund — and cause the Fund to distribute such proceeds to the applicable Shareholders — promptly following receipt (subject to reserves and/or holdbacks).

Any assets distributed in kind will be valued in accordance with the Master Fund's valuation policies as of the date of distribution.

Notwithstanding any of the foregoing, and subject to ERISA (if applicable), the Fund may pay Redemption proceeds or Dividends in kind to a Shareholder in the form of shares or interests in a special purpose vehicle or a participation agreement (which such Shareholder will not have the option of requiring the Fund to sell), including under circumstances in which a decision has been made to cease active investing and to reduce the Fund's assets to cash in order to facilitate a winding up of the Fund.

Any payment of Redemption proceeds or Dividends in kind (if any) will be made in an equitable manner as determined by the Directors in good faith.

Redemptions Not Given Effect

No Redemption is effective if the Investment Manager determines that such Redemption gives rise to an Impermissible Event. For such purposes, "**Impermissible Event**" means causing the Fund or the

Master Fund: (i) not to qualify for any applicable exclusion from registration as an “investment company” under the Company Act; (ii) not to qualify for any applicable exclusion from, or exemption promulgated under, the U.S. Commodity Exchange Act, as amended; or (iii) to violate any Law or contractual provision.

No Redemption requests are effective if, on or before the intended Redemption Date for the requested Redemption, the Directors determine to dissolve the Fund or reduce its portfolio to cash.

Suspending Effective Dates

The Directors will suspend the effective date of a Redemption or Dividend (as applicable, an “**Effective Date**”), regardless of the actual date of payment if the determination of Net Asset Value and, accordingly, the applicable Valuation Date have been suspended.

The Directors may suspend an Effective Date if the Directors determine: (i) the Fund’s investments are committed in such a manner so as not reasonably to permit immediate liquidation of sufficient funds; (ii) there exists a state of affairs that the Directors determine constitutes circumstances under which liquidation by the Fund of part or all of its investments is not reasonable or practicable, or would be prejudicial to the Fund; (iii) not suspending such Effective Date could have a material adverse effect on the continuing Shareholders; (iv) not suspending such Effective Date would result in an Impermissible Event; or (v) to dissolve the Fund. The Master Fund GP may suspend the determination of the Master Fund’s Net Asset Value and withdrawals by the Fund under the same circumstances (which would result in the Directors doing the same in respect of the Fund).

In the event that an Effective Date is suspended, all pending Redemption requests will be rescinded, and no additional Redemption requests will be accepted until the suspension has ended. If an Effective Date is suspended, Shares in such Shareholder’s Sub-Series that would otherwise have been redeemed as of such Effective Date continue to participate in the gains and losses of the Fund.

When Redemptions are resumed after an Effective Date has been suspended, no Redemption requests will have any priority over any other Redemption requests (whether previously submitted and subsequently revoked due to such suspension or otherwise) and the Fund’s ordinary Redemption protocol (including the Monthly Redemption Allowance) will resume as if no suspension had occurred.

Redemptions may be suspended with respect to part, but not all, of the Fund’s portfolio, in which event outstanding Redemption requests will be rescinded only to the extent that they relate to the portion of the Fund’s portfolio from which Redemptions are suspended. The Fund may issue a special Class or Series of Shares to Shareholders representing their *pro rata* participation in such portion of the Fund’s assets or take such other action as the Directors determine equitable under the circumstances.

A suspension of voluntary Redemptions does not require a suspension of mandatory Redemptions and/or Dividends.

In the case of a suspension that persists for a period of 6 months, each investor in the Fund and the Master Fund will be given the opportunity to receive an in-kind redemption of its *pro rata* share of each of the positions held by the Master Fund as of the next month-end following such period, except that the Fund will not be required to transfer any position (i) where there are transfer restrictions prohibiting such transfer, (ii) it is operationally impossible to perform such transfer or (iii) such transfer would be reasonably likely to violate applicable law or regulation.

Suspending the Payment of Redemption Proceeds

Even if a Redemption Date has not itself been suspended, the Directors may suspend the payment of Redemption proceeds if the Directors determine that: (i) making such payment would result in an Impermissible Event; or (ii) liquidating investments to pay Redemption Proceeds could have a material adverse effect on the continuing Shareholders (for example, if the corresponding liquidation of the Fund's outstanding positions could cause significant portfolio damage).

Dividends

As a general matter, the Investment Manager intends to reinvest the income and capital gains of the Master Fund. The Master Fund GP and the Directors, respectively, do not intend to cause the Master Fund or the Fund to make Distributions. However, the Directors generally will cause the Fund to pay Dividends to the Shareholders if the Master Fund makes a distribution to the Fund. Dividends, if paid, need not be paid *pro rata* among the Shareholders. Any Dividend paid to a Shareholder decreases the Net Asset Value of such Shareholder's Sub-Series and is treated as a Redemption for Performance Allocation purposes and determining Proportionate Shares. Dividends may be rescinded by the Directors at any time after announcement and prior to their Effective Date, and are subject to suspension under the same circumstances as Redemptions.

Transfers

Shares may be Transferred only upon the execution and delivery of a Subscription Agreement (or other written instrument satisfactory to and accepted by the Fund) by the transferee and on such terms as are acceptable to the Directors. No Transfer will be effective if the transferee is not qualified to become a Shareholder or without the written consent of the Directors.

Transfers to new beneficial owners generally will be treated as a Redemption by the transferor (subject to Performance Allocations, if due) and a new Subscription by the transferee. The foregoing will result in the resetting of the C Shares Lock-Up Period for transfers of C Shares, such that the transferee's C Shares will be subject to a new C Shares Lock-Up Period. However, the Investment Manager may determine to treat the transferee as if it were the *alter ego* of the transferor for one or more purposes (including in respect of Performance Allocations) and generally intends to do so upon request if the transferee is a Related Investor (as defined below) (as determined by the Investment Manager in its sole discretion).

Upon a Transfer of Founders Shares, unless such Transfer is made to a Related Investor, Founders' Shares will lose their classification as such, and the transferred Shares will be converted (by way of redemption and subscription) into (and become subject to the terms, including Management Fees and Performance Allocations applicable to) a Sub-Series of the series of B Shares corresponding to the Founders Shares held by the transferor as of the Transfer date, as determined by the Investment Manager.

A "**Related Investor**" means, in general but ultimately as determined and permitted by the Investment Manager, any affiliate or immediate family member (*e.g.*, spouse or child) of a Shareholder, any investment fund or account managed or sponsored by such Shareholder and, in the case of a Shareholder which is itself an investment fund or account, any other investment fund or account managed or sponsored, in whole or in part, by one or more of the same entities (or affiliates thereof) that manage or sponsor such Shareholder.

CERTAIN TAX CONSIDERATIONS

The discussion below is a general summary of certain tax considerations currently applicable to the Fund and the Master Fund, and to an investment therein by certain prospective Shareholders. In view of the number of different jurisdictions where local laws may apply to a Shareholder of the Fund, this Memorandum does not discuss the non-United States tax consequences (other than the tax consequences with respect to the Cayman Islands) to a potential investor arising from the acquisition, holding or disposition of Shares.

EACH PROSPECTIVE INVESTOR SHOULD CONSULT WITH AND MUST RELY UPON HIS OWN TAX ADVISOR REGARDING THE TAX CONSEQUENCES OF INVESTING IN THE FUND. THIS DISCUSSION IS PROVIDED ONLY TO ASSIST THE PROSPECTIVE INVESTOR IN EVALUATING THE EXPECTED TAX CONSEQUENCES AND LIABILITIES RELATED TO AN INVESTMENT IN THE FUND. A COMPLETE DISCUSSION OF ALL TAX ASPECTS OF AN INVESTMENT IN THE FUND IS BEYOND THE SCOPE OF THIS MEMORANDUM. NO REPRESENTATIONS ARE MADE REGARDING THE PARTICULAR TAX CONSEQUENCES OR LIABILITIES RELATED TO AN INVESTMENT IN THE FUND BY ANY PROSPECTIVE INVESTOR. MOREOVER, THIS DISCUSSION IS NOT INTENDED TO PROVIDE TAX OR OTHER LEGAL ADVICE TO ANY PROSPECTIVE INVESTOR.

United States

The following is a summary of certain aspects of the U.S. federal income taxation of the Master Fund, the Fund and its Shareholders that should be considered by a prospective investor. This summary is based on the U.S. federal income tax laws, regulations, administrative rulings and judicial decisions in effect or available on the date of this Memorandum. No assurance can be given that administrative, judicial or legislative changes will not occur that would make the statements herein incorrect or incomplete. This summary does not discuss all of the tax consequences that may be relevant to a particular investor or to certain investors subject to special treatment under the U.S. federal income tax laws. In addition, this summary does not address the U.S. federal income tax considerations applicable to an investment in the Fund by persons other than non-resident alien individuals, foreign corporations and U.S. tax-exempt organizations. Each prospective investor should consult its own tax advisors regarding the U.S. federal income tax consequences of an investment in the Fund.

The Master Fund and the Fund

The Master Fund has elected to be classified as a partnership for U.S. federal income tax purposes. The Fund will be classified as a corporation for U.S. federal income tax purposes. As a foreign corporation, the Fund generally will not be subject to U.S. federal income taxation on income or gain realized by it from trading and investment activities; *provided*, that the Fund is not engaged in, or deemed to be engaged in, a U.S. trade or business to which such income or gain is treated as effectively connected. If the Master Fund is engaged in, or deemed to be engaged in, a U.S. trade or business in any year, then that status will be imputed to the Fund. The Master Fund and the Fund should not be considered to be so engaged, so long as (i) neither the Master Fund nor the Fund is considered a dealer in stocks, securities or commodities, and does not regularly offer to enter into, assume, offset, assign, or otherwise terminate positions in derivatives with customers, (ii) the Master Fund's and the Fund's U.S. business activities (if any) consist solely of investing in and/or trading stocks or securities, commodities of a kind customarily dealt in on an organized commodity exchange (if the transaction is of a kind customarily consummated at such place) and derivatives for their own account, (iii) any entity in which the Master Fund or the Fund invests that is classified as a disregarded entity or partnership for U.S. federal income tax purposes is not engaged in, or deemed to be engaged in, a U.S. trade or business, and (iv) neither the Master Fund nor the Fund disposes of a "United States real property interest" as defined in Section 897 of the Code. The Master Fund and the Fund each intends to conduct its affairs in a manner that meets such requirements. However, because neither the

Master Fund nor the Fund can give complete assurance that it will not be treated as conducting a trade or business within the United States, it should be noted that if the Fund were engaged in, or deemed to be engaged in, a U.S. trade or business in any year, the Fund (but not any of the Shareholders) would be required to file a U.S. federal income tax return for such year and pay tax on its income and gain that is effectively connected with such U.S. trade or business at U.S. corporate tax rates. In addition, the Fund generally would be required to pay a branch profits tax equal to 30% of the earnings and profits of such U.S. trade or business that are not reinvested therein.

Due to the pass-through nature of the Master Fund, the term “the Fund” (as used in the remainder of this summary) may include the Master Fund through which the Fund trades as the context may require.

The Fund also will be subject to a 30% U.S. withholding tax on the gross amount of (i) any U.S. source interest income that falls outside the portfolio interest exception or other available exception to withholding tax, (ii) any U.S. source dividend income or dividend equivalent payments, and (iii) any other U.S. source fixed or determinable annual or periodical gains, profits, or income, in each case to the extent such amounts are not effectively connected with a U.S. trade or business. For these purposes, interest will generally qualify for the portfolio interest exception if it is paid on an obligation that is in registered form; *provided*, that the Master Fund and the Fund provide certain required certifications, or in certain other circumstances. However, interest on an obligation will not qualify for the portfolio interest exception if (i) the Fund is considered a 10% shareholder of the issuer of the obligation, (ii) the Fund is a controlled foreign corporation and is considered to be a related person with respect to the issuer of the obligation or (iii) such interest is determined by reference to certain financial information of the issuer of the obligation (*e.g.*, the issuer’s receipts, sales, income or profits) or is otherwise considered to be contingent interest.

Taxation of Shareholders

Non-U.S. Shareholders

Shareholders that are non-resident alien individuals or foreign corporations generally should not be subject to U.S. federal income taxation on gain realized from the sale, exchange, or Redemption of Shares held as a capital asset unless such gain is otherwise effectively connected with a U.S. trade or business or, in the case of a non-resident alien individual, such individual is present in the United States for 183 days or more during a taxable year and certain other conditions are met.

U.S. Tax-Exempt Shareholders

Income or gain realized on an investment in the Fund by a U.S. tax-exempt Shareholder should not be taxable as unrelated business taxable income; *provided*, that such Shareholder does not incur acquisition indebtedness in connection with its purchase of Shares.

Reporting Requirements for U.S. Tax-Exempt Shareholders

U.S. tax-exempt Shareholders may be required to comply with various information reporting obligations with respect to their investment in the Fund. For example, U.S. tax-exempt Shareholders may be obligated to file Forms 926, 5471, 8621, 8938, 8990 or 8992 with the IRS, or Financial Crimes Enforcement Network (FinCEN) Form 114 (Report of Foreign Bank and Financial Accounts) with the U.S. Treasury Department. These forms may require disclosures regarding the filing U.S. tax-exempt Shareholder, other Shareholders and the Fund. The Fund has not committed itself to provide all of the information concerning the Fund or its Shareholders necessary to complete such forms. Failure to properly file such forms, if required, may result in the imposition of substantial penalties and an extension of the statute of limitations for the assessment of U.S. federal income tax. U.S. tax-exempt Shareholders are urged

to consult their own legal advisors regarding these potential reporting obligations and any other potential reporting obligations that may arise from an investment in the Fund.

Compliance with FATCA

The U.S. legislation commonly known as the Foreign Account Tax Compliance Act (“**FATCA**”) generally imposes a 30% withholding tax on certain payments to non-U.S. financial institutions (including investment entities) of U.S. source income unless the non-U.S. financial institution discloses to the IRS the name, address and taxpayer identification number of certain U.S. persons that hold, directly or indirectly, an account with the non-U.S. financial institution, as well as certain other information relating to any such account. The United States and the Cayman Islands have entered into a “Model 1” intergovernmental agreement with respect to FATCA (the “**USIGA**”). The USIGA modifies the foregoing requirements with respect to Cayman financial institutions but generally requires similar information to be disclosed to the Cayman Islands government and ultimately to the IRS. The Fund and the Master Fund intend to comply with any obligations imposed on them under FATCA and the US IGA to avoid the imposition on them of any withholding tax under FATCA, but there can be no assurances that they will be successful in this regard. See “— Cayman Islands — Automatic Exchange of Financial Account Information.”

Cayman Islands

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 Fund or the Shareholders. 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 Fund or the Master Fund.

The Fund received an undertaking from the Financial Secretary of the Cayman Islands that, in accordance with section 6 of the Tax Concessions Act (As Revised) of the Cayman Islands, for a period of twenty (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 will apply to the Fund 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 will be payable (i) on or in respect of the shares, debentures or other obligations of the Fund 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 Fund to its members or a payment of principal or interest or other sums due under a debenture or other obligation of the Fund.

Cayman Islands — Automatic Exchange of Financial Account Information

The Cayman Islands has signed an inter-governmental agreement to improve international tax compliance and the exchange of information with the United States (*i.e.*, the USIGA). The Cayman Islands has also signed, along with over 100 other countries, a multilateral competent authority agreement to implement the OECD Standard for Automatic Exchange of Financial Account Information — Common Reporting Standard (the “**CRS**” and together with the US IGA, “**AEOI**”).

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

All Cayman Islands “Financial Institutions” will be required to comply with the registration, due diligence and reporting requirements of the AEOI Regulations, except to the extent that they can rely on an exemption that allows them to become a “Non-Reporting Financial Institution” (as defined in the relevant AEOI Regulations) with respect to one or more of the AEOI regimes, in which case only the registration

requirement would apply under CRS. The Fund does not propose to rely on any Non-Reporting Financial Institution exemption and therefore intends to comply with all of the requirements of the AEOI Regulations.

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

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

Other Jurisdictions

Dividends and certain types of interest income on various investments held by the Fund will be subject to withholding tax at their source. Certain gains earned by the Fund or the Master Fund on its investments in various jurisdictions outside the Cayman Islands may also be subject to tax in such jurisdictions. The Fund and the Master Fund invest globally. The activities of the Fund, the Master Fund and/or the Investment Manager and its affiliates could subject the Fund and the Master Fund (and, potentially, certain Shareholders) to tax in one or more jurisdictions. Any such tax could apply to all Fund income, not only that derived from the jurisdiction asserting such tax.

PROSPECTIVE INVESTORS MUST CONSULT THEIR OWN TAX ADVISORS REGARDING THE POSSIBLE APPLICABILITY OF STATE, LOCAL OR MUNICIPAL TAXES TO AN INVESTMENT IN THE FUND.

THE FOREGOING DISCUSSION IS NOT INTENDED AS A SUBSTITUTE FOR CAREFUL TAX PLANNING, PARTICULARLY SINCE CERTAIN OF THE INCOME TAX CONSEQUENCES OF AN INVESTMENT IN THE FUND MAY NOT BE THE SAME FOR ALL INVESTORS. ACCORDINGLY, PROSPECTIVE INVESTORS IN THE FUND MUST CONSULT THEIR TAX ADVISORS WITH SPECIFIC REFERENCE TO THEIR OWN TAX SITUATION UNDER U.S. FEDERAL LAW AND THE PROVISIONS OF APPLICABLE STATE, LOCAL AND OTHER LAWS BEFORE SUBSCRIBING FOR SHARES.

INVESTMENTS BY EMPLOYEE BENEFIT PLANS

General

The following section sets forth certain consequences under ERISA and the Code, which a fiduciary of an “employee benefit plan,” as defined in, and subject to the fiduciary responsibility provisions of, ERISA, or of a “plan,” as defined in and subject to Section 4975 of the Code, who has investment discretion should consider before deciding to invest such plan’s assets in the Fund (such “employee benefit plans” and “plans” being collectively referred to herein as “**Plans**,” and such fiduciaries with investment discretion being referred to herein as “**Plan Fiduciaries**”). Furthermore, all potential investors should read the following disclosure because it describes certain limitations on the operation of the Fund that may result from Plans purchasing Shares. The following summary is not intended to be complete, but is intended only to address certain questions under ERISA and the Code which are likely to be raised by the Plan Fiduciary’s own counsel.

In general, the terms “employee benefit plan” as defined in ERISA and “plan” as defined in Section 4975 of the Code together refer to any plan or account of various types which provides retirement benefits or welfare benefits to an individual or to an employer’s employees and their beneficiaries. Such plans and accounts include, but are not limited to, corporate pension and profit-sharing plans, “simplified employee pension plans,” Keogh plans for self-employed individuals (including partners), individual retirement accounts described in Section 408 of the Code and medical benefit plans.

Each Plan Fiduciary must give appropriate consideration to the facts and circumstances that are relevant to an investment in the Fund, including the role an investment in the Fund plays in the Plan’s investment portfolio. Each Plan Fiduciary, before deciding to invest in the Fund, must be satisfied that an investment in the Fund is a prudent investment for the Plan, that the investments of the Plan, including the investment in the Fund, are diversified so as to minimize the risks of large losses, that an investment in the Fund complies with the documents of the Plan and related trust and that an investment in the Fund does not give rise to a transaction prohibited by Section 406 of ERISA or Section 4975 of the Code.

EACH PLAN FIDUCIARY CONSIDERING ACQUIRING SHARES MUST CONSULT ITS OWN LEGAL AND TAX ADVISORS BEFORE DOING SO.

Ineligible Purchasers

In general, Shares may not be purchased with the assets of a Plan if the Investment Manager, any Director, the Master Fund GP, any placement agent, or any of their respective affiliates or employees either: (i) has investment discretion with respect to the investment of such Plan assets; (ii) provides investment advice with respect to such Plan assets for a fee, as described in regulations under ERISA; or (iii) is an employer maintaining or contributing to such Plan. A party that is described in clause (i) or (ii) of the preceding sentence is a fiduciary under ERISA and the Code with respect to the Plan, and any such purchase might result in a “prohibited transaction” under ERISA and the Code.

In addition, unless an exemption from the prohibited transaction rules of ERISA and Section 4975 of the Code applies, it may be a prohibited transaction for a Plan or Plan Assets Entity (as defined below) to purchase Shares in, or redeem Shares from, the Fund if the Fund is a “party in interest” as defined in Section 3(14) of ERISA or a “disqualified person” as defined in Section 4975(e)(2) of the Code with respect to the Plan or one or more Plans holding an interest in the Plan Assets Entity. A party in interest and a disqualified person include a corporation of which 50% or more of the voting power or value is owned directly or indirectly by a fiduciary or service provider with respect to a Plan. Because the Investment Manager holds 100% of the Management Shares, there is a risk that the Fund may be a party in interest and a disqualified person with respect to a Plan for which the Investment Manager or any of its affiliates is a fiduciary or service provider. Therefore, in order to avoid engaging in any direct or indirect prohibited transaction, a benefit plan investor may not purchase Shares, or redeem Shares, unless one of the following prohibited transaction exemptions applies and will continue to apply while the benefit plan investor owns

Shares: (i) Prohibited Transaction Class Exemption (“PTCE”) 84-14 applicable to certain transactions involving qualified professional asset managers, (ii) PTCE 96-23 applicable to certain transactions involving in-house asset managers, (iii) PTCE 90-1 applicable to certain transactions involving insurance company pooled separate accounts, (iv) PTCE 91-38 applicable to certain transactions involving bank collective investment funds, (v) PTCE 95-60 applicable to certain transactions involving insurance company general accounts or (vi) the service provider exemption provided by Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code.

Plan Assets

The purchase of Shares by a Plan raises the issue of whether that purchase will, for purposes of Title I of ERISA and Section 4975 of the Code, cause the underlying assets of the Fund and/or the Master Fund to be assets of such Plan. ERISA and a regulation issued thereunder contain rules for determining when an investment by a Plan in an entity will result in the underlying assets of such entity being assets of the Plan for purposes of ERISA and Section 4975 of the Code (“**Plan Assets**”). Those rules provide that assets of an entity will not be Plan Assets of a Plan which purchases an interest therein if the investment by all “benefit plan investors” is not “significant” or certain other exceptions apply. The term “benefit plan investors” includes all Plans (*i.e.*, all “employee benefit plans” as defined in, and subject to the fiduciary responsibility provisions of, ERISA and all “plans” as defined in and subject to Section 4975 of the Code) and all entities that hold Plan Assets (each, a “**Plan Assets Entity**”) due to investments made in such entities by already described benefit plan investors. ERISA provides that a Plan Assets Entity is considered to hold Plan Assets only to the extent of the percentage of the Plan Assets Entity’s equity interests held by benefit plan investors. Investments by benefit plan investors will be deemed not significant if benefit plan investors own, in the aggregate, less than 25% of the total value of each class of equity interests of the entity (determined without including the investments of persons with discretionary authority or control over the assets of such entity, any person who provides investment advice for a fee (direct or indirect) with respect to such assets, and “affiliates,” as defined in the regulations issued under ERISA, of such persons; *provided, however*, that under no circumstances are investments by benefit plan investors excluded from such calculation). The 25% test must be applied after any acquisition or Redemption of Shares.

A Plan Fiduciary considering the purchase of Shares on behalf of a Plan and all other persons considering the purchase of Shares should be aware that at such time, if any, that benefit plan investors own 25% or more of the total value of any class of equity interest in the Fund, the underlying assets of the Fund will be considered for purposes of ERISA and Section 4975 of the Code to be Plan Assets. However, because the Investment Manager is required to invest all of the Fund’s capital in the Master Fund, except for such capital as the Investment Manager determines is reasonably necessary or appropriate to pay any fees, expenses or other costs related to the Fund, the applicable rules of ERISA and Section 4975 of the Code should not impact the Fund’s investments, and the Investment Manager believes that it is not acting in a fiduciary capacity when transferring assets from the Fund to the Master Fund. In addition, because all investors inherently approve the Fund’s investment in the Master Fund when they subscribe for Shares, such investment will not result in a prohibited transaction under ERISA or Section 4975 of the Code.

The Plan Fiduciary also should be aware that at any such time, if any, as benefit plan investors own 25% or more of the total value of any class of equity interest in the Master Fund, the underlying assets of the Master Fund will be considered Plan Assets.

The Fund and the Master Fund do not currently intend to restrict the aggregate ownership of Shares or interests in the Master Fund, as applicable, by benefit plan investors and, therefore, it is possible that benefit plan investors will own, in the aggregate, 25% or more of the total value of a class of equity interests of the Fund and/or the Master Fund. Accordingly, during such time that benefit plan investors own 25% or more of the total value of a class of equity interests of the Fund and/or the Master Fund, the underlying

assets of the Fund and/or the Master Fund, as applicable, will be considered Plan Assets. The following consequences with respect to the Master Fund will result during the time that the underlying assets of the Master Fund are considered to be Plan Assets. Even if benefit plan investors do not own 25% or more of the total value of any class of equity interests of the Fund, the consequences described below may limit the Fund's investment activities because the Fund's investment and trading activities are conducted by the Master Fund.

During any time that the total value of each class of equity interest of the Master Fund is owned less than 25% by benefit plan investors, the provisions of Title I of ERISA and Section 4975 of the Code, and the consequences described below, will not apply to the Master Fund even if 25% or more of the total value of any class of equity interest of the Fund is held by benefit plan investors.

Fiduciary Duties

If the underlying assets of both the Fund and the Master Fund are Plan Assets, the Investment Manager (as the party with discretionary authority and control over the investment of the Master Fund's assets) will be a fiduciary under ERISA with respect to the assets of Plan investors indirectly held by the Master Fund through the Fund, and the Investment Manager's duties and liabilities with respect to such assets will be subject to the provisions of ERISA. Generally, the fiduciary provisions of ERISA require fiduciaries to act for the exclusive benefit of participants and beneficiaries of the Plan, to employ the care, skill, prudence and diligence that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, to diversify investments so as to minimize the risks of large losses, and to comply with the plan and trust documents of the Plan.

As a registered investment adviser under the Advisers Act, the Investment Manager qualifies as an investment manager of each Plan investor subject to ERISA; *provided*, that the Investment Manager acknowledges in writing that it is a fiduciary to such Plan investor and a named fiduciary of the Plan properly appoints the Investment Manager as an investment manager with respect to the Plan as provided in the Subscription Agreement. If the Investment Manager is so appointed by a named fiduciary, or a fiduciary acting pursuant to the proper delegation of authority from a named fiduciary, and acknowledges in writing that it is a fiduciary with respect to the Plan, the Plan Fiduciaries with discretion to invest in the Fund will only be liable with respect to the decision to appoint and retain the Investment Manager as a fiduciary with authority to manage the assets of the Fund (indirectly through the Master Fund) and other Plan Fiduciaries generally will not be liable for the acts and omissions of the Investment Manager. However, Plan Fiduciaries will be liable for a breach of fiduciary duties of the Investment Manager if they knowingly participate in or conceal a fiduciary breach by the Investment Manager, enable the Investment Manager to commit a breach by breaching their own fiduciary duty, or fail to make reasonable efforts to remedy such a breach. The Investment Manager will acknowledge in writing in the Subscription Agreement that during any time that the underlying assets of both the Fund and the Master Fund are considered to be Plan Assets, the Investment Manager, in its capacity as the Investment Manager of the Master Fund, is a fiduciary with respect to each Plan invested in the Master Fund through the Fund.

Prohibited Transactions

If the underlying assets of the Master Fund are Plan Assets, the Investment Manager, as the party with fiduciary authority, will be prohibited from entering into any transaction prohibited by Section 406(a) of ERISA or Section 4975(c)(1)(A)-(D) of the Code and will also be prohibited by Section 406(b) of ERISA and Section 4975(c)(1)(E) and (F) of the Code from receiving consideration for its personal account in connection with a transaction involving the assets of the Master Fund, from acting in any transaction on behalf of a party whose interests are adverse to the interests of the Master Fund and from dealing with the assets of the Master Fund in its own interest or for its own account. Unless covered by an exemption, the

Investment Manager will be prohibited from entering into any transaction or engaging in any activity if such transaction or activity is prohibited by Section 406 of ERISA or Section 4975 of the Code.

In addition to the prohibited transactions discussed above, Section 406(a)(1)(E) of ERISA prohibits a fiduciary from causing a plan to acquire any employer securities that are not “qualifying employer securities” or to hold “qualifying employer securities” in excess of the limits described in Section 407 of ERISA. The Investment Manager will not take steps to determine whether any security acquired by the Master Fund constitutes an employer security of any Plan investor. Moreover, because the limits on investment in qualifying employer securities described in Section 407 of ERISA apply to the Plan’s entire portfolio, the Investment Manager will not monitor, or be responsible for, a Plan investor’s compliance with such investment limits. Therefore, each Plan Fiduciary that causes the Plan to invest in the Fund will be responsible for ensuring compliance with these rules.

The Investment Manager is aware of several prohibited transaction exemptions that may apply to the transactions of the Fund and, during any time that the assets of the Fund constitute Plan Assets, intends to ensure that the Fund’s transactions are covered by one or more applicable exemptions. For example, Prohibited Transaction Class Exemption 84-14 (the “**QPAM Exemption**”) issued by the U.S. Department of Labor (“**DOL**”) exempts most types of transactions that would otherwise be prohibited under Section 406(a) of ERISA if such transactions are entered into by a “qualified professional asset manager” (“**QPAM**”) and the other requirements thereof are satisfied. A QPAM is defined to include an investment adviser registered as an investment adviser under the Advisers Act which has met certain thresholds regarding client assets under management and control as well as shareholders’ or partners’ equity. The “QPAM Exemption,” however, does not exempt certain transactions, such as those between a QPAM and itself or an affiliate of the QPAM, and those between a QPAM and the party who has the authority to hire, fire or negotiate the terms of the agreement with the QPAM. Nor does the QPAM Exemption permit the purchase or holding of employer securities that are not “qualifying employer securities” as provided in Section 407 of ERISA or the purchase or holding of “qualifying employer securities” in excess of the limits described in Section 407 of ERISA. In addition, the QPAM Exemption will not apply with respect to transactions involving a Plan if the assets of such Plan, when combined with the assets of other Plans maintained by the same employer or an affiliate of such employer or by the same employee organization, represent more than 20% of the total client assets managed by the QPAM.

In order for the Investment Manager to avoid engaging in any actions that are not exempted by the QPAM Exemption, each Plan investor will identify in the Subscription Agreement the Plan Fiduciaries with authority to invest Plan assets in the Fund as well as such fiduciaries’ affiliates. Each Plan investor will be obligated to notify the Fund of any changes in such information. Although Plan Fiduciaries of Plans which own less than 10% of the Fund will not be treated as having the authority to hire, fire or negotiate the terms of the agreement with the Investment Manager, such Plan Fiduciaries and their affiliates must be identified in the Subscription Agreement because the ownership by such Plans may reach or exceed the 10% threshold due to redemptions by other investors.

Another prohibited transaction exemption that may apply to certain transactions of the Master Fund is the service provider exemption provided by Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code. This statutory exemption applies to certain transactions, such as sales or exchanges of property, with a “party in interest” provided the following conditions are satisfied: (i) the transaction is with a party in interest, other than a fiduciary (or an affiliate) who has, or exercises, any discretionary authority or control with respect to the investment of Plan Assets involved in the transaction or renders investment advice with respect to such Plan Assets, solely by reason of providing services to the plan or solely by reason of a relationship to such a service provider; and (ii) the Plan receives no less and/or pays no more than “adequate consideration,” as the case may be. “Adequate consideration” generally is defined as the price prevailing on a national securities exchange or, if the security is not traded on an exchange, a price not less favorable

than the offering price for the security as established by the current bid and ask prices quoted by persons independent of the issuer of the security and of the party in interest. For assets without a generally recognized market, adequate consideration is the price determined in good faith by the Plan Fiduciaries in accordance with regulations issued by the DOL.

Although the exemptions described above do not apply to the payment by the Master Fund of Management Fees or Performance Allocations, the payment by the Master Fund to the Investment Manager of any Management Fees or to the Master Fund GP of any Performance Allocation will not be a prohibited transaction under Section 406(a) of ERISA or Section 4975(c)(1)(A)-(D) of the Code as long as the requirements for the exemption set forth in Section 408(b)(2) of ERISA and Section 4975(d)(2) of the Code permitting payment for necessary services are met. These requirements generally are that the services performed by the Investment Manager and the Master Fund GP are appropriate and helpful to the Plan in carrying out the purposes for which the Plan is maintained, that the arrangement with the Fund and the Master Fund for provision of such services and the Management Fee and Performance Allocation paid by the Master Fund are reasonable and that such fees are disclosed in accordance with applicable regulations promulgated under Section 408(b)(2) of ERISA. The Plan Fiduciary must determine whether these requirements are satisfied with respect to the Master Fund's payment to the Investment Manager of Management Fees and to the Master Fund GP of any Performance Allocation, respectively, which fees and allocations are disclosed in the sections "*Fees and Expenses; Performance Allocations—Management Fee*" and "*—Performance Allocations*" of this Memorandum. In making such determination, the Plan Fiduciary should be aware that in calculating any Management Fee and Performance Allocation to be paid to the Investment Manager and the Master Fund GP, respectively, assets of the Fund and the Master Fund will be valued as described under "*Net Asset Value*."

The DOL has indicated that in certain circumstances the payment of a performance fee, such as the Performance Allocation, based on the increase in value of an account held by an employee benefit plan can constitute a prohibited transaction under Section 406(b) of ERISA. The DOL has issued four opinion letters with respect to performance fees paid in connection with securities or commodity and futures contract transactions to investment advisers registered under the Advisers Act where it stated that under the circumstances set forth therein, the payment of a performance fee would not violate Section 406(b) of ERISA. In these letters, the DOL appeared to base its conclusion on the following: (i) that the performance fee was based on a calculation of net profits that reflected realized and unrealized gains and losses, (ii) that the gains and losses were determined on the basis of market quotations, or where no such quotations were available, on valuations made by independent parties or services selected or approved by the employee benefit plan at the time the plan engages the services of the investment adviser, (iii) that the fee was approved by an independent plan fiduciary after full disclosure of the facts, and (iv) that the fee complied with rules promulgated under the Advisers Act, as in effect prior to August 20, 1998, including the requirement that the performance fee be calculated with respect to a period that is at least twelve months. Because the above DOL letters were issued with respect to securities and commodity and futures contract transactions, rather than all of the types of investments that the Master Fund will make, and because a Plan that becomes a Shareholder in the middle of a calendar year or redeems its Shares prior to the date that it has been a Shareholder for twelve months may be charged a Performance Allocation on the basis of less than a twelve-month period, the DOL opinion letters would not be specifically applicable to any Performance Allocation allocated to the Master Fund GP. In addition, because the Fund may have many investors, it would be impracticable to have parties selected or approved in advance by benefit plan investors value assets with respect to which no market quotation is available, as required by the DOL letters. Such assets will be valued as described under "*Net Asset Value*." Nevertheless, because the remaining requirements described above are expected to be satisfied with respect to any Performance Allocation made by the Master Fund and there is no contrary authority addressing this issue directly, the Investment Manager believes that it is reasonable to take the position that any Performance Allocation allocated to the Master Fund GP will not, if the assets of the Fund and/or the Master Fund are Plan Assets, constitute a prohibited

transaction. This position has not been confirmed by, and is not binding on, the DOL, which has the authority to promulgate regulations under ERISA as well as issue opinion and information letters thereunder. Moreover, it is possible that the DOL, if it were to opine on a performance fee that is similar to the Performance Allocation, may disagree with this position. Therefore, the Plan Fiduciary should consult with his or her attorney on this matter.

The consequences of any prohibited transaction, if no exemption applies, can include the imposition of excise taxes on the “party in interest” or “disqualified person,” as such terms are defined in Section 3(14) of ERISA and Section 4975 of the Code, respectively, the persons involved in the transaction having to rescind the transaction and pay an amount to the Plan for any losses realized by the Plan or profits realized by such persons, disqualification of any individual retirement account involved in the transaction with adverse tax consequences to the owner of such account, and other liabilities that can have a significant, adverse effect on such persons. As a result, concerns over prohibited transactions may restrict the types of investments the Master Fund will make or have other adverse consequences on the operation of the Master Fund.

A PLAN FIDUCIARY MUST CONSULT ITS OWN ERISA ADVISORS BEFORE INVESTING IN THE FUND AND FULLY INFORM ITSELF AS TO ALL PAYMENTS MADE IN CONNECTION WITH THE OPERATION OF THE FUND. THE PLAN FIDUCIARY BY INVESTING IN THE FUND SIGNIFIES ITS INFORMED CONSENT TO ALL SUCH PAYMENTS TO THE RECIPIENTS THEREOF AND TO THE RISKS INVOLVED IN INVESTING IN THE FUND.

Indicia of Ownership

Section 404(b) of ERISA requires that the “indicia of ownership” of all Plan Assets be maintained within the jurisdiction of the United States district courts. During any time that the assets of the Master Fund are Plan Assets, it is likely that the DOL would take the position that such assets are subject to Section 404(b) of ERISA. Accordingly, the Investment Manager will cause the indicia of ownership of all assets of the Master Fund that are considered to be Plan Assets to be held within the jurisdiction of the United States district courts unless an exception applies. A regulation issued by the DOL under Section 404(b) of ERISA provides certain exceptions from the indicia of ownership rule of Section 404(b) of ERISA if the requirements of such regulation are satisfied. If an exception contained in such regulation applies to an asset held by the Master Fund, the indicia of ownership requirement of Section 404(b) of ERISA will be satisfied by complying with the requirements of the regulation. However, if the requirements of the regulation cannot be satisfied with respect to an asset and the indicia of ownership of such asset cannot be held within the jurisdiction of the United States district courts, the Master Fund will be prevented from holding such asset.

Reporting and Disclosure

During any time that the assets of the Fund are deemed for purposes of ERISA to be assets of a Plan which is a Shareholder and which is subject to ERISA, the Plan’s share of the fair market value of the assets held by the Fund will need to be reflected on the Plan’s annual returns/reports. Similarly, during any time that the assets of both the Fund and the Master Fund are deemed for purposes of ERISA to be assets of a Plan, the Plan’s share of the fair market value of the assets held by the Master Fund will need to be reflected on the Plan’s annual returns/reports. Upon a Plan investor’s reasonable request, the Fund will provide such information regarding the assets held by the Fund and/or the Master Fund as may be reasonably necessary to enable the Plan to complete its annual return/report.

Other Requirements

ERISA also imposes a bonding requirement on the Investment Manager. This requirement will be fulfilled by the Investment Manager to the extent applicable.

Finally, ERISA imposes a requirement that all assets of the Plan be held in trust. This requirement should be fulfilled by each Plan's trustee holding its confirmation of ownership of the Shares in trust. ERISA does not require that the assets of the Fund or the Master Fund be held in trust.

Except as otherwise set forth herein, the foregoing statements regarding the consequences under ERISA and the Code of an investment in the Fund, and indirectly in the Master Fund, are based on the provisions of the Code and ERISA as currently in effect, and the existing administrative and judicial interpretations thereunder. No assurance can be given that administrative, judicial or legislative changes will not occur that may make the foregoing statements incorrect or incomplete.

ACCEPTANCE OF SUBSCRIPTIONS ON BEHALF OF PLANS IS IN NO RESPECT A REPRESENTATION BY THE INVESTMENT MANAGER OR ANY OTHER PARTY RELATED TO THE FUND THAT THIS INVESTMENT MEETS THE RELEVANT LEGAL REQUIREMENTS WITH RESPECT TO INVESTMENTS BY ANY PARTICULAR PLAN OR THAT THIS INVESTMENT IS APPROPRIATE FOR ANY PARTICULAR PLAN. THE PERSON WITH INVESTMENT DISCRETION SHOULD CONSULT WITH HIS OR HER ATTORNEY AND FINANCIAL ADVISORS AS TO THE PROPRIETY OF AN INVESTMENT IN THE FUND IN LIGHT OF THE CIRCUMSTANCES OF THE PARTICULAR PLAN, THE SPECULATIVE NATURE OF THE FUND'S INVESTMENT PROGRAM, AND THE REDEMPTION RESTRICTIONS APPLICABLE TO THE SHARES.

SUBSCRIPTION PROCEDURE

General

The Fund generally intends to offer Shares as of the beginning of each calendar month and on such other dates as the Investment Manager may determine (each, a "**Subscription Date**").

The Fund initially offered Series A1 Founders Shares and Series A2 Founders Shares during a limited offering period that expired on June 30, 2024, subject to the Founders Capacity Rights. The Series A1 Founders Shares and Series A2 Founders Shares are identical except that they are subject to Performance Allocations determined pursuant to different calculation methodologies. Qualifying investors may subscribe for only Series A1 Founders Shares or Series A2 Founders Shares, as well as subscribe for and hold both Series A1 Founders Shares and Series A2 Founders Shares.

The Fund is currently offering Series B1 Shares, Series B2 Shares and Series B3 Shares during the B Shares Investment Period and Series C1 Shares during the C Shares Investment Period. The series of Shares differ from each other with respect to their Redemption terms, Management Fee terms and certain aspects of their Performance Allocation terms.

Except for the Founders Capacity Rights, the B Shares Capacity Rights and the C Shares Capacity Rights, the Fund may cease offering any class or series of Shares at any time without providing notice to, or receiving consent from, the Shareholders.

The minimum initial Subscription by an investor is \$25 million with respect to Founders Shares, \$50 million with respect to Series B1 Shares and \$100 million with respect to Series B2 Shares, Series B3 Shares and Series C1 Shares. Additional Subscriptions may be made in whole multiples of \$1,000,000, whether at the time of an initial Subscription or thereafter. Subscriptions generally must be made in cash unless otherwise determined by the Investment Manager in its sole discretion.

The Fund may accept or reject Subscriptions by a prospective or existing Shareholder in whole or in part, and waive or change the foregoing minimums (subject to a regulatory minimum initial investment amount of \$100,000 or such other amount as prescribed under Cayman Islands law).

In order to subscribe for Shares, a completed and executed Subscription Agreement (if an investor is making an initial Subscription for Shares) or a short-form Subscription Agreement (if an investor is making a subsequent investment in the Fund), as well as all required anti-money laundering documentation, should be received by the Administrator by facsimile or email at least five (5) Business Days prior to the relevant Subscription Date (or such other period required by the Administrator).

Subscription proceeds generally must be received by the Fund no less than two (2) Business Days prior to the intended Subscription Date. Any Subscriptions received late may be rejected or held over until the next available Subscription Date. Notwithstanding the foregoing, the Fund may, but shall have no obligation to, accept Subscriptions through the close of business on the fifth (5th) Business Day (and, in unusual circumstances, later than such fifth (5th) Business Day) following the Subscription Date (with such Subscription being effective as of such Subscription Date); *provided*, that the related Subscription Agreement had been received and accepted prior to such Subscription Date.

Procedures and requirements for the delivery of Subscription Agreements and Subscriptions to the Fund are set forth in the Subscription Agreement or will otherwise be provided to investors by the Fund. All Subscriptions are irrevocable unless the Investment Manager determines otherwise.

Investors whose Subscription Agreements are accepted will not be credited with any interest earned on Subscriptions received prior to the issuance of their Shares; rather, any such interest will become a general asset of the Fund. If a Subscription Agreement is rejected, any Subscription tendered will be promptly returned to the subscriber, without interest. *Subscribers should not transmit their Subscriptions until the Administrator has confirmed the Fund has accepted the subscriber's Subscription Agreement.*

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 subscriber for those Shares may not be entered in the Fund's register of Shareholders until after the relevant Subscription Date. The Subscription monies paid by a subscriber for Shares will accordingly be subject to investment risk in the Fund from the relevant Subscription Date.

For the avoidance of doubt, Subscriptions are effective for financial allocation purposes (and Master Fund Account balances are determined) based on Net Asset Values determined as of the close of business on the Valuation Date immediately preceding the applicable Subscription Date. Accordingly, Shares issued on a particular Subscription Date are subject to any movement in prices and any other changes affecting the valuation of the Fund that occur after the close of business on such Business Day.

PROSPECTIVE INVESTORS MUST CONSULT WITH THEIR OWN TAX, LEGAL AND FINANCIAL ADVISORS WITH RESPECT TO THEIR INDIVIDUAL CIRCUMSTANCES AND THE SUITABILITY OF AN INVESTMENT IN THE FUND.

GENERAL

Registered Office

The Fund was incorporated as a Cayman Islands exempted company under the provisions of the Cayman Islands Companies Act (As Revised) (the “**Companies Act**”) on April 27, 2023 for an unlimited duration. The Fund’s registered office is Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman KY1-1104, Cayman Islands.

Capitalization

The Fund has an authorized share capital of \$50,000 divided into 1,000 Management Shares of \$1.00 par value and 49,000,000 Shares of \$0.001 par value each. The Management Shares, which are held by the Investment Manager, do not participate in the profits and losses of the Fund and are not redeemable.

The Fund will issue a separate Sub-Series of the applicable series of Shares to each Shareholder with a Net Asset Value determined separately based on such Shareholder’s individual investment experience in the Fund. The Shares of each Sub-Series are initially issued at \$1,000 per Share on the Subscription Date and subsequently at the Net Asset Value per Share of that Sub-Series. Each Sub-Series is adjusted to reflect such Sub-Series’ share of the Fund’s net profits or losses, Management Fees, Performance Allocations to the Master Fund GP (if applicable), Subscriptions and Redemptions.

Notwithstanding the foregoing, if a Shareholder subscribes for Shares subject to different terms, such Shareholder will be issued separate Sub-Series of Shares that will be accounted for separately as though they were held by different Shareholders (including for purposes of effectuating Redemptions and calculating Management Fees and Performance Allocations). Similarly, if a Shareholder makes more than one subscription for the same series of Shares on different Subscription Dates, the Fund may issue a separate Sub-Series for purposes of accounting for each subscription separately, if and as set forth in a series-specific Supplement to this Memorandum.

Shares are held in registered form only. If a Shareholder demonstrates that it is legally obligated to hold a share certificate, a share certificate will be provided as soon as reasonably practicable after the request is made. The Shares are not expected to be listed on any stock exchange.

Subject to applicable laws, the Fund may establish, without prior notice to Shareholders, new classes, tranches or series which may vary with respect to, among other things, currency denominations, investment minimums, fee structures, transparency, liquidity, voting and distribution rights; *provided*, that the Directors believe doing so will not have a material adverse effect on existing Shareholders. New classes, tranches or series may be established by the Directors without Shareholder approval, unless the new class, tranche or series would have a preferential claim upon the assets of the Fund on a winding up in relation to another class, tranche or series, in which case the approval of the holders of a majority by Net Asset Value of the Shares in the affected class, tranche and/or series would be required to issue the new class, tranche and/or series.

In the event of a liquidation of the Fund, whether voluntary or involuntary, or otherwise upon a distribution of capital, the net assets of the Fund remaining after the satisfaction of the rights of creditors, the return of the par value on the Management Shares and any reserves that may be established, will be distributed *pro rata* in accordance with the respective Net Asset Values of the outstanding Shares.

The Fund will be terminated, wound up and dissolved in accordance with Articles or otherwise pursuant to a formal liquidation under the Companies Act or any other applicable bankruptcy or insolvency regime.

Base Currency

The base currency of the Fund is U.S. Dollars.

Material Contracts

The following material contracts (“**Material Contracts**”) relate to the operation of the Fund. Copies of the Material Contracts are available upon request from the Investment Manager. Prospective investors are urged to carefully review the Material Contracts in their entirety.

- *The Articles.*
- *Form of Subscription Agreement between the Fund and each Shareholder.*
- *Limited Partnership Agreement of the Master Fund.*
- *Investment Management Agreement among the Investment Manager and the Linonia Partners Funds.*

Any interim financial statements and the audited financial statements of the Fund (when prepared) are also available for inspection by prospective investors as well as existing Shareholders at the Investment Manager’s office. All Shareholders are conclusively presumed to have consented to the Material Contracts and this Memorandum by subscribing for Shares.

Confidentiality

Each Shareholder agrees that such Shareholder will not distribute any information regarding the Investment Manager’s or the Fund’s investment activities without the express written approval of the Investment Manager and that such Shareholder’s investment in the Fund, as well as that all information concerning the Investment Manager and the Fund, including the performance of such Shareholder’s investment and the Fund, must be maintained on a strictly confidential basis. Nothing in this Memorandum or the Material Contracts prohibits or restricts any party or its affiliates, employees or agents from communicating about possible violations of law or regulation directly to any governmental agency or entity, any self-regulatory organization, or any law enforcement authority.

Notwithstanding the foregoing, each Shareholder that is a private fund of funds may make the following limited disclosures to its beneficial owners without obtaining the prior written consent of the Investment Manager: (i) the name and jurisdiction of formation of the Fund and the Investment Manager; (ii) the investment focus and year of organization of the Fund; (iii) the date and amount of such Shareholder’s Subscriptions to the Fund; (iv) the Net Asset Value of such Shareholder’s Sub-Series; (v) the Management Fee paid by such Shareholder; and (vi) the performance of such Shareholder’s Sub-Series; *provided*, that the recipients of such information are subject to the same or substantially similar confidentiality obligations with respect to such information as the Shareholder pursuant to such Shareholder’s Subscription Agreement.

The Fund, or any Directors or agents domiciled in the Cayman Islands, may be compelled to provide information, including, but not limited to, information relating to the Shareholder, and where

applicable to the Shareholder's beneficial owners and controllers, subject to a request for information made by a regulatory or governmental authority or agency under applicable law, including by the Authority, either for itself or for a recognized overseas regulatory authority, under the Monetary Authority Act (As Revised), or by the TIA, under the Tax Information Authority Act (As Revised) and associated regulations, agreements, arrangements and memoranda of understanding. Disclosure of confidential information under such laws or any similar laws will not be regarded as a breach of any duty of confidentiality and, in certain circumstances, the Fund, or any Directors or agents, may be prohibited from disclosing that the request has been made.

Prospective Shareholders are required to acknowledge and consent in the Subscription Agreement that the Fund, the Investment Manager Parties, the Administrator, and their respective affiliates may disclose to each other, to any regulatory body, to a delegate, agent or any other service provider in any jurisdiction, including those outside of the United States, Cayman Islands, or the European Economic Area, copies of the prospective Shareholder's Subscription Agreement and any information concerning the subscriber provided by the Shareholder to the Fund, the Investment Manager Parties and/or the Administrator. Any such disclosure will not be treated as a breach of any restriction upon the disclosure of information imposed on such person by applicable law or otherwise.

Privacy Policy and Collection and Use of Personal Information

The Investment Manager has adopted a privacy policy designed to protect persons who invest in the Fund, as required by the Advisers Act. The Fund and the Investment Manager may obtain non-public personal information about persons who become or subscribe to become Shareholders of the Fund. Such information includes, for example, address, telephone number, e-mail address, social security number, passport number and other information pertaining to each such person's investment in the Fund.

The Investment Manager's and Fund's policies govern the collection, use, retention, and disclosure of information about an identifiable individual, but not the name, title, business address or telephone number of an employee of an organization ("**personal information**"), including investors and employees of the Investment Manager. The Investment Manager and the Fund will not knowingly collect an individual's personal information without consent of that individual. The Investment Manager and the Fund will use the personal information of an individual only for the purpose it was collected unless it has consent of that individual. The Investment Manager and the Fund will not knowingly disclose personal information to a third party without consent of that individual.

Further, the Investment Manager generally does not disclose "non-public personal information" about Shareholders to third parties, other than service providers who need access to that information in order to permit the Investment Manager and the Fund to conduct their affairs (*e.g.*, auditors, accountants, brokers and attorneys). Such "non-public personal information" is obtained from Subscription Agreements, Fund transactions (such as additional Subscriptions and Redemptions) and other sources. The Investment Manager restricts access to such information internally to those personnel who need the information in order to conduct the Investment Manager's business. Such information also may be disclosed when a Shareholder specifically authorizes the disclosure and for other purposes required or permitted by Law, such as where reasonably necessary to prevent fraud or unauthorized transactions, respond to judicial process or subpoena or comply with Law.

Access to information of an individual, including personal information, is restricted to personnel who require such information in order to perform their work duties. All individuals providing services on behalf of the Fund are required to exercise the utmost care in collecting and protecting all data. If a Shareholder requests to view the personal information that the Fund holds about that Shareholder, the Fund will cause it to be delivered to that Shareholder within a reasonable period of time.

A copy of the Investment Manager's privacy policy will be circulated annually to all Shareholders.

Voting Rights

The Investment Manager, as the holder of the Management Shares, has the right to receive notice of, attend and vote at general meetings of the Fund. Shareholders, as the holders of Shares, have no right to receive notice of, attend or vote at general meetings of the Fund, but may vote on variations of Share Rights as described below.

The Management Shares carry voting rights, each Management Share conferring upon the holder thereof the right to receive notice of, and to attend and vote at, general meetings of the Fund. The Management Shares do not participate in the profits of the Fund.

Any amendment to the Master Fund's Limited Partnership Agreement requiring the consent of its limited partners (including the Fund) will be taken on a "look through" basis, as though investors in the Fund were direct limited partners of the Master Fund for purposes of determining whether such amendment received the requisite majority vote by net asset value (*i.e.*, each Feeder Fund (including the Fund) will cast a "split" vote and not a single vote in accordance with the majority vote of their respective investors).

Amendment of the Articles

Subject to any variation of Share Rights, the Articles may be amended by the holder of the Management Shares, which is the Investment Manager.

Variation of Share Rights

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

Negative Consent

The Articles provide that, in relation to any class or series consent required pursuant to the "Variation of Share Rights" Article, the Directors in their discretion may invoke the following procedure (the "**Negative Consent Procedure**"). The Directors shall provide written notice in respect of the proposed variation (the "**Proposal**") to the holders of Shares of the affected class or series and shall specify a deadline (the "**Redemption Request Date**"), which shall be no earlier than twenty (20) days after the date of giving such notice, by which date such holders of Shares may submit a written request for Redemption of some or all of their Shares of the affected class and/or series on the Redemption Date (the "**Specified Redemption**").

Date”) specified by the Directors in such notice. The terms of the Proposal shall be such that its specified effective date (the “**Proposal Effective Date**”) shall not be on or prior to the Specified Redemption Date. Such notice shall further provide that the holders of any Shares in respect of which a request for Redemption has not been received by the Redemption Request Date (the “**Affected Shares**”) shall, in the absence of express written refusal to consent, be deemed to have consented in writing to the Proposal (such Affected Shares being the “**Negative Consent Shares**”). In the event that the Negative Consent Procedure is followed, only the Affected Shares shall be considered for the purposes of determining whether the written consent majority has been obtained under the “Variation of Share Rights” Article with the holders of the Negative Consent Shares being deemed to have submitted a written consent in favor of the Proposal on the Proposal Effective Date.

Voluntary Limitation on Proportionate Shares

The Subscription Agreement permits Shareholders who wish to do so, or are prohibited by law (for example, the U.S. Bank Holding Company Act) from holding Proportionate Shares in excess of specified levels, to limit their Proportionate Shares. Maintaining a limit on a Shareholder’s Proportionate Share may require mandatory Redemptions or non-*pro rata* Dividends.

Additional Classes or Series of Shares

The Fund may in the future offer one or more additional or customized classes or series of Shares on terms different from those of other classes or series (which may include, but are not limited to, currency denominations, investment minimums, fee structures, liquidity, voting and distribution rights); *provided*, that the Investment Manager does not believe doing so will have a material adverse effect on existing Shareholders and such additional classes or series of Shares do not violate applicable law or regulations.

New Issues

From time to time the Fund may, to the extent permitted by the FINRA Rules, purchase securities which constitute New Issues. Under the FINRA Rules, brokers generally may not sell such securities to a private investment fund if the fund has investors who are “Restricted Persons,” which includes persons employed by or affiliated with a broker and portfolio managers of hedge funds and other registered and unregistered investment advisory firms, or “Covered Investors,” which includes certain persons who are affiliated with certain companies that are current, former or prospective investment banking clients of the broker. The profits and losses from New Issues will generally be allocated to investors in the Fund that are not Restricted Persons or Covered Investors. The Fund may, however, avail itself of a “de minimis” exemption pursuant to which a portion of any New Issue profits and losses may be allocated to Restricted Persons and/or Covered Investors.

The Master Fund GP and the Investment Manager are authorized to determine, among other things: (i) the manner in which New Issues are purchased, held, transferred and sold by the Fund and any adjustments with respect thereto; (ii) the Shareholders who are eligible and ineligible to participate in the profits and losses from New Issues; (iii) the method by which profits and losses from New Issues are to be allocated among Shareholders in a manner that is permitted under the Rules (including whether the Fund will avail itself of the “de minimis” exemption or any other exemption); and (iv) the time at which New Issues are no longer considered as such under the Rules.

The rate-of-return experienced by Shareholders who participate fully in the profits and losses attributable to New Issues may differ materially from that of Shareholders who are Restricted Persons or Covered Investors.

Compliance with Law

The application of a number of the laws and regulations to which the Investment Manager, the Master Fund GP and/or the Fund are subject are both uncertain and evolving. The Investment Manager Parties and the Fund may unilaterally amend the Material Contracts in such a manner as such entities believe to be necessary or advisable in order to ensure compliance with all applicable laws, regulations and self-regulatory determinations.

Management of Fund Affairs

The Shareholders take no part in the management, and have no voice in the operation, of the Fund, nor will Shareholders have any right to remove the Investment Manager. Responsibility for managing the Fund and complete trading authority over its assets are vested in the Directors, which have delegated these responsibilities to the Investment Manager.

Liquidation of the Fund

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

The Fund will commence a commercial wind down: (i) upon the bankruptcy, winding up or dissolution of the Investment Manager; or (ii) if the Directors, in consultation with the Investment Manager, so elect (which the Directors and the Investment Manager may do without prior notice and without any violation of the Articles, the Investment Management Agreement or of any fiduciary obligations).

The Investment Manager (in consultation with the Directors) reserves the right to wind down the business and affairs of the Fund in such manner and upon such timeframe as it considers appropriate in its discretion.

Side Letters

The Investment Manager and the Fund have entered into “side letters” with certain Shareholders, and may do so in the future, which modify certain terms applicable to a Shareholder’s investment in the Fund which may include, but are not limited to, portfolio transparency rights, reduced fees and “most favored nations” protection. However, the Investment Manager and the Fund will not grant any Shareholder, or any individual investor in any other Feeder Fund managed by the Investment Manager pursuing in the aggregate substantially similar strategies as the Fund, different Redemption rights if the Investment Manager believes such terms constitute “preferential liquidity” within the meaning of applicable SEC interpretation or otherwise violate applicable law or regulations. The Investment Manager and the Fund may determine to enter into a side letter with a Shareholder based on any of a variety of factors, including the size of a Shareholder’s investment in, or potential to provide special services or benefits to, the Fund. Although the Investment Manager and the Fund will not enter into any side letter which they believe would be materially adverse to the Shareholders considered as a whole (except in perhaps extraordinary circumstances in which the Investment Manager and the Fund will generally reserve the right

not to give effect to such side letter), there can be no assurance that the side letter rights granted to one or more Shareholders will not in certain cases disadvantage others.

The Investment Manager responds to requests from Shareholders or agrees to provide certain additional information to Shareholders. However, the Investment Manager will not disclose information it believes to be material information to certain, but not to other, Shareholders or if such disclosure would violate applicable law or regulations.

In the case of Shareholders that are subject to various statutory and/or regulatory requirements with respect to their investment in the Fund, the Investment Manager is expressly authorized to agree to such requirements with respect to such investment; *provided*, that the Investment Manager determines that accommodating such requirements will not give such Shareholders an unfair advantage as Shareholders over other Shareholders.

Placement Agents

Shares are currently being offered directly by the Fund. The Investment Manager and/or the Fund may also engage duly licensed selling agents to assist in marketing the Shares, which may include one or more affiliates of the Investment Manager. Shareholders introduced to the Fund through a placement agent may be subject to initial and/or ongoing placement or referral fees to the persons who introduced such Shareholders. All affected investors will be informed of any such fees applicable to their Subscription prior to the acceptance of such Subscription (and may, if they wish, thereupon revoke their Subscription). The Investment Manager and the Master Fund GP may also compensate persons who introduce investors out of their own resources (including by sharing a portion of the Management Fees and/or Performance Allocations with such placement agents).

Prior Period Adjustments

Each Shareholder may be required to pay, irrespective of whether such Shareholder remains a Shareholder, or permit the Investment Manager to reduce the Net Asset Value of such Shareholder's Sub-Series of Shares by, as the case may be, the amount of any liability or loss (or series of related liabilities or losses) which relates to a prior Accounting Period (a "**Prior Period Adjustment**"), and which exceeds 2.5% of the Net Asset Value of the Fund as of the date that such Prior Period Adjustment would otherwise be allocated, that the Investment Manager determines to be due from such Shareholder or former Shareholder. If a Prior Period Adjustment (or portion thereof) can be specifically identified as attributable to a Shareholder or a former Shareholder, then the Investment Manager may, in its sole discretion, use reasonable efforts to allocate such Prior Period Adjustment to, and collect such Prior Period Adjustment from, such Shareholder (by reduction of the Net Asset Value of such Shareholder's Sub-Series of Shares or otherwise) or former Shareholder. Otherwise, the Investment Manager may, in its sole discretion, use reasonable efforts to allocate each Prior Period Adjustment to the current or former Shareholders (each, a "**Prior Period Shareholder**") which were Shareholders during the Accounting Period(s) to which such Prior Period Adjustment relates. Each Prior Period Shareholder shall be liable for such portion of each such Prior Period Adjustment as is proportionate to such Prior Period Shareholder's Proportionate Share, or average Proportionate Share, for the relevant prior Accounting Period(s). However, in no event will any Shareholder or former Shareholder be required to make a Subscription to repay to the Fund any amounts in excess of the Redemptions or Dividends made to such Shareholder or former Shareholder.

Any portion of a Prior Period Adjustment that cannot, as determined by the Investment Manager, practicably be collected from Prior Period Shareholders will be allocated to the current Shareholders *pro rata* in accordance with their respective Proportionate Shares as in effect for the then-current Accounting Period.

Notwithstanding the foregoing, in the event that a Prior Period Adjustment results in income or gain rather than a cost or a liability for the Fund, such income or gain, irrespective of amount, will be allocated solely among those Persons that are Shareholders as of the time or times such income or gain is so received, in accordance with such Shareholders' respective Proportionate Shares during the Accounting Period(s) when so received.

Reports

The Investment Manager generally intends to provide to each Shareholder: (i) a month-end, unaudited, net performance estimate for the Fund; (ii) a monthly investor statement including the unaudited closing Net Asset Value of such Shareholder's Sub-Series; and (iii) such other information at such times as the Investment Manager may deem appropriate.

Shareholders receive audited annual financial statements of the Fund. The Investment Manager generally expects that the Fund's audited financial statements with respect to a given fiscal year will be available within one hundred twenty (120) days following the end of such fiscal year. There can, however, be no assurance as to when such financial statements will be available (as unforeseeable circumstances could arise that delay completion of an audit).

The Fund's audited financial statements are prepared in accordance with GAAP. The Fund's Gross and Net Asset Values are also generally calculated in accordance with GAAP. However, such Net Asset Values for purposes of Redemptions, Management Fees and Performance Allocations and other Fund purposes may contain certain non-GAAP components, such as the amortization of organizational and initial offering costs against Net Asset Value.

The Investment Manager may furnish, at the Fund's expense, additional reports and information concerning the Investment Manager and the Fund to certain Shareholders and not to other Shareholders, generally in order to meet such Shareholders' institutional or regulatory needs to receive such reports and information, but only if the Investment Manager believes that such additional reports and information do not contain material information not distributed to other Shareholders.

Issuance and Redemption Prices

Details of the price at which a Subscription was accepted may be obtained by the relevant Shareholder from the Investment Manager.

Details of the Redemption price applicable to any Shares may be obtained by the relevant redeemed Shareholder from the Investment Manager.

Availability of Documents

The description and summaries of documents in this Memorandum do not purport to be complete; investors should refer to the actual documents for a complete statement and to understand their terms and conditions.

Electronic Delivery of Documents

The Fund (and/or the Administrator on its behalf) delivers to the Shareholders audited financial statements annually and unaudited interim account statements monthly, as well as other investor notices. In order to improve the timeliness of delivery and promote cost savings, the Fund may deliver the Fund's financial statements and investor newsletters, supplements to this Memorandum, revised Fund governing

documents, offers to deliver annual privacy notices and other investor notices and materials by e-mail to the address in the Fund's records or password-protected Internet website. When delivering documents by e-mail or posting them on a password-protected Internet website, the Fund generally distributes them as attachments to e-mails in Adobe's Portable Document Format ("**PDF**"). (The Adobe Acrobat Reader software is available free of charge from Adobe's web site at www.adobe.com. The Reader software must correctly be installed on the investor's system before one will be able to view documents in PDF.) By acquiring Shares, each Shareholder is consenting to electronic delivery of such documents. Investors who do not wish to receive such documents electronically, or who wish to change the method of notice, must so elect by notifying the Investment Manager in writing.

Disclosures Regarding Shareholders

In order to comply with U.S. and international laws aimed at the prevention of money laundering and terrorist financing, each prospective investor who is an individual is required to represent in the Subscription Agreement that, among other things, such prospective investor is not, nor is any person or entity owning more than 10% of such prospective investor, nor any senior management official of the prospective investor, nor any person controlling, controlled by or under common control with the prospective investor: (i) a "Prohibited Investor" as defined in the Subscription Agreement (generally, a person involved in money laundering or terrorist activities, including those persons or entities that are included on any relevant lists maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**")) or (ii) any senior foreign political figure, an immediate family member or close associate of a senior foreign political figure, or any foreign shell bank. The Administrator or the Investment Manager may require a prospective investor to submit additional anti-money laundering documentation, and such prospective investor's Subscription will not be accepted until such additional information is received by and deemed satisfactory to the Administrator.

Cayman Islands Data Protection

The Fund has certain duties under the Data Protection Act (As Revised) of the Cayman Islands (the "**DPA**") based on internationally accepted principles of data privacy.

The Fund has prepared a document outlining the Fund's data protection obligations and the data protection rights of investors (and individuals connected with investors) under the DPA (the "**Fund Privacy Notice**"). The Fund Privacy Notice is contained within the Subscription Agreement and is available to existing investors by contacting the Investment Manager.

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

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

Oversight of the DPA is the responsibility of the Ombudsman's office of the Cayman Islands. Breach of the DPA by the Fund could lead to enforcement action by the Ombudsman, including the imposition of remediation orders, monetary penalties or referral for criminal prosecution.

Sanctions

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

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

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

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

Anti-Money Laundering Program

Regulations and executive orders administered by OFAC, comparable regulatory bodies in other jurisdictions and intergovernmental groups and organizations implementing anti-money laundering programs prohibit, among other things, engaging in transactions with, and providing of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at www.treas.gov/ofac. Each prospective Shareholder must represent and warrant in such Shareholder's Subscription Agreement that, among other things, neither the prospective Shareholder, nor any person controlling, controlled by, or under common control with, the prospective Shareholder, nor any person having a beneficial interest in the prospective Shareholder, or for whom the prospective Shareholder is acting as agent or nominee in connection with its investment in the Fund, is a country, territory, person or entity named on an OFAC list, or is a person or entity that resides or has a place of business in a country or territory named on such lists. The Fund will not accept any investment from any investor if the investor cannot make the representation described in the preceding sentence.

In addition to OFAC restrictions, in order to comply with legislation or regulations aimed at the prevention of money laundering and the countering of terrorist and proliferation financing the Fund is required to adopt and maintain procedures, and may require subscribers to provide evidence to verify their identity, the identity of their beneficial owners/controllers (where applicable), and source of funds. Where permitted, and subject to certain conditions, the Fund may also rely upon a suitable person for the maintenance of these procedures (including the acquisition of due-diligence information) to a suitable person.

The Fund, and the Administrator on the Fund's behalf, reserves the right to request such information and/or documentation as is necessary to verify the identity and/or source of funds of a Shareholder (*i.e.*, a subscriber or a transferee) and the identity of their beneficial owners/controllers (where applicable), and their source of subscription funds. In some cases the Directors, or the Administrator on the Fund's behalf, may be satisfied that full due diligence is not required where a relevant exemption applies under applicable law. However, detailed verification information may be required prior to the payment of any proceeds from or any transfer of an interest in Shares.

In the event of delay or failure on the part of the subscriber in producing any information and/or documentation required for verification purposes, the Fund, or the Administrator on the Fund's behalf, may refuse to accept (or process in the case of the Administrator) the application or if the application has already occurred, may suspend or redeem the Shares, in which case any funds received will, to the fullest extent permitted by applicable law, be returned without interest to the account from which they were originally debited.

The Fund, and the Administrator on the Fund's behalf, also reserves the right to refuse to make any Redemption or Dividend payment to a Shareholder if the Directors or the Administrator suspect or are advised that the payment of Redemption or Dividend proceeds to such Shareholder may be non-compliant with applicable laws or regulations, or if such refusal is considered necessary or appropriate to ensure the compliance by the Fund or the Administrator with any applicable laws or regulations. Additionally, the Fund, the Investment Manager, the Administrator and their respective agents may request such further information as they consider necessary to process a Redemption request and may refuse to remit Redemption proceeds (that is "freeze" the Redemption proceeds) until proper and satisfactory information has been provided. The Fund, the Investment Manager, the Administrator and their respective agents shall have no liability if there are losses due to a delay in or refusal to admit the investor, as a result of inadequate information from the applicant.

The Authority has a discretionary power to impose substantial administrative fines upon the Fund in connection with any breaches by the Fund of prescribed provisions of the Anti-Money Laundering Regulations (As Revised) of the Cayman Islands, as amended and revised from time to time, and upon any director or officer of the Fund who either consented to or connived in the breach, or to whose neglect the breach is proved to be attributable. To the extent any such administrative fine is payable by the Fund, the Fund will bear the costs of such fine and any associated proceedings.

In compliance with the USA Patriot Act, Treasury/FinCEN 31 CFR 103 (BSA) Office of Foreign Assets Control (Sanctions requirements), Federal Reserve Regulation H or 12 CFR 208 (program and SAR requirements), Office of the Comptroller of the Currency 12 CFR 21.11 (SAR) and 12 CFR 21.21 (BSA program requirements), the Administrator will require verification of identity and source of funds from all prospective investors; that the prospective investor is not a "Prohibited Person" as described in the Subscription Agreement (not a person listed on certain government lists including, without limitation, OFAC, or a "shell bank"); and that the prospective investor is not a "Politically Exposed Person."

If any person in the Cayman Islands knows or suspects or has reasonable grounds for knowing or suspecting that another person is engaged in criminal conduct or money laundering or is involved with terrorism or terrorist financing and property and the information for that knowledge or suspicion came to their attention in the course of business in the regulated sector, or other trade, profession, business or employment, the person will be required to report such knowledge or suspicion to: (i) the Financial Reporting Authority of the Cayman Islands, pursuant to the Proceeds of Crime Act (As Revised) of the Cayman Islands 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 Act (As Revised) of the Cayman Islands, if the disclosure relates to involvement with terrorism or terrorist financing and property. Such a report shall not be treated as a breach of confidence or of any restriction upon the disclosure of information imposed by any enactment or otherwise.

Investors may obtain details (including contact details) of the AML Compliance Officer, Money Laundering Reporting Officer and Deputy Money Laundering Reporting Officer of the Fund, by contacting the Investment Manager at IR@linonia.com.

Personal Trading

The Investment Manager has adopted a policy intended to restrict and monitor all personal trading by the employees of the Investment Manager in order to ensure that there is no conflict between such personal trading and the interests of the investment funds managed by the Investment Manager and the Investment Manager's other clients.

Handling of Mail

Mail addressed to the Fund and received at its registered office will be forwarded unopened to the forwarding address supplied by the Directors to be dealt with. None of the Fund, its Directors, officers, 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 Fund).

Beneficial Ownership Regime

Under the Beneficial Ownership Transparency Act (As Revised) of the Cayman Islands (the “BOTA”), unless a Cayman Islands entity is able to avail itself of an alternative route to compliance, it is required to take reasonable steps to identify its beneficial owners and certain intermediate holding entities, and to maintain a beneficial ownership register at its registered office in the Cayman Islands.

The Fund (or its subsidiaries) may be required to provide beneficial ownership information to its corporate services provider or other authorised contact of the Fund which, in turn, will provide such information to the competent authority in the Cayman Islands. Subscribers will be required, upon request by or on behalf of the Fund (or its subsidiaries), to provide such information and supporting documentation as is required in respect of the subscriber, its owners and/or controllers to satisfy the requirements, present or future, of the BOTA and to update such information and supporting documentation should any relevant change occur thereto.

As a mutual fund which is registered as such with the Authority, in lieu of maintaining a beneficial ownership register, the Fund is permitted to supply the contact details of an authorised contact, being a registered office services provider, a licensed fund administrator or another appropriately licensed Cayman Islands service provider (an “**Authorised Contact**”) that will be required to provide beneficial ownership

information (on behalf of the Fund) to the competent authority, on request (from the competent authority), within 24 hours (or such longer period as is specified in the request).

The Fund has appointed an Authorised Contact in order to comply with the BOTA, in lieu of maintaining a beneficial ownership register.

LEGAL AND ACCOUNTING MATTERS

Sidley Austin LLP, Chicago, Illinois, served as U.S. legal counsel to the Investment Manager in connection with the organization of the Fund and the preparation of this Memorandum. Sidley Austin LLP may continue to serve in such capacity in the future, but has not assumed any obligation to update this Memorandum. Sidley Austin LLP may advise the Investment Manager in matters relating to the operation of the Fund on an ongoing basis. Sidley Austin LLP does not represent and has not represented the prospective investors or the Fund in the course of the organization of the Fund, the negotiation of its business terms, the offering of the Shares or in respect of its ongoing operations. Prospective investors must recognize that, as they have had no representation in the organization process, the terms of the Fund relating to themselves and the Shares have not been negotiated at arm's length.

Sidley Austin LLP's engagement by the Investment Manager in respect of the Fund is limited to the specific matters as to which it is consulted by the Investment Manager and, therefore, there may exist facts or circumstances which could have a bearing on the Fund's (or the Investment Manager's) financial condition or operations with respect to which Sidley Austin LLP has not been consulted and for which Sidley Austin LLP expressly disclaims any responsibility. More specifically, Sidley Austin LLP does not undertake to monitor the compliance of the Investment Manager and its affiliates with the trading program, valuation procedures and other guidelines set forth herein, nor does it monitor compliance with applicable Law. In preparing this Memorandum, Sidley Austin LLP relied upon information furnished to it by the Fund and/or the Investment Manager, and did not investigate or verify the accuracy and completeness of information set forth herein concerning the Investment Manager, the Fund's service providers and their affiliates.

Maples and Calder (Cayman) LLP ("**Maples and Calder**") acts as Cayman Islands legal counsel to the Fund. In connection with the Fund's offering of Shares and subsequent advice to the Fund, Maples and Calder will not be representing Shareholders. No independent legal counsel has been retained to represent the Shareholders. Maples and Calder's representation of the Fund is limited to specific matters as to which it has been consulted by the Fund. There may exist other matters that could have a bearing on the Fund as to which Maples and Calder has not been consulted. In addition, Maples and Calder does 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 Maples and Calder monitor ongoing compliance with applicable laws. In connection with the preparation of this Memorandum, Maples and Calder's responsibility is limited to matters of Cayman Islands law and it does not accept responsibility in relation to any other matters referred to or disclosed in this Memorandum. In the course of advising the Fund, there are times when the interests of Shareholders may differ from those of the Fund. Maples and Calder does not represent the Shareholders' interests in resolving these issues. In reviewing this Memorandum, Maples and Calder has relied upon information furnished to it by the Fund and has not investigated or verified the accuracy and completeness of information set forth herein concerning any other entities referred to herein concerning the Fund.

Deloitte & Touche (Cayman Islands) serves as the independent certified public accountant for the Fund.

The Shareholders have not been represented by separate counsel or other advisors or agents in negotiating the business terms of the Fund and/or this offering of the Shares.

ACCESS TO INFORMATION

Prospective investors are invited to review, at the Fund's principal office, any materials available to the Investment Manager relating to: (i) the Investment Manager, the Fund and the Master Fund; (ii) their respective operations; (iii) this offering; and (iv) related matters. The Investment Manager will answer all inquiries from prospective investors relating thereto. The Investment Manager will afford prospective investors the opportunity to obtain any additional information necessary to verify the accuracy of any representations or information set forth in this Memorandum to the extent that they possess such information or can acquire it without unreasonable effort or expense. Such review will not include the Fund's outstanding positions and is further limited by the proprietary and confidential nature of the investment approach utilized by the Investment Manager, as well as by the confidentiality of personal information relating to other Shareholders and prospective investors.

PROSPECTIVE INVESTORS MUST CONSULT THEIR OWN TAX, LEGAL AND FINANCIAL ADVISORS WITH RESPECT TO THEIR INDIVIDUAL CIRCUMSTANCES AND THE SUITABILITY OF AN INVESTMENT IN THE FUND.

FOR DISTRIBUTION ONLY TO: Marcos Mendes