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PRIVATE OFFERING MEMORANDUM

ORLOG CAPITAL

an exempted company incorporated with limited liability under the laws of the Cayman Islands with registration number OG-372653 and registered with the United States Internal Revenue Service with global intermediary identification number I9IYZI.99999.SL.136.

SILKYWATER ASSET MANAGEMENT LIMITED

Investment Manager

June 2023

This Memorandum is strictly confidential. It is being provided to a restricted number or class of potential investors. It is intended to be read by the potential investor to whom it has been addressed, and is made available on the understanding that it will not be passed on to any person other than the potential investor's professional advisers.

The distribution of this Memorandum and the offering or purchase of Participating Shares in the Fund may be restricted in certain jurisdictions. No person receiving a copy of this Memorandum, or the accompanying Subscription Agreement, in any such jurisdiction may treat this Memorandum or such Subscription Agreement as constituting an invitation to subscribe for Participating Shares in the Fund unless in the relevant jurisdiction such an invitation may be lawfully made without compliance with any registration or other legal requirements.

Potential investors should carefully review this Memorandum and obtain their own professional advice before subscribing for Participating Shares in the Fund. In particular, potential investors should consult with their legal, tax and financial advisers to determine the possible legal, tax, financial and other consequences of purchasing, holding or redeeming Participating Shares in the Fund.

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DIRECTORY

Directors

Zhong Wei Qiu
Ben Gillooly

Registered Office

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Grand Cayman
KY1-9009
Cayman Islands

Investment Manager

SilkyWater Asset Management Limited
Unit 3106, 31/F West Tower, Shun Tak Centre
168-200 Connaught Road Central
Sheung Wan, Hong Kong

Administrator

Bolder Fund Services (Singapore) Pte. Ltd.
80 Robinson Road, #19-01A
Singapore 068898

Auditor

Rankin Berkower (Cayman) Ltd.
One Capital Place, 3rd Floor
136 Shedden Road, George Town
PO Box 30349
Grand Cayman KY1-1202
Cayman Islands

Legal Advisor as to matters of Cayman Islands law

Ogier
11/F, Central Tower
28 Queen's Road Central
Hong Kong

Enquiries

Written enquiries relating to the Fund should be addressed to the Directors at invest@orlogcapital.com.

IMPORTANT NOTICES TO POTENTIAL INVESTORS

Private Offering Memorandum

This Memorandum relates to the offering of Participating Shares in the Fund, an open-ended exempted company incorporated with limited liability under the Companies Act.

The Directors, whose names appear in the Directory, accept responsibility for the information contained in this Memorandum. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Memorandum is strictly confidential and intended to be read only by the person to whom it has been delivered to enable that person to evaluate an investment in the Fund. It is not to be reproduced or distributed to any other persons except that a potential investor may provide a copy to its professional advisers.

Reliance on this Memorandum

The Participating Shares are offered only on the basis of the information contained in this Memorandum. Any further information or representations given or made by any dealer, broker or other person should be disregarded and accordingly, should not be relied upon. No person has been authorised to give any information or to make any representations in connection with the offering of the Participating Shares other than those contained in this Memorandum and, if given or made, such information or representations must not be relied on as having been authorised by the Fund, the Directors, the Investment Manager, or the Administrator.

Statements in this Memorandum are based on the law and practice in force in the Cayman Islands at the date of this Memorandum and are therefore subject to change should that law or practice change. Neither the delivery of this Memorandum nor the issue of the Participating Shares shall under any circumstances create any implication or constitute any representation that the affairs of the Fund have not changed since the date of this Memorandum.

Investor Responsibility

No representations or warranties of any kind are intended or should be inferred with respect to the economic return from, or the tax consequences of an investment in the Fund. No assurance can be given that existing laws will not be changed or interpreted adversely. Potential investors should not construe this Memorandum as legal, investment or tax advice.

Before making an investment in the Fund, prospective investors should review this Memorandum carefully and in its entirety and consult with their legal, tax and financial advisers in relation to: (i) the legal and regulatory requirements within their own countries for the purchase, holding, redeeming or disposing of the Participating Shares; (ii) any foreign exchange restrictions to which they are subject in their own countries in relation to the purchase, holding, redeeming or disposing of the Participating Shares; and (iii) the legal, tax, financial or other consequences of subscribing for, purchasing, holding, redeeming or disposing of the Participating Shares.

Distribution and Selling Restrictions

Neither this Memorandum nor the Participating Shares described in it have been qualified for offer, sale or distribution under the laws of any jurisdiction governing the offer or sale of mutual fund equity interests or other securities. The distribution of this Memorandum and the offering or purchase of the Participating Shares may be restricted in certain jurisdictions. No persons receiving a copy of this Memorandum or the Subscription Agreement in any such jurisdiction may treat this Memorandum or the Subscription Agreement as constituting an invitation to them to subscribe for the Participating Shares, nor should they in any event use the Subscription Agreement, unless in the relevant jurisdiction such an invitation could lawfully be made to them and such Subscription Agreement could lawfully be used without compliance with any registration or other legal requirements. Accordingly, this Memorandum does not constitute an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not lawful or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such offer or solicitation. It is the responsibility of any persons in possession of this Memorandum and any persons wishing to apply for the Participating Shares pursuant to this Memorandum to inform themselves of and to observe all applicable laws and regulations of any relevant jurisdiction.

Please review the selling restrictions set out in the Appendix.

Regulation

The Fund is a regulated mutual fund for the purpose of the Mutual Funds Act (Revised) (**Mutual Funds Act**) of the Cayman Islands. The Fund is registered with CIMA pursuant to section 4(3) of that Act and this Memorandum together with certain prescribed details has been filed with CIMA. It has also paid the prescribed initial registration fee. Such registration does not imply that CIMA or any other regulatory authority in the Cayman Islands has approved this Memorandum or the offering of equity interests in the Fund.

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.

Confidentiality

Except as outlined in the Cayman Privacy Notice, any information forwarded to the Fund by a potential investor will be treated on a confidential basis. If required to do so by law or regulation, the Fund may pass on that information to a relevant third party. By subscribing for Participating Shares, each subscriber is deemed to have consented to such release of confidential information pursuant to Section 3(1)(b) (or any amendment of that provision) of the Confidential Information Disclosure Act, 2016 of the Cayman Islands.

Cayman Privacy Notice

For the purposes of the Cayman Islands Data Protection Act 2017 as amended from time to time (**Data Protection Act**), the data controller in respect of any personal data provided in respect of Shareholders and their respective representatives, directors, officers, agents or beneficial owners in respect of whom personal data is provided in relation to the Fund shall be the Fund. Personal data shall be processed in accordance with the Cayman Privacy Notice set out in the Subscription Agreement. The Cayman Privacy Notice sets out the purposes for which such personal data may be processed, the circumstances in which such data might be disclosed or transferred, Shareholders' rights in respect of such data, as well as other matters.

Risks

Investment in the Fund carries substantial risk. There can be no assurance that the Fund's investment objective will be achieved and investment results may vary substantially over time. The value of the Participating Shares may go down as well as up and investors may not get back the amount invested. An investment in the Fund is only suitable for sophisticated investors who are able to bear the loss of a substantial portion or even all of their investment in the Fund. An Investment in the Fund is not intended to be a complete investment programme for any investor.

There is no public market for the Participating Shares, nor is a public market expected to develop in the future.

Potential investors should carefully consider the risk factors set out in the section headed "Certain Risk Factors" when considering whether an investment in the Fund is suitable for them in light of their circumstances and financial resources. Investors are advised to seek independent professional advice on the implications of investing in the Fund.

DEFINITIONS

In this Memorandum the following words and phrases have the meanings set out below:

Administration Agreement	the agreement between the Fund and the Administrator, as described in the section headed "Management and Administration" below;
Administrator	Bolder Fund Services (Singapore) Pte. Ltd. or such other person as may be appointed administrator of the Fund from time to time;
Articles	the memorandum and articles of association of the Fund, as may be amended from time to time;
Auditors	Rankin Berkower (Cayman) Ltd. or such other person or firm as may be appointed as auditors of the Fund from time to time;
Business Day	a day (other than a Saturday or a Sunday) on which banks in Hong Kong are authorised to open for normal banking business and/or such other day or days as the Directors may determine, either generally or in any particular case, provided that where, as a result of a Number 8 or higher Typhoon Signal, Black Rainstorm Warning or similar event, the period during which banks in Hong Kong are open on any day are reduced, such day shall not be a Business Day;
Cayman Privacy Notice	the privacy notice adopted in respect of the Cayman Islands Data Protection Act, 2017 as appended to the Subscription Agreement;
CIMA	the Cayman Islands Monetary Authority;
Class	any class of Participating Shares designated by the Directors pursuant to the Articles (and includes any sub-class of such class);
Class A Share	a Participating Share designated as a Class A Share;
Class B Share	a Participating Share designated as a Class B Share;
Companies Act	the Companies Act (Revised) of the Cayman Islands;
Directors	the members of the board of directors of the Fund, for the time being and any duly constituted committee of the board and any successors to such members as may be appointed from

time to time;

Eligible Investors

a person to whom the Fund can lawfully make an invitation to subscribe for Participating Shares without compliance with any registration or other legal requirements, who is able to acquire and hold Participating Shares without breaching the law or requirements of any country, regulatory body or government authority and who satisfies such eligibility requirements as may be determined by the Directors from time to time;

Fund

Orlog Capital, an exempted company incorporated with limited liability under the Companies Act with registration number OG-372653;

High Water Mark

in relation to any Series is the greater of (i) the Net Asset Value of the relevant Series at the time of issue, or (ii) the highest Net Asset Value of that Series (after deduction of any accrued Performance Fee) as at the last Valuation Day in any previous Performance Period;

Hurdle

means, for each Series, the last High Water Mark of the Series increased by the non-compounding annual rate of five per cent (5%) from the date on which that High Water Mark was achieved, quoted in US Dollars;

IFRS

International Financial Reporting Standards;

Initial Offering Period

in relation to any Class, the period determined by the Directors during which Participating Shares of that Class are first offered for subscription, which will commence at 9:00 a.m. (Hong Kong time) on 1 September 2021 and end at 5:00 p.m. (Hong Kong time) on 30 September 2021 or such other day or time as the Directors may determine;

Investment Management Agreement

the agreement between the Fund and the Investment Manager in relation to the Fund, as described in the section headed "Management and Administration" below;

Investment Manager

SilkyWater Asset Management Limited or such other person as may be appointed as investment manager in relation to the assets of the Fund from time to time;

Lock Up Period

in respect of each Series of Participating Shares, as the case may be, one (1) year from the date of issuance of such Series, except to the extent waived or reduced by the Directors, either in any particular case or generally;

Management Fee	the management fee payable by the Fund to the Investment Manager (or such other persons as the Fund and the Investment Manager may agree from time to time) pursuant to the Investment Management Agreement;
Management Share	a non-participating non-redeemable voting share of par value US\$0.01 in the capital of the Fund designated as a Management Share;
Material Contracts	the Administration Agreement and the Investment Management Agreement;
Minimum Holding	Participating Shares with an aggregate Net Asset Value per Share of not less than US\$100,000 in each case of Class A Shares and Class B Shares, or such lesser amount as the Directors may determine, either generally or in any particular case;
Mutual Funds Act	the Mutual Funds Act (Revised) of the Cayman Islands;
NAV Calculation Policy	the pricing and valuation practices, policies and procedures to calculate the Net Asset Value that are established and maintained by the Fund, as adopted, amended, revised and supplemented from time to time and as set out in the section headed "Net Asset Value" below;
Net Asset Value	the Net Asset Value of the Fund or the relevant Series, as the case may be, determined as described in the section headed "Net Asset Value" below;
Net Asset Value per Share	in respect of a Participating Share of any Series, the Net Asset Value of the relevant Series divided by the number of Participating Shares of such Series in issue;
Original Shares	in the context of any Participating Share that has been converted into a Special Investment Share, the Class of that Participating Share immediately before such conversion;
Participating Share	a participating redeemable non-voting share of par value US\$0.01 in the capital of the Fund being offered for subscription under the terms of this Memorandum and, where the context requires, the participating redeemable non-voting share of par value US\$0.01 in the capital of the Fund generally;
Performance Fee	the performance fee payable by the Fund to the Investment Manager (or such other persons as the Fund and the Investment Manager may agree from time to time) pursuant to

the Investment Management Agreement;

Performance Period	a period of 6 calendar months commencing on each 1 January, or 1 July provided that the first Performance Period in respect of any Series will be the period commencing on the date of issue of such Series and ending on the next following 30 June, or 31 December;
Prime Broker	such person or firm as may be appointed as prime broker of the Fund from time to time;
Realisation Event	in respect of a Special Investment, the realisation of that Special Investment or a determination by the Investment Manager that the investment is no longer a Special Investment;
Redemption Day	the first Business Day of January, April, July and October in each year and/or such other day or days as the Directors may determine, either generally or in any particular case;
Redemption Fee	the fee (if any) payable on the redemption of a Participating Share as described in the section headed "Redemption and Transfer of Participating Shares" below;
Redemption Notice Deadline	means, subject to the Lock Up Period, in respect of Class A Shares and Class B Shares, 5:00 p.m. (Hong Kong time) on a Business Day falling at least three (3) calendar months (or such shorter period as the Directors may permit, either generally or in any particular case) prior to the relevant Redemption Day.
Redemption Price	the Net Asset Value per Share of the relevant Series as at the Valuation Point on the Valuation Day immediately preceding the relevant Redemption Day;
Redemption Request	a request for the redemption of Participating Shares which shall be in such form as the Directors may determine from time to time;
Relevant Percentage	means zero percent (0%) in respect of Class A Shares and twenty percent (20%) in respect of Class B Shares.
Series	in relation to a series of Participating Shares, a series of any Class designated by the Directors pursuant to the Articles;
SFC	Securities and Futures Commission of Hong Kong;
SFO	Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong);

Shareholder	a holder of one or more Participating Shares;
Special Investment	an investment designated as a special investment by the Directors, in their sole and absolute discretion, upon purchase based on its characteristics which may include, without limitation, the following: liquidity, restrictions on transfer or realisation, or any investment which will be held until a realisation event;
Special Investment Share	a Class of Participating Share in the capital of the Fund and designated as such by the Directors which are or will be attributed to Special Investments;
Subscription Agreement	an application to subscribe for Participating Shares which shall be in such form as the Directors may determine from time to time;
Subscription Day	the first Business Day of January, April, July and October in each year and/or such other day or days as the Directors may determine, either generally or in any particular case;
Subscription Fee	the fee (if any) payable on a subscription for Participating Shares, as described in the section headed "Subscription for Participating Shares" below;
Subscription Price	the price per Participating Share at which Participating Shares of the relevant Class may be issued during or after the Initial Offer Period;
Suspension Event	has the meaning outlined in the sub-section headed "Suspension of determination of Net Asset Value per Share of each Class" under the section headed "Net Asset Value" below.
United States or US	the United States of America, its territories and possessions including the States and the District of Columbia;
US Dollar, USD or US \$	the lawful currency of the United States of America;
US Person	as defined under Regulation S under the United States Securities Act of 1933, as amended;
Valuation Day	in respect of each Class, the Business Day immediately preceding each Redemption Day and each Subscription Day, the last Business Day of each calendar month, and/or such other day or days as the Directors may determine, either generally or in any particular case; and

Valuation Point

the close of business in the last market relevant to the Fund to close on each Valuation Day or such other time as the Directors may determine.

In addition, other matters of interpretation to note are these:

- (a) a reference to any law is a reference to the most recent revision of such law and a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
- (b) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced; and
- (c) a reference to 'including', 'include', 'in particular' or similar expression is illustrative and does not imply any limitation.

Certain defined terms appear in the body of this Memorandum, but do not appear in the Definitions section. This is because such defined terms are generally only used within the section where they are so defined. However, where any such defined term is used elsewhere in the Memorandum, the given definition will continue to apply.

SUMMARY

The following summary should be read in conjunction with the remainder of this Memorandum, the Articles and the other documents referred to in this Memorandum and is qualified in its entirety by reference to such documents:

The Fund

Orlog Capital is an exempted company incorporated with limited liability in the Cayman Islands under the Companies Act.

The Fund's authorised share capital is US\$50,000 which is made up of 100 Management Shares and 4,999,900 Participating Shares.

Participating Shares may be issued in different Classes. The Directors have initially designated two Classes, being Class A Shares, and Class B Shares, each of which are being offered under the terms of this Memorandum. At any time, the Directors may designate additional Classes of Participating Shares without notice to, or the consent of, the Shareholders. The Directors may differentiate between Classes on various bases, including as to the operational currency of each Class, the level of fees payable in respect of each Class and the redemption or information rights in respect of each Class.

The Directors will issue each Class of Participating Shares in Series to accommodate an equitable calculation of the Performance Fee.

A new Series of Participating Shares of each Class will be issued on each Subscription Day on which Participating Shares of that Class are issued.

For the avoidance of doubt, Class A Shares will not be issued in Series.

Investment objective and strategies

The investment objective of the Fund is to seek to achieve attractive long-term capital growth by investing in significantly undervalued securities from around the world. There can be no assurance that the investment objective will be achieved.

The Investment Manager will seek to achieve the investment objective by utilising the investment strategies set out in the section headed "Investment Objective, Strategies and Restrictions" below.

Special Investments and Special Investment Shares

The Directors may, in their sole and absolute discretion, designate an investment as Special Investment upon acquisition of the investment by the Fund. The Fund will issue Special Investment Shares to represent the Fund's investment in Special Investments.

See the section headed "Special Investment and Special Investment

Shares" for full details.

Management

The Directors, whose names appear in the Directory, have overall responsibility for the management and administration of the Fund. However the Directors have delegated to the Investment Manager, investment management responsibilities and have delegated to the Administrator certain administrative functions.

See the section headed "Management and Administration" for further details.

Subscriptions

Class A Shares are being offered for subscription during the Initial Offer Period at the Subscription Price of US\$1,000, and thereafter on any subsequent Subscription Days at a Subscription Price calculated in the manner described in the section below headed "Subscription for Participating Shares" below. For the avoidance of doubt, Class A Shares will not be issued in Series.

Class B Shares are being offered for subscription at the Subscription Price of US\$1,000 (in each case, exclusive of any Subscription Fee, if applicable). A new Series of Class B Shares will be issued on each Subscription Day on which Participating Shares of that Class are issued.

A subscriber for Class B Shares may be required to pay a Subscription Fee of up to zero point three per cent (0.3%) of the subscription amount. The Subscription Fee will be retained by the Fund. The Directors may waive or reduce such Subscription Fee, either generally or in any particular case. No Subscription Fee shall be payable in respect of the Class A Shares.

The minimum initial investment per subscriber is US\$100,000 in respect of Class A Shares and Class B Shares, in each case exclusive of any Subscription Fee (if applicable).

See the section headed "Subscription for Participating Shares" for further details.

Redemptions

Subject to the Lock Up Period, Class A Shares and Class B Shares may be redeemed at the option of the Shareholder on any Redemption Day.

A completed Redemption Request must be received by the Administrator by the relevant Redemption Notice Deadline. Participating Shares will be redeemed at the relevant Redemption Price. For the avoidance of doubt, this does not apply to Special Investment Shares, which are not redeemable at the option of the shareholder.

A Redemption Fee will be deducted from the redemption proceeds payable on the redemption of Class B Shares. No Redemption Fee will be charged in respect of Class A Shares.

The Fund may compulsorily redeem Participating Shares in certain circumstances.

The Fund may temporarily suspend the redemption of Participating Shares in certain circumstances.

Redemption proceeds will normally be paid in cash by electronic transfer at the Shareholder's risk and expense. However, in certain circumstances, the Fund may effect the payment of redemption proceeds by way of a transfer of assets or partly in cash and partly by way of a transfer of assets.

See the section headed "Redemption and Transfer of Participating Shares" for further details.

Restrictions on sale and transfer

Participating Shares will only be issued to, and may only be transferred to, persons who are Eligible Investors. Participating Shares may not be transferred without the prior written consent of the Directors.

See the section headed "Redemption and Transfer of Participating Shares" for further details.

Dividends

It is not envisaged that any income or gains will be distributed by way of dividend. This does not preclude the Directors from declaring a dividend at any time in the future if they consider it appropriate to do so.

Fees and Expenses

Management Fee

The Fund will pay the Investment Manager (or such other persons as the Fund and the Investment Manager may agree from time to time) a Management Fee in respect of each Series of Class B Shares in issue as follows:

- (a) In respect of Class B Shares: one twelfth (1/12) of one point five per cent (1.5%) per month of the Net Asset Value of each Series of Class B Shares (before deduction of that month's Management Fee and before making any deduction for any accrued Performance Fee) as at the last Valuation Day in each calendar month.
- (b) In respect of Special Investment Shares: The Management Fee in respect of each Series of Special Investment Shares (when the Original Shares are Class

B Shares) is calculated in the same manner as the Management Fee it would have received in respect of the relevant Original Shares (with reference to the Net Asset Value of Special Investment Shares at the time of their issuance in connection with the Special Investments) had such conversion not occurred which may be accrued or paid out as set out above.

The Management Fee in respect of Special Investment Shares will be accrued until such time as a Realisation Event in respect of the relevant Special Investment occurs in accordance with the section headed "Special Investments and Special Investment Shares".

No Management Fee is payable in respect of each Series of Class A Shares.

Performance Fee

The Investment Manager (or such other persons as the Fund and the Investment Manager may agree from time to time) will also be entitled to receive a Performance Fee from the Fund, in respect of each Series of Class B Shares and Special Investment Shares (when the Original Shares are Class B Shares) in issue as follows:

- (a) In respect of Class B Shares: For each Performance Period, the Performance Fee in respect of each Series will be equal to the Relevant Percentage of the appreciation in the Net Asset Value of the relevant Series (adjusted for any subscriptions or redemptions) during the Performance Period above the Hurdle. The accrued Performance Fee in respect of each Series will be calculated as at each Valuation Day at the end of each Performance Period by reference to the Net Asset Value of such Series before deduction for any accrued Performance Fees. The Net Asset Value of the Fund will also be adjusted accordingly as at the last Valuation Day in each calendar month to deduct any accrued and unpaid Performance Fee's for the relevant calendar month, with any required notional Performance Fee rebates being made as at the end of the each Performance Period.
- (b) In respect of Special Investment Shares: The Investment Manager (or such other persons as the Fund and the Investment Manager may agree from time to time) will be entitled to receive a Performance Fee at an equivalent rate to each Class of Original Share in respect of any Special Investment Share that is in issue subject to the Hurdle. When Participating Shares are

converted into Special Investment Shares and on the subsequent redemption or conversion of the Special Investment Shares back into the Class of Original Shares a Performance Fee will be payable as though each such conversion date were the end of a Performance Period in accordance with the sub-section headed "Conversion of Participating Shares" under the section headed "Redemption and Transfer of Participating Shares" below. Accordingly, Shareholders will pay a Performance Fee in respect of the appreciation in the Net Asset Value of their Participating Shares which are to be converted into Special Investment Shares above the Hurdle immediately prior to such conversion and a Performance Fee in respect of the appreciation in the Net Asset Value of each Special Investment Share above the Hurdle following a Realisation Event in respect of that Special Investment.

No Performance Fee is payable in respect of Class A Shares.

The Performance Fee will be paid to the Investment Manager (or such other persons as the Fund and the Investment Manager may agree from time to time) in arrears as soon as reasonably practicable after the end of each Performance Period.

The Performance Fee in respect of Special Investment Shares will be accrued until such time as a Realisation Event in respect of the relevant Special Investment occurs in accordance with the section headed "Special Investments and Special Investment Shares".

Annual Fixed Fee

The Fund will pay the Investment Manager an annual fixed fee, in an amount to be agreed between the Fund and the Investment Manager from time to time . A pro-rated portion of such annual fixed fee will be paid by the Fund to the Investment Manager quarterly in arrears.

The Fund will pay all the costs of its operation and management, including the organisational expenses, the fees and expenses payable to service providers and all expenses related to its investment program.

See the section headed "Fees and Expenses" for further details.

Risk Factors

An investment in the Fund entails certain risks. Potential investors should review carefully the discussion under the section headed "Certain Risk Factors" below.

Reporting

Each Shareholder will be provided upon request with an annual report that will include audited financial statements as soon as practicable

after, and in any event within six months of, the end of each financial year of the Fund. Shareholders will also be provided with a monthly report on the investment performance of the Fund.

The financial year of the Fund will end on 31 December in each year, with the first financial year ending on 31 December 2022.

See the section headed "Financial Information and Reports" for further details.

Tax

The Fund is not subject to tax in the Cayman Islands (other than annual filing fees and an annual registration fee) under the current laws of the Cayman Islands. Potential investors should consult their own advisers as to the particular tax consequences to them of their proposed investment in the Fund.

See the section headed "Taxation" for further details.

THE FUND

Structure

The Fund is an exempted company incorporated with limited liability in the Cayman Islands under the Companies Act. The Fund was incorporated on 19 February 2021. The location of the registered office of the Fund appears in the Directory.

The Fund has been structured as an open-ended investment fund to allow Shareholders to collectively invest in pursuit of the investment objective set out in this Memorandum.

Private Offering

Up to 4,999,900 Participating Shares are available for issue. The purchase of Participating Shares is not open to the general public and Participating Shares will be privately offered only to Eligible Investors. No part of the initial offer has been underwritten or guaranteed.

Participating Shares do not carry voting rights. The Management Shares, which are the voting shares in the Fund, are held by Orlog Capital Limited.

Participating Shares may be issued in different Classes. The Directors have initially designated two (2) Classes, being Class A Shares, and Class B Shares, each of which are being offered under the terms of this Memorandum. At any time the Directors may designate additional Classes without notice to, or the consent of, the Shareholders. The Directors may differentiate between Classes on various bases, including as to the operational currency of each Class, the level of fees payable in respect of each Class and the redemption or information rights in respect of each Class.

Generally, Participating Shares of each Class are issuable quarterly in Series. A new Series of the relevant Class of Shares will be issued on each Subscription Day during a Performance Period. The reason for the different Series is to equitably reflect the differing Performance Fees attributable to each Series (that result from the differing issue dates throughout the Performance Period). The Directors may, at any time, resolve to close the Fund or any Class to new subscriptions, either for a specified period or until they otherwise determine and either generally or in any particular case.

Base Currency and Operational Currency

The base currency of the Fund is the US Dollar and the financial statements of the Fund will be presented in US Dollars.

The Directors may designate a Class in an operational currency. Subscriptions for, and redemptions of, Participating Shares will be processed in the operational currency of the Class, and the Net Asset Value per Share of the Class will be calculated and quoted in such operational currency. The operational currency of the Class A Shares, and Class B Shares is US Dollars.

Regulation

The Fund is a regulated mutual fund for the purpose of the Mutual Funds Act (Revised) (**Mutual Funds Act**) of the Cayman Islands. The Fund is registered with the CIMA pursuant to section 4(3) of that Act and this Memorandum together with certain prescribed details has been filed with CIMA. It has also paid the prescribed initial registration fee. Such registration does not imply that CIMA or any other regulatory authority in the Cayman Islands has approved this Memorandum, or the offering of equity interests in the Fund.

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 minimum initial investment amount for any investor in the Fund shall be US\$100,000. Consequently, the Fund qualifies for registration under section 4(3) of the Mutual Funds Act without the need to be licensed or administered by a licensed mutual fund administrator.

The Fund has ongoing obligations under the Mutual Funds Act following its initial registration with CIMA. These include:

- (a) to file with CIMA prescribed details of any changes to this Memorandum;
- (b) to file annually with CIMA accounts audited by an approved auditor and a fund annual report; and
- (c) to pay a prescribed annual fee.

As a regulated mutual fund, the Fund is subject to the supervision of CIMA. At any time, CIMA may instruct the Fund to have its accounts audited and to submit them to CIMA within a specified time. Failure to comply with any supervisory request by CIMA may result in substantial fines. CIMA has wide powers to take certain actions if certain events occur. For instance, it has wide powers to take action if it is satisfied that a regulated mutual fund:

- (a) is or is likely to become unable to meet its obligations as they fall due;
- (b) has contravened any provision under the Mutual Funds Act or of the Anti-Money Laundering Regulations (Revised);
- (c) 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;
- (d) is not being managed in a fit and proper manner; or
- (e) has persons appointed as director, manager or officer that is not a fit and proper person to hold the respective position.

The powers of CIMA include, amongst others, the following: (i) the power to require the operator and/or the Investment Manager to be replaced; (ii) the power to appoint a person (at the Fund's expense) to advise the Fund on the proper conduct of its affairs; (iii) the power to appoint a person, once again at the Fund's expense, to assume control of the affairs of the Fund, including for the purpose of terminating the business of the Fund; and (iv) the power to cancel or impose conditions on any mutual fund registration granted under the Mutual Funds Act. CIMA also has other remedies available to it. These include applying to the courts of the Cayman Islands for approval of other actions, and requiring the Fund to re-organise its affairs in a manner specified by CIMA.

CIMA 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 (Revised) 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. It is anticipated that the scope of CIMA's discretionary power to impose administrative fines upon the Fund will be extended beyond breaches of any Anti-Money Laundering Regulations (Revised) to encompass a broad range of Cayman regulatory breaches such as breaches under the Mutual Funds Act.

The Fund bears all costs and expenses arising in connection with its CIMA registration, compliance by any non-independent directors with the Directors Registration and Licensing Act, compliance with any officer appointments required by, or other obligations under, any applicable anti-money laundering regulations and compliance with its ongoing obligations under the Mutual Funds Act.

Additional information

This Memorandum does not purport to be and should not be construed as a complete description of the Articles, the Subscription Agreement or the Material Contracts. Before investing in the Fund each potential investor should examine this Memorandum, the Subscription Agreement, the Articles and the Material Contracts and satisfy itself that an investment in the Fund is appropriate. In the event that there is any conflict between this Memorandum, the Articles, the Material Contracts or the Subscription Agreement, the Articles or the Subscription Agreement, as the case may be, shall prevail.

Additionally, and prior to a potential investor purchasing any Participating Shares, the Fund will make available to the potential investor or its representative, the opportunity to:

- (a) ask questions of and receive written answers from representatives of the Fund concerning any aspect of an investment in the Fund; and
- (b) obtain any additional non-proprietary information relating to the Fund, to the extent that the Fund possesses such information or can acquire it without unreasonable effort or expense.

An investment in the Fund may be considered speculative. It is not intended as a complete investment program. It is designed only for experienced and sophisticated investors who

are able to bear the risk that all or a substantial part of their investment in the Fund may be lost.

INVESTMENT OBJECTIVE, STRATEGIES AND RESTRICTIONS

Investment objective

The investment objective of the Fund is to achieve attractive long-term capital growth by investing in significantly undervalued securities from around the world..

There can be no assurance that the investment objective will be achieved.

Investment strategies

The Fund will seek to achieve the investment objective by the following means:

- (a) Finding undervalued opportunities: The Fund will utilise fundamental, bottom-up research to uncover attractive ideas. These are typically misunderstood and temporarily out of favor companies which the Fund believes have high quality, long term compounding growth and/or asymmetric, mean reverting risk/return profiles; and
- (b) Portfolio construction: concentrated position sizing that seeks to maximize the compound growth rate whilst controlling the risk of absolute loss via diversification and risk limit controls at the individual securities level.

The Fund has flexibility to invest in a wide range of instruments including, but not limited to, listed and unlisted equities, preferred stocks, convertible securities, depository receipts, contracts for difference equity-related instruments, debt securities and obligations (which may be below investment grade), currencies, commodities, futures, options, warrants, swaps and other derivative instruments. Derivative instruments may be exchange-traded or over-the-counter. The Fund may engage in short sales, margin trading, hedging and other investment strategies. The Fund may retain amounts in cash or cash equivalents (including money market funds) pending reinvestment, for use as collateral or as otherwise considered appropriate to the investment objective. The Fund may invest in Initial Public Offerings. When opportunities are scarce, the Fund will hold unrestricted amount of cash and when opportunities are abundant, the Fund may take on limited leverage to increase its participation in the higher return environment. These actions are often counter cyclical to the prevailing market state.

The investment strategies summarised above represent the current intentions of the Fund. Depending on conditions and trends in the securities markets and the economy in general, different strategies or investment techniques may be pursued or employed, whether or not described in this Memorandum, subject to any applicable law or regulation. The discussion above includes and is based upon assumptions and opinions concerning financial markets and other matters, the accuracy of which cannot be assured. There can be no assurance that the investment strategies will achieve the investment objective.

Investment restrictions

The notional value of derivatives must not exceed 100% of the Net Asset Value of the Fund.

The value of long stock positions and the notional value of derivatives together must not exceed 150% of the Net Asset Value of the Fund.

The above restrictions will apply as at the date of the relevant transaction or commitment to invest. Changes in the portfolio of the Fund will not have to be effected merely because any of the limits set out above would be breached as a result of any appreciation or depreciation in value, changes in exchange rates or by reason of the receipt of any right, bonus or benefit in the nature of capital or of any scheme or arrangement for amalgamation, reconstruction or exchange or by reason of any other action affecting every holder of the relevant investment. However, no further relevant investments will be acquired until the limits are again complied with. In the event that any of the above restrictions are breached, the Investment Manager will take such steps as it considers appropriate to rectify the breach, taking due account of the interests of the Shareholders, but shall not be under any further liability in respect of the breach.

Leverage

When deemed appropriate, the Fund may employ leverage including, without limitation, through borrowing cash, securities and other instruments and entering into derivative transactions and repurchase agreements. The Fund may pledge assets as security for borrowings. The use of leverage by the Fund will increase the risk of an investment in the Fund. For the purposes of making investments, gross leverage (direct or indirect) shall not exceed 150% of the Net Asset Value of the Fund, which the Investment Manager believes is reasonable and prudent considering the circumstances.

The Fund may borrow for the purposes of satisfying Redemption Requests or paying expenses, if required.

Distribution Policy

It is not envisaged that any income or gains derived from its investments will be distributed by way of dividend. However, this does not preclude the Directors from declaring a dividend at any time in the future if they consider it appropriate to do so. If a dividend is declared, the Fund will distribute it in compliance with applicable law.

SPECIAL INVESTMENTS AND SPECIAL INVESTMENT SHARES

Special Investments

The Fund may, on a highly selective basis, invest in Special Investments. The Investment Manager may determine in its absolute discretion to designate any Investment held by the Fund as a Special Investment if it deems that such designation is appropriate to ensure the equitable allocation of returns to investors redeeming Participating Shares in the Fund and subscribing for new Participating Shares and/or as it deems necessary to ensure that a significant liquidity burden is not imposed on the Fund.

In respect of any investment which is determined to be a Special Investment, the Fund will issue a separate Class of Participating Shares (**Special Investment Shares**) representing a Shareholder's proportionate holding of the Special Investment. For the purpose of determining the Net Asset Value of Special Investment Shares issued in connection with the Special Investments, generally, Special Investments will be valued at the latest available value determined by the Directors and/or the Investment Manager as they consider appropriate.

Special Investment Shares

Participating Shares issued to each Shareholder may, without the consent of the Shareholder, be converted into Special Investment Shares. In considering the percentage of Participating Shares that have been converted to Special Investment Shares consideration will be given to any subscription and redemption of Participating Shares. However, where a conversion of Participating Shares into Special Investment Shares has taken place a subsequent redemption of Participating Shares shall not require a reduction in the number of Special Investment Shares actually held by the relevant Shareholder.

Where the Investment Manager determines that an existing investment of the Fund is a Special Investment, but such investment was not, at the time of making the investment, a Special Investment, the Directors may, without the consent of the Shareholder convert Participating Shares issued to each Shareholder into Special Investment Shares.

Unless otherwise determined by the Directors, in their sole discretion (after consultation with the Investment Manager), Special Investment Shares will be issued to Shareholders in proportion to that Shareholder's pro-rata interest in the Special Investment at such time as the Investment Manager determines an investment is a Special Investment, which in the case of unlisted securities will be on initial investment.

Special Investment Shares will be issued to Shareholders by the conversion (without seeking the consent of that Shareholder) of a portion of each Class of Participating Shares held by each Shareholder into a separate Class of Special Investment Shares on a pro-rata basis so as to ensure the each Shareholder is issued Special Investment Shares pro-rata to their interest in the Special Investment.

Special Investment Shares will be issued as a single Class in respect of each Class of Participating Shares being converted and in respect of each Special Investment, separate

Classes in respect of each different Class of Participating Shares being converted. Each Original Share will be converted into a Special Investment Share.

Special Investment Shares are not redeemable at the election of their holder. A holder of Special Investment Shares will continue to participate in the Special Investment to which they relate until the occurrence of a Realisation Event in respect of that Special Investment (even if that shareholder no longer holds Participating Shares of the Class from which those Special Investment Shares were originally converted). Upon the occurrence of a Realisation Event in respect of a Special Investment, the Fund will redeem, at the latest fair market value, all (or, in the event of a partial realisation, the relevant portion) of a Shareholder's Special Investment Shares attributable to that Special Investment. If the Shareholder still holds Participating Shares of the Class from which Special Investment Shares were originally converted, the Fund shall apply the redemption proceeds to purchase replacement Participating Shares of the applicable Class on the Shareholder's behalf. If the Shareholder no longer holds Participating Shares of the applicable Class, the Fund will pay the proceeds of the sale of the Special Investments less any fees and expenses attributed to such Special Investments to the Shareholder (subject to any applicable holdbacks or reserves).

Special Investment Shares do not have any voting rights. The Fund's Articles have been drafted in broad and flexible terms to allow the Directors to determine a number of issues in relation to Special Investment Shares, including how and when Management Fees will be charged, the manner of conversion of Participating Shares to Special Investment Shares and vice versa, the treatment of expenses and the valuation of Special Investments. However, the Directors will ensure the equitable treatment of all Shareholders.

Costs in respect of Special Investments

The costs incurred in respect of each Special Investment (other than any Performance Fee or Management Fee, which will be calculated and payable as set out below) will be allocated to the record of liabilities attributable to the Class of Participating Shares issued in respect of that Special Investment in accordance with the Articles.

To the extent that, from time to time, there are insufficient liquid assets attributable to that Class of Participating Shares to meet such costs, the Investment Manager may pay the costs incurred in respect of the Special Investment. Any such amount paid by the Investment Manager will be repayable to the Investment Manager out of the proceeds of any Realisation Event without interest, within fourteen (14) Business Days after that Realisation Event.

Fees in respect of Special Participating Shares

The Investment Manager (or such other persons as the Fund and the Investment Manager may agree from time to time) will receive a Management Fee in respect of any Special Investment Share, of an equivalent percentage and amount calculated in the same manner as the relevant Original Shares.

After the issue of each Special Investment Share, the Management Fee with respect to any Special Investment Share shall be accrued on a monthly basis at the same rate as that of the Original Share, and payable, without interest, within fourteen (14) days after a Realisation Event in respect of that Special Investment Share. This fee will be calculated with reference to the Net

Asset Value of Special Investment Shares at the time of their issuance in connection with the Special Investments.

Where there is a Realisation Event that liquidates part but not all of the Special Investments held by specific Special Investment Shares, a Management Fee shall be paid only on those Special Investment Shares that are to be redeemed or converted back to their Original Shares and any remaining Special Investment Shares shall continue to accrue Management Fee (as described in the previous paragraph) until they are redeemed or converted back to Participating Shares of the same Class as the Original Shares after a Realisation Event, whereupon payable, without interest, within fourteen (14) Business Days.

The Investment Manager (or such other persons as the Fund and the Investment Manager may agree from time to time) will be entitled to receive a Performance Fee at an equivalent rate to each Class of Original Share in respect of any Special Investment Share in issue subject to the Hurdle. When Participating Shares are converted into Special Investment Shares and on the subsequent redemption or conversion of the Special Investment Shares back into the Class of Original Shares a Performance Fee will be payable as though each such conversion date were the end of a Performance Period in accordance with the sub-section headed "Conversion of Participating Shares" under the section headed "Redemption and Transfer of Participating Shares" below. Accordingly, Shareholders will pay a Performance Fee in respect of the appreciation in the Net Asset Value of their Participating Shares above the Hurdle which are to be converted into Special Investment Shares immediately prior to such conversion and a Performance Fee in respect of the appreciation in the Net Asset Value of each Special Investment Share above the Hurdle following a Realisation Event in respect of that Special Investment.

CERTAIN RISK FACTORS

An investment in the Fund entails substantial risk. The nature of the investments of the Fund involves certain risks including, but not limited to, those listed below and the Investment Manager may utilise investment techniques which carry additional risks. Potential investors should carefully consider the following factors, among others, in determining whether an investment in the Fund is suitable for them:

Risks associated with the structure of the Fund

Absence of Regulatory Oversight. Although the Fund is registered under the Cayman Islands Mutual Funds Act (Revised), CIMA has not reviewed or approved this Memorandum. The registration does not involve a detailed examination of the merits of the Fund or substantive supervision of the investment performance of the Fund by the Cayman Islands government or CIMA. There is no financial obligation or compensation scheme imposed on or by the government of the Cayman Islands in favour of or available to the investors in the Fund. In addition, the Fund is not required to, nor does it intend to, register under the laws of any other jurisdiction. As a consequence, the securities laws of other jurisdictions (which may provide certain regulatory safeguards to investors) generally will not apply. Accordingly Shareholders may not have the benefit of all the protections afforded to them by the securities laws of their home jurisdiction or other relevant jurisdictions.

Business and Regulatory Risks of Investment Funds. Legal, tax and regulatory changes during the term of the Fund may adversely affect it. The regulatory environment for hedge funds is evolving. Changes in the regulation of hedge funds may adversely affect the value of the Fund's investments. They may also adversely affect the Fund's ability to obtain the leverage it might otherwise have obtained or to pursue its trading strategies. In addition, securities and futures markets are subject to comprehensive statutes, regulations and margin requirements. Regulators and self-regulating organisations and exchanges are authorised to take extraordinary actions in cases of market emergencies. The regulation of derivative transactions and funds that engage in those transactions is an evolving area of law and is subject to modification by government and judicial actions. The effect of any future regulatory change on the Fund could be substantial and adverse.

Cross Class Liability. Separate records will be established in the books of the Fund for each Class for the purpose of allocating assets and liabilities of the Fund to the relevant Class. However, if the liabilities attributable to a Class exceed its assets, creditors of the Fund may have recourse to the assets attributable to other Classes.

Dependence on Key Personnel. The investment performance of the Fund will be substantially dependent on the expertise of the Investment Manager, its principals and employees. In particular, the departure for any reason of the key individuals who will be primarily responsible for managing the investment of the assets of the Fund may have a materially adverse effect on the performance of the Fund.

Dividends and Distributions. The Fund does not intend to pay dividends or other distributions to Shareholders, but intends instead to reinvest the Fund's income and gain. Accordingly, an

investment in the Fund may not be suitable for investors seeking current returns for financial or tax planning purposes. The Fund does however reserve the right to declare and pay dividends to Shareholders.

Illiquidity of Participating Shares. It is not anticipated that there will be an active secondary market for the Participating Shares and it is not expected that such a market will develop. Participating Shares are not transferable without the approval of the Directors. Consequently, Shareholders may not be able to dispose of their Participating Shares except by means of redemption. Redemptions may be suspended in certain circumstances. The Fund may effect redemptions in specie or may establish a liquidating trust, account or entity to hold the relevant investments until they are liquidated at a later date. As such, a Shareholder may not receive cash proceeds on redemption or in the event that the Fund is terminated or may not receive cash proceeds in a timely manner.

In-kind Distributions. The value of securities distributed may increase or decrease before the securities can be sold and the redeeming Shareholder will incur transaction costs in connection with the sale of those securities. Additionally, securities distributed to a Shareholder in connection with a redemption may not be readily marketable. In those circumstances, the investor bears the risk of loss and delay in liquidating those securities, with the result that it may ultimately receive less cash than it would otherwise have received if it had been paid in cash alone for its Participating Shares on the date of redemption.

Investments in Special Investments. From time to time, a significant portion of the Fund's investments may be invested in Special Investments which are illiquid or restricted investments. The Fund may be contractually prohibited from disposing of such Special Investment for a specified period of time. Further, under adverse market or economic conditions or in the event of adverse changes in the financial condition of the issuer, the Fund may find it more difficult to sell such securities and/or instruments when the Investment Manager believes it advisable to do so or may be able to sell such securities and/or instruments only at prices lower than if the securities and/or instruments were more widely held. In such circumstances, the Fund will have difficulty in valuing its investment in the Special Investment.

There may be no market for such Special Investment or for a substantial percentage of such Special Investment. To the extent there is a market for such Special Investment, the market will be limited to a narrow range of potential counterparties, which could prevent the Fund from liquidating unfavourable positions promptly and subject it to substantial losses. Further, Special Investment Shares are not redeemable until they are converted back into Participating Shares of the relevant Series upon a Realisation Event.

Lack of operating history. The Fund is a newly formed entity. As such, there is no operating history that a prospective investor can evaluate before making an investment in the Fund. The investment results of the Fund are reliant upon the success of the Investment Manager and no guarantee or representation is made in this regard. There can be no assurance that the Fund will achieve its investment objective.

Limited Rights of Holders of Participating Shares. An investment in the Fund should be regarded as a passive investment. Shareholders have no right to participate in the day-to-day operations of the Fund, nor are they entitled to receive notice of, attend or vote at general meetings of the Fund, other than a general meeting to vote on a proposed variation of the rights

attaching to their Participating Shares. Consequently, they have no control over the management of the Fund or over the appointment and removal of its Directors and service providers. As holder of the Management Shares, the Investment Manager controls all of the voting interests in the Fund, other than in respect of a proposal to vary the rights attaching to the Participating Shares. Consequently, the holder of the Management Shares may make any changes to the Articles that it considers appropriate, including increasing the share capital, consolidating the shares and sub-dividing the shares. Only the Investment Manager can appoint and remove the Directors of the Fund and, in turn, only the Directors can terminate the services of the service providers to the Fund, including the Investment Manager.

No Separate Counsel; No Independent Verification. Ogier acts as legal counsel to the Investment Manager and the Fund as to matters of Cayman Islands laws. The Directors and the Fund do not have counsel separate and independent from counsel to the Investment Manager. Ogier does not represent investors in the Fund, and no independent counsel has been retained to act on behalf of the Shareholders or any Directors. Ogier is not responsible for any acts or omissions of the Investment Manager, the Fund (including their compliance with any guidelines, policies, restrictions or applicable law, or the selection, suitability or advisability of their investment activities) or any administrator, accountant, custodian/prime broker or other service provider to the Investment Manager or the Fund. This Memorandum is based on information furnished by the Directors and Investment Manager. Ogier has not independently verified that information.

Possible Effect of Substantial Redemptions. Substantial redemptions by one or more investors in the Fund at any one time could require the Fund to liquidate its positions more rapidly than otherwise desired in order to raise the cash necessary to fund those redemptions. The Fund may find it difficult to liquidate its positions on favourable terms in such a situation, possibly reducing the value of the Fund's assets and/or disrupting the investment strategies. The Fund is permitted to borrow for the purposes of redeeming Participating Shares and may pledge assets as collateral security for the repayment of that borrowing. In such circumstances, the continuing Shareholders will bear the cost and risk of any such borrowing.

Receipt of Non-public Information. From time to time, the Investment Manager may come into possession of non-public information concerning specific companies although internal structures are in place to prevent the receipt of such information. Under applicable securities laws, this may limit the Investment Manager's flexibility to buy or sell portfolio securities issued by such companies which may have an impact on the investment strategies of the Fund.

Side Letters. From time to time the Fund may enter into agreements (**Side Letters**) with certain prospective or existing holders of Participating Shares, under which those holders receive advantages not appearing in this Memorandum. A Side Letter with a prospective or existing Shareholder may, for example give that Shareholder: (i) special rights to make future investments in the Fund, other investment vehicles or managed accounts; (ii) special redemption rights relating to frequency, period of notice, redemption fees payable (whether in the form of a reduction or rebate) or other terms, or any combination of these; (iii) rights to receive reports from the Fund on a more frequent basis or that include information not provided to other Shareholders (including, without limitation, more detailed information regarding portfolio positions); and (iv) such other rights as may be negotiated by the Fund and that Shareholder.

The terms of any Side Letters are in the sole discretion of the Fund. They may be based on amongst other things: (i) the size of the Shareholder's investment in the Fund; (ii) an undertaking by the Shareholder to maintain its investment in the Fund for a significant period of time; or (iii) some other similar undertaking by the Shareholder to the Fund.

Special Investment Shares - Fees. Performance Fees in respect of each Special Investment are calculated and payable on a discrete, investment by investment basis. It is therefore possible that a Shareholder may pay a Performance Fee in respect of one particular Special Investment although other Special Investments that Shareholder was exposed to did not result in any appreciation in the Net Asset Value of the relevant Special Investment Shares or resulted in a loss in Net Asset Value of those Special Investment Shares. Accordingly, the Performance Fee payable by the Shareholder on all of their Participating Shares, including those converted to Special Investment Shares and those not converted, may be higher than the rate of Performance Fee chargeable in respect of any one particular Participating Share.

Valuation of the Investments. Valuation of the securities and other investments of the Fund may involve uncertainties and judgmental determinations. If a valuation is incorrect, the Net Asset Value per Share may be adversely affected. Independent pricing information about some of the securities and other investments of the Fund may not always be available.

If the value assigned to an investment differs from its actual value, the Net Asset Value per Share may be either understated or overstated to the extent of that difference. Consequently, if the actual value of some of the securities and other investments of the Fund is higher than the value assigned to them, a Shareholder who redeems all or part of its Participating Shares while they are so undervalued may be paid less than if they were correctly valued. Conversely, if the actual value of some of the securities and other investments of the Fund is lower than the value assigned to them, the Shareholder may, in effect, be overpaid.

Furthermore, an investment in the Fund by a new Shareholder (or an additional investment by an existing Shareholder) may dilute the value of the investments of the Fund for the other Shareholders if those investments are undervalued. Conversely, a new Shareholder (or an existing Shareholder who makes an additional investment) could pay too much if the Fund's investments are overvalued by the Fund. If either of these scenarios happens, the Fund does not intend to adjust the Net Asset Value per Share retroactively.

Additionally, as the fees of a number of the service providers to the Fund are tied to the Net Asset Value, any discrepancy in valuation may result in overpayment or underpayment to those service providers.

None of the Fund, the Directors or the Administrator will be liable if a price or valuation used in good faith in connection with any of the above procedures, later proves to be incorrect or inaccurate.

Risks Associated with the Investment Strategies

Availability of Investment Opportunities. The activity of identifying, completing and realising on attractive investments involves a high degree of uncertainty. There can be no assurance that the Investment Manager will be able to locate and complete investments which satisfy the investment objective of the Fund or that the Investment Manager will be able to invest fully the subscribed

capital of the Fund in a manner consistent with the investment strategy. The Investment Manager competes with other investment funds and market participants (such as public or private investment funds and the proprietary desks of investment banks) for investment opportunities. The number of such investment funds and market participants and the scale of the assets managed by such entities is increasing. Such competitors may be substantially larger and have considerably greater financial, technical and marketing resources than are available to the Investment Manager or they may also have a lower cost of capital and access to funding sources that are not available in respect of the Fund, which may create competitive disadvantages with respect to investment opportunities. The net effect of these developments may be to reduce the opportunities available for the Investment Manager to generate returns and/or reduce the quantum of these returns. Historic opportunities for some or all investment fund strategies may be eroded over time whilst structural and/or cyclical factors may reduce investment opportunities for the Investment Manager temporarily or permanently reducing the potential returns of the Fund.

Borrowing. The Fund is permitted to finance its operations with secured and unsecured borrowing to the maximum extent allowable under applicable credit regulations. Like other forms of leverage, the use of borrowing can enhance the risk of capital loss in the event of adverse changes in the level of market prices of the assets being financed with the borrowings. The Fund may leverage in order to facilitate redemptions.

Concentration of Investments. Although the Investment Manager will follow a general policy of seeking to spread the assets of the Fund among a number of investments, the Investment Manager may depart from such policy from time to time and may hold a few, relatively large securities positions in relation to the value of the Fund. The result of such concentration of investments is that a loss in any such position could materially reduce the value of the Fund.

Currency Fluctuations and Convertibility. The Fund may invest a significant portion of its assets in securities denominated in currencies other than the US Dollar, whereas the Participating Shares are denominated in US Dollars. The Fund will be subject to currency market risks associated with fluctuations in the value of the foreign currencies in which its investments are denominated. Dramatic fluctuations in the value of a country's currency could have an adverse impact on the profitability of the Fund. To the extent that the US Dollar, appreciates relative to these currencies, the US Dollar value of these investments is likely to be adversely affected. In addition, if the currency in which the Fund receives dividends, interest or other types of payments (such as liquidating payments) declines in value against the US Dollar before such payments are distributed, the US Dollar value of these payments could be adversely affected if not sufficiently hedged. Furthermore, the ability of the Fund and companies in which it invests to convert freely between the US Dollar and the local currencies may be restricted or limited and, in a number of instances, exchange rates and currency conversion are controlled directly or indirectly by governments or related entities. The Fund may, but generally does not intend to, hedge any such currency risk.

Derivative Instruments. Although the Investment Manager intends to invest primarily in equities, the Investment Manager may use various derivative instruments, including futures, options, forward contracts, swaps and other derivatives. These may be volatile and speculative. Certain positions may be subject to wide and sudden fluctuations in market value, with a resulting

fluctuation in the amount of profits and losses. Using derivative instruments has various risks. These include the following:

- *Tracking* - When used for hedging purposes, an imperfect or variable degree of correlation between price movements of the derivative instrument and the underlying investment sought to be hedged may prevent the Investment Manager from achieving the intended hedging effect or may expose the portfolio to the risk of loss.
- *Liquidity* - Derivative instruments, especially when traded in large amounts, may not always be liquid. Hence in volatile markets, the Investment Manager may not be able to close out a position without incurring a loss. In addition, exchanges on which the Investment Manager conducts its transactions in certain derivative instruments may have daily limits on price fluctuations and speculative positions limits. These limits may prevent the Investment Manager from liquidating positions promptly, thereby subjecting the portfolio to the potential of greater losses.
- *Leverage* - Trading in derivative instruments can result in large amounts of leverage. The leverage offered by trading in derivative instruments may magnify the gains and losses experienced by the Fund. This could subject the Fund's net asset value to wider fluctuations than would be the case if the Investment Manager did not use the leverage feature in derivative instruments.
- *Over-the-Counter Trading* - Derivative instruments that may be purchased or sold for the portfolio may include instruments not traded on an exchange. Over-the-counter options, unlike exchange-traded options, are two-party contracts with price and other terms negotiated by the buyer and seller. The risk of non-performance by the obligor on an over-the-counter instrument may be greater, and the ease with which the Investment Manager can dispose of or enter into closing transactions with respect to such an instrument may be less, than in the case of an exchange-traded instrument. In addition, significant disparities may exist between "bid" and "ask" prices for derivative instruments that are not traded on an exchange. Derivative instruments not traded on exchanges are also not subject to the same type of government regulation as exchange-traded instruments, and many of the protections afforded to participants in a regulated environment may not be available in connection with those instruments.

Economic Conditions. Changes in economic conditions, including, for example, interest rates, inflation rates, employment conditions, competition, technological developments, political and diplomatic events and trends, and tax laws can affect substantially and adversely the business and prospects of the Fund. None of these conditions are within the control of the Investment Manager and no assurances can be given that the Investment Manager will anticipate these developments.

Equity Securities. The Fund intends to invest primarily in equity securities. The value of these securities generally will vary with the performance of the issuer and movements in the equity markets. As a result, the Fund may suffer losses if the Fund invests in equity instruments of issuers whose performance diverges from the Investment Manager's expectations or if equity markets generally move in a single direction and the Investment Manager has not hedged against such a general move. The Fund also may be exposed to risks that issuers will not fulfil 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.

Investment Flexibility. The Fund has broad and flexible investment authority. In particular, the Fund is not required to invest any particular percentage of its portfolio in any type of investment, sector or country, and the amount of the Fund's portfolio which is invested in any type of investment or which is weighted in different countries or different sectors can change at any time based on the availability of attractive market opportunities. Accordingly, at any time, the Fund may have significant investments in strategies, sectors, countries or instruments not specifically described herein and which therefore present risks which are not specifically described herein.

Liquidity. Under certain conditions liquidity of a particular market or security may be restricted, thus affecting the performance of the Fund. Lack of liquidity or market depth can affect the valuation of the Fund's assets as it looks to realise securities at quoted prices.

Market Risk. Any investment made in a specific group of securities is exposed to the universal risks of the securities market. However, there can be no guarantee that losses equivalent to or greater than the overall market will not be incurred as a result of investing in such securities.

New issues trading. The Fund will trade in "new issues" (initial public offerings of equity securities). Certain Shareholders will be limited, under applicable Financial Industry Regulatory Authority (**FINRA**) rules, from participating in the profits and losses generated by "new issues". In addition, the Fund may limit the participation of certain Shareholders in "new issues" to an extent not required by FINRA. Shareholders who are not restricted may receive "new issue" allocations disproportionate to such Shareholders' respective proportionate Participating Shares, and those Shareholders that are restricted from participating in "new issues" will not be compensated in any respect for their capital being used to acquire "new issues".

Speculative Nature of Certain Investments. Certain investments by the Fund may be regarded as speculative in nature and involve increased levels of investment risk. An inherent part of a strategy may be to identify securities which are undervalued by the marketplace. Success of such strategy necessarily depends upon the market eventually recognising such value in the price of the security, which may not necessarily occur. Equity positions, including initial public offerings, may involve highly speculative securities.

Overall Investment Risk. All securities investments risk the loss of capital. The nature of the securities to be purchased and traded by the Investment Manager and the investment techniques and strategies to be employed in an effort to increase profits may increase this risk. While the Investment Manager will devote its best efforts to the management of the portfolio of the Fund, there can be no assurance that the Fund will not suffer losses. Many unforeseeable events, including actions by various government agencies, and domestic and international political events, may cause sharp market fluctuations. Changes in the macroeconomic environment, including, for example, interest rates, inflation rates, industry conditions, competition, technological developments, political events and trends, changes to tax laws, currency exchange rates, regulatory policy, employment and consumer demand and innumerable other factors, can substantially and adversely affect the performance of an investment of the Fund. None of these conditions will be within the control of the Investment Manager.

Prime Broker and Custodian. Legal and beneficial title to assets of the Fund may be transferred to each Prime Broker and custodian appointed in respect of the Fund. In relation to the right to the return of assets equivalent to those of the investments which any Prime Broker and custodian borrows, lends, charges, takes legal and beneficial ownership of or otherwise uses for its own purposes, the Fund will rank as one of the unsecured creditors of the Prime Broker and custodian. In the event of the insolvency of such Prime Broker and custodian the Fund might not be able to recover such equivalent assets in full. The insolvency of a Prime Broker and custodian might also make it difficult for the Investment Manager to transfer and utilise assets held with the relevant Prime Broker and custodian and thus cause severe disruption to the trading of the portfolio of the Fund. This may be the case even when assets are clearly identified as belonging to the Fund.

In addition, cash held with a Prime Broker and custodian may not be treated as client money and accordingly will not be segregated from the relevant Prime Broker and custodian's own cash and will be used by it in the course of its investment business. The Fund will rank as an unsecured creditor in relation to such cash.

The assets of the Fund may be held in one or more accounts maintained for the Fund by prime brokers, custodian(s) or at other brokers, which may be located in various jurisdictions. Such local brokers and any prime brokers, as brokerage firms or commercial banks, are subject to various laws and regulations in various jurisdictions that are designed to protect their customers in the event of their insolvency. However, the practical effect of these laws and their application to the assets of the Fund are subject to substantial limitations and uncertainties. Because of the large number of entities and jurisdictions involved and the range of possible factual scenarios involving the insolvency of a prime broker, a custodian or any of its sub-custodians, agents or affiliates, or a local broker, it is impossible to generalise about the effect of their insolvency on the Fund and its assets. Investors should assume that the insolvency of any prime broker, custodian or such other service providers would result in a loss to the Fund, which could be material.

Repurchase and Reverse-Repurchase Agreements. The Investment Manager may use repurchase and reverse-repurchase agreements, which involve certain risks. For example, if the seller of securities under a repurchase agreement defaults on its obligation to repurchase the underlying securities, as a result of its bankruptcy or otherwise, the Investment Manager will seek to dispose of such securities, which action could involve costs or delays. If the seller becomes insolvent and subject to liquidation or reorganisation under applicable bankruptcy or other laws, the Investment Manager's ability to dispose of the underlying securities may be restricted. Finally, it is possible that the Investment Manager may not be able to substantiate the Fund's interest in the underlying securities. If the seller fails to repurchase the securities, the Fund may suffer a loss to the extent proceeds from the sale of the underlying securities are less than the repurchase price. Similar elements of risk arise in the event of the bankruptcy or insolvency of the buyer.

Risk Management. The Investment Manager intends to apply a risk management approach that it believes is appropriate for the Fund. The application of any risk management approach involves numerous judgments and qualitative assessments. No risk management system is fail-safe, and no assurance can be given that the Fund's risk control framework will achieve its objectives. From time to time, without notice to the investors, the Investment Manager may modify or change the Fund's risk management system and procedures.

Risks of Executing Investment Strategies. The Investment Manager will invest in a number of securities and obligations that entail substantial inherent risks. Although the Investment Manager will attempt to manage those risks through careful research, ongoing monitoring of investments and appropriate hedging techniques, there can be no assurance that the securities and other instruments purchased by the Investment Manager will in fact increase in value or that Fund will not incur significant losses.

Risk of Government Intervention. The instruments and strategies in which the Fund may trade or invest are subject to certain risks arising from government regulation of or intervention in the relevant capital markets, through regulation of their local markets, restrictions on investments by foreigners or limits on the flows investment funds or risk of government expropriation of the assets of the companies in which the Fund holds interests. Regulatory intervention could also materially affect the ability of the Fund to give effect to its investment strategies, either temporarily or permanently. Such regulation or intervention could adversely affect the Fund's performance.

Securities of Small Capitalisation Companies. Investments in companies with small capitalisation involve greater risk than is customarily associated with larger, more established companies. These companies often have sales and earnings growth rates that exceed those of large companies. Such growth rates may in turn be reflected in more rapid share price appreciation. However, smaller companies often have limited product lines, markets or financial resources and they may be dependent upon one-person management. Securities in these companies may have limited marketability and may be subject to more abrupt or erratic movements in price than securities of larger companies or the market averages in general.

Conflicts of interest

The Directors, the Investment Manager, the Administrator, any Prime Broker, and or custodian broker and their respective directors, officers and employees appointed by or in respect of the Fund may, from time to time, act as director, promoter, manager, investment manager, investment adviser, registrar, administrator, transfer agent, trustee, custodian, broker, distributor or placing agent to, or be otherwise involved in, other collective investment schemes which have similar investment objectives to those of the Fund. Similarly, one or more of them may provide discretionary fund management or ancillary administration, custodian or brokerage services to investors with similar investment objectives to those of the Fund. Consequently, any of them may, in the course of their business, have potential conflicts of interests with the Fund. Each will at all times have regard to its obligations to the Fund and/or the Shareholders and will endeavour to resolve such conflicts fairly.

Investment Manager

The Investment Manager is engaged in the business of discretionary investment management and advising clients, which may include other investment vehicles, in the purchase and sale of securities and financial instruments. In managing other clients assets or advising other clients, the Investment Manager may use the information and trading strategies which it obtains, produces or utilises in the performance of services for the Fund.

The Investment Manager may have conflicts of interest in managing the portfolio of the Fund because its compensation for managing and/or advising other investment vehicles or accounts

may exceed its compensation for managing the portfolio of the Fund, thus providing an incentive to prefer such other investment vehicles or accounts. Moreover, if the Investment Manager makes trading decisions in respect of such investment vehicles or accounts and in respect of the Fund at or about the same time, the Fund may be competing with such other investment funds or accounts for the same or similar positions. The Investment Manager will endeavour to allocate all investment opportunities on a fair and equitable basis between the Fund and those other investment vehicles and accounts.

The Investment Manager and/or any of its associates may invest, directly or indirectly, in assets which may also be purchased or sold by the Fund. Neither the Investment Manager nor any of its associates shall be under any obligation to account to the Fund in respect of (or share with the Fund or inform the Fund of) any such transaction or any benefit received by any of them from any such transaction.

The Fund has been established and promoted at the request of the Investment Manager. Accordingly the selection of the Investment Manager and the terms of its appointment, including the fees and compensation payable under the Investment Management Agreement, are not the result of arms-length negotiations. However, the Directors believe that such fees and compensation are consistent with normal market rates for investment funds of a similar type to the Fund.

Pursuant to the Fund's NAV Calculation Policy, the Investment Manager may, in certain circumstances detailed therein, be required to provide input or advice to the Administrator in valuing the Fund's securities, which may affect the Management Fee and Performance Fee payable to the Investment Manager (or such other persons as the Fund and the Investment Manager may agree from time to time) and thereby create an incentive for the Investment Manager to provide inaccurate or biased assessments as regards the value of the Fund's assets. The Investment Manager (or such other persons as the Fund and the Investment Manager may agree from time to time) is entitled to receive a Performance Fee, based upon the Net Asset Value appreciation, if any, of Participating Shares, as more particularly described in the section headed "Fees and Expenses – Performance Fee". The Performance Fee may create an incentive for the Investment Manager to make investments that are riskier or more speculative than would be the case if such arrangement were not in effect. In addition, because the Performance Fee is calculated on a basis which includes unrealised appreciation of the assets of the Fund, it may be greater than if such compensation were based solely on realised gains.

Directors

At all times so far as practicable the Directors will have regard to their obligations to act in the best interests of the Fund and will seek to ensure that any conflict of interest is resolved fairly.

A Director who is not a staff member or connected person of the Investment Manager may be a party to, or otherwise interested in, any transaction or arrangement with the Fund or in which the Fund is otherwise interested. The Director will not be liable to account to the Fund for any profit he derives from such a transaction or arrangement provided the nature and extent of any material interest has been disclosed to the other Directors.

A Director who has an interest in any particular business to be considered at a meeting of the Directors may be counted for the purpose of determining whether the meeting is duly constituted and may vote at such meeting provided that the interest has been disclosed.

Save as disclosed in this Memorandum, no Director has any interest, direct or indirect, in the promotion of, or in any assets which are proposed to be acquired, disposed of by or leased to, the Fund. Save as disclosed in this Memorandum, no Director has a material interest in any contract or arrangement entered into by the Fund which is unusual in nature or conditions or significant in relation to the business of the Fund, nor has any Director had such an interest since the Fund were incorporated.

Soft dollar arrangements

The Investment Manager may receive goods or services from a broker or a dealer in consideration of directing transaction business for the account of the Fund to such broker or dealer provided that: (i) the goods or services are of demonstrable benefit to the Fund; (ii) the transaction execution is consistent with best execution standards and brokerage rates are not in excess of customary full service brokerage rates; (iii) the Fund has consented in writing to the receipt of the goods and services which is in compliance with all applicable requirements of the any codes and guidelines issued by the SFC from time to time; and (iv) disclosure is made of the licensed or registered Investment Manager's practices for receiving the goods and services, including a description of the goods and services received.

Goods and services may include research and advisory services, economic and political analysis, portfolio analysis (including valuation and performance measurement), market analysis, data and quotation services, clearing and custodian services and investment-related publications. The goods and services which the Investment Manager receives will not include any goods and services prohibited from time to time by any code or guidelines issued by any relevant regulatory authority.

The Fund may be deemed to be paying for these services with "soft" dollars. Although the Investment Manager believes that the Fund will demonstrably benefit from the services obtained with "soft" dollars generated by trades, the Fund does not benefit from all of these "soft" dollar services. The Investment Manager and other accounts managed by the Investment Manager or its affiliates also derive substantial direct or indirect benefits from these services, particularly to the extent that the Investment Manager uses "soft" dollars to pay for expenses the Investment Manager would otherwise be required to pay itself.

The Investment Manager intends generally to consider the amount and nature of research, execution and other services provided by brokers, as well as the extent to which such services are relied on, and attempt to allocate a portion of its brokerage business on the basis of that consideration. The investment information received from brokers, however, may be used by the Investment Manager and its affiliates in servicing other accounts and not all such information may be used by the Investment Manager in connection with the Fund. The Investment Manager believes that such an allocation of brokerage business may help to obtain research and execution capabilities and provides other benefits to the Fund.

The relationships with brokerage firms that provide "soft" dollar services to the Investment Manager may influence the Investment Manager's judgement in allocating brokerage business

and create a conflict of interest in using the services of those broker-dealers to execute brokerage transactions. The brokerage commissions paid to those firms, will not, however, differ materially from, nor will they be in excess of, customary full brokerage commissions payable to other firms for comparable services.

The Investment Manager may in the provision of its services in respect of the Fund receive and retain cash or money rebates from any broker or dealer provided that: (i) the Fund has consented in writing to the retention of rebates which is in compliance with all applicable requirements of the any codes and guidelines issued by the SFC from time to time; (ii) brokerage rates are not in excess of customary full-service brokerage rates; and (iii) disclosure of the rebates and their approximate value is made to the client.

This list of risk factors does not purport to be complete. Nor does it purport to be an entire explanation of the risks involved in an investment in the Fund. A potential investor should read this Memorandum in its entirety as well as consult with its own legal, tax and financial advisers before deciding to invest in the Fund.

MANAGEMENT AND ADMINISTRATION

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 responsibility for making day-to-day investment decisions to the Investment Manager pursuant to the Investment Management Agreement and responsibility for day-to-day administrative functions to the Administrator pursuant to the Administration Agreement. The Directors will periodically review the operations and investment performance of the Fund.

The current Directors are:

- **Zhong Wei (John) Qiu.** John is the founder and Chief Investment Officer of Orlog Capital. Prior to establishing Orlog, John spent six years as Research Director at Overlook Investments investing in Asian equities. Before Overlook, John spent five years at Orbis Australia (since renamed Allan Gray Australia) as an investment analyst researching Australian equities under the guidance of the late Simon Marais. He is experienced in global equity investments from decades of helping manage his family office assets. A substantial portion of these family office assets will now be managed via the Orlog fund. John graduated from Melbourne University in 2006 with a Bachelor of Science (Biochemistry & Molecular Biology) and Bachelor of Commerce (Finance).
- **Ben Gillooly.** Ben is a Director of Ogier Global (Cayman) Limited and has over 15 years' experience in the investment funds and asset management industry advising major financial institutions, hedge fund managers and their onshore counsel in a wide range of jurisdictions. Prior to joining Ogier in the Cayman Islands Ben worked with another international law firm in the Cayman Islands and Hong Kong, as well as being a vice president with Deutsche Asset Management in Hong Kong in their alternative investment services division. Ben was admitted as an attorney in the Cayman Islands in 2005 and is a member of both the Cayman Islands Legal Practitioners Association. Ben is also registered as a director with the Cayman Islands Monetary Authority and is an Accredited Director of the Chartered Secretaries of Canada. Ben read law at Trinity College, Dublin and received his LL.B. (Hons) in 2001.

The Articles do not stipulate a retirement age for the Directors nor do they provide for retirement of the Directors by rotation. There is no shareholding qualification for the Directors.

The Articles provide that no Director or other officer of the Fund will be liable for any loss, damage or misfortune whatsoever which may arise from or in relation to the execution or discharge of his or her duties unless due to his or her own gross negligence or wilful default. Each Director and other officer of the Fund is entitled to be indemnified out of the assets of the Fund against all actions, proceedings, costs, charges, expenses, losses, damages or liabilities (including, without limitation, any costs, expenses, losses or liabilities incurred in defending any proceedings) of whatsoever nature and howsoever arising, incurred or sustained by him or her,

otherwise than by reason of his or her own gross negligence or wilful default, in the performance of his or her duties.

For the purposes of this Memorandum, the address of all the Directors is the registered office of the Fund.

Investment Manager

The Fund has appointed SilkyWater Asset Management Limited to provide asset management services in respect of the Fund pursuant to the Investment Management Agreement. The Investment Manager is a company incorporated with limited liability in Hong Kong.

The Investment Manager is licensed for type 4 (advising on securities) and type 9 (asset management) regulated activities by the SFC under the SFO with CE number BPV723.

Pursuant to the Investment Manager's SFC license, the Investment Manager (a) shall only provide services to professional investors. The term "professional investor" is as defined in the SFO and its subsidiary legislation; and (b) shall not hold client assets. The terms "hold" and "client assets" are as defined under the SFO.

Pursuant to the Investment Management Agreement, the Investment Manager has full discretion and authority to manage, invest and reinvest the assets of the Fund in pursuit of the investment objective and in accordance with the investment strategies and restrictions described in this Memorandum. The Investment Manager may delegate any of its powers under the Management Agreement to any other person or persons as the Manager considers appropriate.

The key personnel of the Investment Manager in relation to the Fund whom may be contacted by the Shareholders is Mr. Zhong Wei (John) Qiu (whose biography is set out above). Mr. Qiu is an employee of the Investment Manager and an SFC Approved Person in respect of the management of the Fund:

The Investment Management Agreement provides that in the absence of gross negligence (as defined in the Investment Management Agreement), wilful default or fraud, the Investment Manager shall not be liable for any loss or damage arising out of the performance of its obligations and duties under the Investment Management Agreement. The Investment Management Agreement provides further that the Fund shall indemnify the Investment Manager and each of its directors, officers and employees for any and all liabilities, obligations, losses, damages, suits and expenses which may be incurred by or asserted against the Investment Manager or any of its directors, officers and employees in the performance of any obligation or duty under the Investment Management Agreement unless such liability, obligation, loss, damage, suit or expense arises out of or in connection with the gross negligence, wilful default or fraud of the person seeking to rely on the indemnity.

The Investment Management Agreement may be terminated by any party on 90 days' written notice and in certain circumstances may be terminated immediately. The Investment Management Agreement is governed by the laws of the Cayman Islands.

Address: Suite 1302, 13/F, 168 Queens Road, Central, Hong Kong

Telephone Number: 96236172

Email: invest@orlogcapital.com

Contact Person(s): Zhong Wei (John) Qiu

Position: Principal

Administrator

Bolder Fund Services (Singapore) Pte. Ltd., has been appointed as the administrator of the Fund specified in the Administration Agreement entered into between the Fund and the Administrator.

In accordance with the Administration Agreement, the Administrator provides the following administrative services (under the ultimate supervision of the Fund) including: (i) processing of subscription, redemption and transfer of Participating Shares (where applicable), (ii) maintenance of the Fund's Register of Shareholders, (iii) determining the Net Asset Value of the Fund and Net Asset Value per Share; (iv) performing Cayman Islands anti-money laundering procedures in respect of Shareholders and prospective Shareholders (provided that the Fund shall ultimately be responsible for ensuring appropriate compliance with all relevant anti-money laundering obligations); and (v) performing such other services as may be agreed in connection with the administration of the Fund.

The Administrator is not responsible in any circumstances for the appointment of the Investment Manager and any custodian.

Under the terms of the Administration Agreement, the Administrator shall not be liable for any damages, losses, claims, proceedings, demands, liabilities, costs or expenses whatsoever (**Losses**) suffered or incurred by the Fund or any Shareholders or former Shareholders at any time from any cause whatsoever unless arising directly as a result of wilful intent or gross negligence, of the Administrator or that of any of its directors, officers or employees and agents, as the case may be.

For the purpose of calculating Net Asset Value, the Administrator may rely (without further inquiry) on information supplied to it by or on behalf of the Fund, the Investment Manager, any Prime Broker and custodian or another service provider. The Administrator shall not be liable for any loss suffered by the Fund or any Shareholder by reason of any error in the calculation of the Net Asset Value resulting from any inaccuracy in any such information.

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

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

The Administrator is entitled to appoint delegates to perform in whole or in part the services it provides to the Fund under the Administration Agreement. The Administrator may only delegate performance of the services provided to the Fund to a non-affiliated entity with the consent of the

Fund. The Administrator shall not be liable for any loss occasioned by any such delegate appointed pursuant to the Administration Agreement with the consent of the Fund provided that the Administrator has exercised reasonable skill and care in the selection of that delegate. However, where the Administrator delegates the services provided under the terms of the Administration Agreement to an Affiliate (as defined in the Administration Agreement), the Administrator shall remain liable for any loss caused by such Affiliate but only to the extent that it would have been liable for such loss under the Administration Agreement if such loss were caused by the Administrator itself.

The Fund has agreed to indemnify and hold harmless the Administrator, for itself and as trustee for each of its directors, officers, employees and agents, against all Losses which they or any of them may incur or be subject to in consequence of the Administration Agreement or as a result of the performance of the services to be provided thereunder, except to the extent that the same arise as a result of wilful intent or gross negligence of the party seeking such indemnity.

The maximum aggregate liability of the Administrator and the other indemnified persons under the Administration Agreement is limited to an amount not exceeding three (3) times the fees paid to the Administrator for its services; (a) in the twelve (12) month period prior to termination of the Administration Agreement; or (b) in the twelve (12) month period prior to the finding of liability by the courts of the Cayman Islands, whichever is greater. However, no such cap on liability applies if liability is found to arise from actual fraud.

In addition, the Administrator and the other indemnified persons under the Administration Agreement are entitled to receive regular advances from the Fund to cover the cost of defending proceedings claims and demands. However, all such advances will be repaid to the Fund if a court of the Cayman Islands determines that there is no entitlement to indemnification.

The Administration Agreement can be terminated by either party on not less than ninety (90) days' written notice, subject to an initial term of one (1) year or in the other circumstances detailed in the Administration Agreement.

FEES AND EXPENSES

Fees payable to the Investment Manager

Management Fee

The Fund will pay the Investment Manager (or such other persons as the Fund and the Investment Manager may agree from time to time) a Management Fee in respect of each Series of Class B Shares in issue as outlined below. No Management Fee is payable in respect of the Class A Shares.

Management Fee in respect of Class B Shares

The Management Fee payable in respect of each Series of Class B Shares is equal to one twelfth (1/12) of one point five per cent (1.5%) per month of the Net Asset Value of each Series of Class B Shares (before deduction of that month's Management Fee and before making any deduction for any accrued Performance Fee) as at the last Valuation Day in each calendar month.

The Management Fee will be accrued monthly and payable in US Dollars quarterly in arrears. If the Investment Manager (or such other persons as the Fund and the Investment Manager may agree from time to time) is not acting as the investment manager for an entire calendar month, the Management Fee payable for such calendar month will be prorated to reflect the portion of such calendar month in which the Investment Manager (or such other persons as the Fund and the Investment Manager may agree from time to time) is acting as such.

The Management Fee will be paid by the Fund as soon as reasonably practicable after the end of each quarter.

Management Fee in respect of Class A Shares

No Management Fee is payable in respect of the Class A Shares.

Performance Fee

Performance Fee in respect of Class B Shares

The Investment Manager (or such other persons as the Fund and the Investment Manager may agree from time to time) will also be entitled to receive a Performance Fee from the Fund in respect of each Series of Class B Shares in issue. To ensure that the Performance Fee is properly charged only to those Participating Shares that have appreciated in value, Participating Shares will be issued in Series with a separate Series being issued on each separate Subscription Day.

For each Performance Period, the Performance Fee in respect of each Series will be equal to the Relevant Percentage of the appreciation in the Net Asset Value of the Series (adjusted for any redemptions) during the Performance Period above the Hurdle.

The accrued Performance Fee in respect of each Series will be calculated as at each Valuation Day at the end of each Performance Period by reference to the Net Asset Value of such Series before deduction for any accrued Performance Fees. The Net Asset Value of the Fund will also be adjusted accordingly as at the last Valuation Day in each calendar month to deduct any accrued and unpaid Performance Fee's for the relevant calendar month, with any required notional Performance Fee rebates being made as at the end of the each Performance Period.

The Relevant Percentage is twenty per cent (20%) in respect of Class B Shares. The Relevant Percentage is zero in respect of Class A Shares.

The Performance Fee will be paid to the Investment Manager (or such other persons as the Fund and the Investment Manager may agree from time to time) in arrears as soon as reasonably practicable after the end of each Performance Period.

If Participating Shares are redeemed during a Performance Period, the Performance Fee will be calculated as though the relevant Redemption Day was the end of a Performance Period and an amount equal to any accrued Performance Fee in respect of such Participating Shares will be paid to the Investment Manager (or such other persons as the Fund and the Investment Manager may agree from time to time). In the event of a partial redemption, Participating Shares will be treated as redeemed on a first in, first out basis for the purpose of calculating the Performance Fee. The accrued Performance Fee in respect of those Participating Shares will be paid by the Fund as soon as reasonably practicable after the relevant Redemption Day.

If the Investment Management Agreement is terminated during a Performance Period, the Performance Fee in respect of the then current Performance Period will be calculated and paid as though the date of termination were the end of the relevant Performance Period.

Performance Fee in respect of Class A Shares

No Performance Fee is payable in respect of the Class A Shares.

Subscription Fee

A subscriber for Class B Shares may be required to pay a Subscription Fee of up to zero point three per cent (0.3%) of the subscription amount, as described in the section headed "Subscription for Participating Shares" below. No Subscription Fee shall be payable in respect of the Class A Shares.

General

The Investment Manager (or such other persons as the Fund and the Investment Manager may agree from time to time) may waive or reduce the Management Fee and/or Performance Fee with regard to certain Shareholders that are directors, officers, employees, affiliates or connected persons of the Investment Manager or are strategic investors. Any reduction of the Management Fee or Performance Fee, or both, may be effected by capitalising an amount equal to the amount of that reduction or rebate and applying that amount to pay up further Participating Shares of the relevant Class issued to that Shareholder.

Annual Fixed Fee

The Fund will pay the Investment Manager an annual fixed fee, in an amount to be agreed between the Fund and the Investment Manager from time to time . A pro-rated portion of such annual fixed fee will be paid by the Fund to the Investment Manager quarterly in arrears.

Administration Fees

The Administrator will receive a fee, out of the assets of the Fund, for providing administration services in respect of the Fund at rates agreed from time to time between the Administrator and the Fund.

The Administrator will also be entitled to be reimbursed for all out of pocket expenses properly incurred by it in the performance of its duties.

Prime Brokerage and Custodial Fees

Any Prime Broker and custodian will receive such fees as may be agreed between the Fund and the relevant Prime Broker and custodian from time to time. The fees charged by any Prime Broker and custodian for prime brokerage and custody services will not exceed normal commercial rates and will be based on a combination of transaction charges and interest costs.

Fees Payable to the Directors

The remuneration of the Directors is determined by a resolution of the Directors. Zhong Wei (John) Qiu has, however, waived his entitlement to directors' fees until further notice. The other director, being Ben Gillooly, from Ogier Global (Cayman) Limited, as an independent director, is entitled to receive such fees as may be agreed between the Company and Ogier Global (Cayman) Limited pursuant to a directors services agreement entered into between the Fund and Ogier Global (Cayman) Limited in respect of the provision of Ben Gillooly's services of as a Director. . Aside from the director fees, the Directors may be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Fund or in connection with the business of the Fund (including any director registration fees).

Expenses

Preliminary Expenses

The Fund will pay the costs and expenses of, and incidental to, the initial offering of Participating Shares (including expenses relating to establishment of the Fund in the Cayman Islands, negotiation and preparation of the contracts to which it is a party, costs of printing this Memorandum and the fees and expenses of its professional advisers) out of the proceeds of the initial issue of Participating Shares. These preliminary expenses are estimated to be approximately US\$40,000.

These preliminary expenses will be amortised on a straight line basis over a period of five (5) years from the initial issue of Participating Shares. The Directors may shorten the period over which such expenses are amortised. Under IFRS, establishment costs should be expensed as incurred and amortisation is not consistent with IFRS. However, the Directors believe that the amortisation of establishment costs is more equitable than expensing the entire amount as they are incurred and are of the opinion that the departure is unlikely to be material to the overall

financial statements of the Fund. To the extent that the preliminary expenses policy adopted by the Fund deviates from IFRS, the Fund may make certain adjustments in the annual accounts of the Fund in order to comply with IFRS.

Operating Expenses

The Fund will bear all expenses related to its investment program, including: (a) brokerage commissions; (b) expenses related to buying and selling securities, including any issue or transfer taxes chargeable in connection with any securities transactions; (c) interest on borrowings, including borrowings from any prime broker and custodian and borrowing charges on securities sold short; (d) expenses incurred by the Investment Manager in connection with the provision of its investment management services including, but not limited to, research related expenses, expenses related to monitoring investments and costs incurred in carrying out due diligence regardless of whether a particular transaction is consummated (including reasonable travel and accommodation costs); (e) fees and expenses of any custodian, escrow agent and other investment related service providers appointed by the Fund.

The Fund will also bear expenses incurred in connection with its operations including: (i) fees and expenses of advisers and consultants; (ii) the Management Fee and Performance Fee; (iii) indemnification expenses and the cost of insurance against potential indemnification liabilities; (iv) legal, administrative, accounting, tax, audit and insurance expenses; (v) all taxes and corporate fees payable to governments or agencies (vi) communication expenses with respect to investor services, including all expenses of meetings of Shareholders and of preparing, printing and distributing financial statements and other reports, proxy forms, offering memoranda and similar documents; (vii) Directors' fees (if any) and expenses, (viii) litigation or other extraordinary expenses; and (ix) costs of periodically updating the Memorandum.

SUBSCRIPTION FOR PARTICIPATING SHARES

Subscription Price and Issuance

Class A Shares are being offered for subscription during the Initial Offer Period at the Subscription Price of US\$1,000. Following the close of the Initial Offering Period, Class A Shares will be available for subscription on each Subscription Day for a Subscription Price equal to the Net Asset Value per Share (before deduction of any accrued Performance Fee) of the Class A Shares as at the Valuation Day immediately preceding the Subscription Day on which the application is effective.

During and after the Initial Offering Period, Class B Shares will be offered for subscription at the Subscription Price of US\$1,000 (exclusive of any Subscription Fee). A new Series of Class B Shares will be issued on each Subscription Day on which Participating Shares of that Class are issued.

Subscription Fee

A subscriber for Class B Shares may be required to pay a Subscription Fee of up to zero point three per cent (0.3%) of the subscription amount. The Subscription Fee will be paid to the Fund. The Directors of the Fund may waive or reduce such Subscription Fee, either generally or in any particular case.

Minimum Investment

The minimum investment per subscriber is:

- (a) US\$100,000 in the case of Class A Shares; and
- (b) US\$100,000 in the case of Class B Shares,

in each case, exclusive of any Subscription Fee. Unless specified above, the minimum investment amount applies to both initial investments and subsequent investments.

Payment

Unless otherwise agreed by the Directors, payment for Participating Shares must be made in cash by electronic transfer, net of bank charges, and is due in cleared funds in the operational currency of the Class being subscribed. In the event that subscription monies are received in any currency other than the operational currency of the relevant Class, conversion into the operational currency will be arranged by the Administrator at the risk and expense of the subscriber. Any bank charges incurred in respect of electronic transfers will be deducted from subscriptions monies and only the net amount will be invested in Participating Shares.

All subscription monies must originate from an account held in the name of the subscriber. No third party payment will be permitted. Interest on subscription monies will accrue to the Fund.

Non-cash subscriptions

Participating Shares may be issued for non-cash consideration, at the discretion of the Directors. Such consideration will be valued by reference to the valuation principles applied in the calculation of the Net Asset Value (but subject to the deduction of such sum (if any) as the Directors consider represents an appropriate provision for any fiscal, transfer, registration or other charges, fees or duties associated with the vesting of the non-cash consideration received). Executed transfer documentation relating to non-cash subscriptions must be sent to the Administrator so as to be received by no later than the time by which cash subscription monies must be received in the bank account of the Fund. If the subscriber's application is rejected, the relevant transfer documentation will be returned at the risk and cost of the subscriber. No non-cash consideration will be accepted unless the Directors are satisfied that the terms of the transfer of such consideration do not materially prejudice the existing Shareholders.

Eligible Shareholders

Each subscriber for Participating Shares will be required to represent and warrant to the Fund that, amongst other things: (i) it is able to acquire and hold Participating Shares without breaching the law or requirements of any country, regulatory body or government authority; (ii) it has the knowledge, expertise and experience in financial matters to evaluate the risks associated with investing in the Fund; (iii) it is aware of the risks inherent in investing in the types of assets in which the Fund will invest and the method by which these assets will be held and/or traded; and (iv) it can bear the loss of its entire investment in the Fund.

Participating Shares will not be issued or transferred to any person in circumstances which, in the opinion of the Directors, would or may cause an undue risk of adverse tax, regulatory or other consequences to the Fund or any Shareholders.

Participating Shares will not be issued to, and may not be transferred to, and US Person.

Subscription Procedure

Subscribers for Participating Shares during the Initial Offering Period must send their completed Subscription Agreement, together with any supporting documents, so as to be received by the Administrator by no later than 5:00 p.m. (Hong Kong time) on the last Business Day of the Initial Offering Period. Cash subscription monies must be sent by electronic transfer, net of bank charges, so that cleared funds are received in the bank account of the Fund by no later than 5:00 p.m. (Hong Kong time) on the last Business Day of the Initial Offering Period.

After the Initial Offering Period, subscribers for Participating Shares and Shareholders wishing to apply for additional Participating Shares must send their completed Subscription Agreement, together with any supporting documents, so as to be received by the Administrator by no later than 5:00 p.m. (Hong Kong time) on the Business Day which is three (3) Business Days prior to the applicable Subscription Day. Cash subscription monies must be sent by electronic transfer, net of bank charges, so that cleared funds are received in the bank account of the Fund by no later than 5:00 p.m. (Hong Kong time) on the Business Day which is two (2) Business Days prior to the applicable Subscription Day.

If the completed Subscription Agreement, all documents required for the purposes of verifying the identity of the subscriber and source of the subscriber's funds and subscription monies in cleared funds are not received by the applicable time referred to above, the application will be held over to the Subscription Day following receipt of the outstanding documentation, information and/or subscription monies, as the case may be. The Directors may waive the requirements specified above, either generally or in any particular case, but in no event will applications be accepted for processing on a particular Subscription Day if the Subscription Agreement and cleared funds have not been received 5:00 p.m. (Hong Kong time) on the Valuation Day immediately preceding that Subscription Day.

Participating Shares subscribed for during the Initial Offering Period will be issued on the Business Day immediately after the close of the Initial Offering Period. Participating Shares subscribed after the Initial Offering Period are deemed to be issued on the relevant Subscription Day.

Subscription Agreements may be sent by email. None of the Directors, the Fund or the Administrator accept any responsibility for any loss arising from the non-receipt or illegibility of any Subscription Agreement sent by email, or for any loss caused by or as a result of any action taken in connection with email instructions believed in good faith to have originated from properly authorised persons.

Once a completed Subscription Agreement has been received by the Administrator it is irrevocable. Written confirmation detailing the Participating Shares which have been issued will be sent to successful subscribers as soon as practicable after the close of the Initial Offering Period or the relevant Subscription Day, as the case may be.

Participating Shares will be issued to five (5) decimal places. Any smaller fraction of a Participating Share that would otherwise arise will be rounded down, with the relevant subscription monies being retained for the benefit of the Fund.

The Fund may reject any application in whole or part and without giving any reason for doing so. If an application is rejected, the subscription monies paid, or the balance thereof in the case of a partial rejection, will be returned (without interest) as soon as practicable to the account from which the subscription monies were originally remitted, at the risk and cost of the subscriber.

Although Participating Shares will not be issued until the Business Day immediately after the close of the Initial Offering Period or the relevant Subscription Day, as the case may be, subscription monies are immediately deposited into the Fund and kept in custodial status without interest. Prior to the issuance of Participating Shares, the Administrator may release subscription proceeds to ensure that investments can be effected on the Business Day immediately after the close of the Initial Offering Period or the relevant Subscription Day, as the case may be. None of the Directors, the Fund or the Administrator will be liable for any loss which a subscriber may suffer as a result of the release of subscription proceeds in such circumstances.

Prevention of Money Laundering

To ensure compliance with applicable statutory requirements relating to anti-money laundering and anti-terrorism initiatives, the Fund, or the Administrator on behalf of the Fund, will require such information and documentation as it considers necessary to verify the identity and/or source

of funds of each subscriber. In the event of delay or failure by the subscriber to produce any information required for verification purposes, the application may be refused or there may be a delay in processing the application. In the event of a refusal, the subscription monies will be returned without interest to the account from which the monies were originally debited.

By subscribing for Participating Shares, a subscriber consents to the disclosure by the Fund, the Investment Manager, the Administrator and their delegates, agents and affiliates, of any information provided by the subscriber to government agencies, regulatory bodies and other relevant persons in connection with anti-money laundering requirements and similar matters.

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

Each subscriber for Participating Shares will be required to make such representations as may be required by the Fund in connection with anti-money laundering programmes, including, without limitation, representations that such subscriber is not a prohibited country, territory, individual or entity listed on the United States Department of Treasury's Office of Foreign Assets Control (**OFAC**) website or on the sanctions lists adopted by the United Nations, the European Union or the United Kingdom to such extent such sanctions are extended by the UK Government to the Cayman Islands by virtue of Order in Council passed by the UK Government, as such lists may be amended from time to time (**Sanctions Lists**), that it is not directly or indirectly affiliated with any country, territory, individual or entity named on an OFAC list or prohibited by any OFAC sanctions programmes or on any Sanctions List and is not operationally based or domiciled in a country or territory in relation to which sanctions imposed by the United Nations, the European Union or the United Kingdom apply or otherwise subject to such sanctions. Each subscriber will also be required to represent that subscription monies are not directly or indirectly derived from activities that may contravene Cayman Islands, United States federal or state, or international, laws and regulations, including anti-money laundering laws and regulations.

None of the Fund, the Investment Manager, the Administrator or their respective delegates, agents and affiliates will be liable for any loss suffered by a subscriber arising as a result of a refusal of, or a delay in processing, an application for Participating Shares if such information and documentation as has been requested by the Fund, or the Administrator on behalf of the Fund, has not been provided by the subscriber in a timely manner.

AML Officers

In accordance with the Anti-Money Laundering Regulations of the Cayman Islands and guidance issued by the Cayman Islands Monetary Authority, the Fund is required to appoint and has

appointed natural persons to serve as its Anti-Money Laundering Compliance Officer, Money Laundering Reporting Officer and Deputy Money Laundering Reporting Officer (**AML Officers**). To obtain further information in respect of the AML Officers, please contact the Directors with the contact information set out at Directory of this Memorandum.

Form of Participating Shares

All Participating Shares will be issued in registered form, meaning that a Shareholder's entitlement will be evidenced by an entry in the register of members of the Fund and not by a certificate. No certificates will be issued unless the Directors determine otherwise.

A Share may be registered in a single name or in up to four joint names. Where Participating Shares are registered in joint names, the joint holders may authorise the Administrator to act upon the sole written instructions of any one of the joint holders in respect of the transfer or redemption of all or any of such Participating Shares. Unless so authorised, the Administrator will only act upon the written instruction of all the joint holders.

Suspension

The Directors may declare a suspension of the issue of Participating Shares in certain circumstances as described under "Net Asset Value - Suspension of calculation of Net Asset Value and/or dealings". No Participating Shares will be issued during any such period of suspension.

New Issue securities

The Fund may, from time to time, purchase New Issue securities. A **New Issue** is an initial public offering of an equity security which is subject to the provisions of Rule 5130 and 5131 of the Rules of the United States Financial Industry Regulatory Authority (**FINRA**), as amended, extended, consolidated, substituted or re-enacted from time to time, and includes any initial public offering of an equity security as defined in Section 3(a)(11) of the United States Securities Exchange Act 1934, as amended. The Rules of FINRA generally prohibit FINRA members and their associated persons from, among other things, selling any new issue securities to any FINRA member or other broker/dealer, to any associated person of a FINRA member or other broker/dealer, to any person who has authority to buy or sell securities for a bank, savings and loan institution, insurance company, investment company, investment adviser, or collective investment accounts, directors and executive officers of US public companies and other companies that meet certain financial thresholds, and to certain other restricted purchasers (each such person, a **Restricted Person**). Additionally, members of FINRA may not allocate New Issue securities to executive officers and/or directors, and materially supported persons thereof, of certain public or private companies (each such person, a **Restricted Investor**) that have an investment banking relationship with such FINRA member or where such FINRA member expects to establish an investment banking relationship with such company.

Subscribers for, and transferees of, Participating Shares will be required to provide such representations, warranties or documentation as the Fund may be required to determine whether they are Restricted Persons and/or Restricted Investors.

To enable the Fund to participate in New Issues, the Directors may establish one or more classes of shares that will not participate in any investments in New Issue securities (**Restricted Shares**). The same investment objective, strategies and restrictions will be applied to each Class save that profits and losses in respect of New Issues will not be allocated to Restricted Shares. In such event the Fund may compel the exchange of Participating Shares held by Restricted Persons and Restricted Investors for Restricted Shares of the corresponding new Class. Each Class of Restricted Shares will have the same rights and obligations as the corresponding Class of non-Restricted Shares and references in this Memorandum to a particular Class include the corresponding Class of Restricted Shares.

The Fund may, however, avail itself of a "de minimis" exemption pursuant to which the Directors may from time to time (but shall not be under any duty to) allocate any profits or losses arising directly or indirectly from New Issue securities to the Restricted Shares in the circumstances and to the extent permitted by the Rules of FINRA in respect of New Issues. Any such allocation made by the Directors may be amended by the Directors from time to time to the extent required to ensure compliance with the Rules of FINRA in respect of New Issues. This exemption will permit an account to purchase new issues without employing the carve-out mechanisms described above if such Restricted Persons, in the aggregate, own less than 10% of the account, with respect to Rule 5130, and 25% of the account, with respect to Rule 5131.

Brokers participating in offerings of new issues are required to comply with the Rules of FINRA. Therefore, unless the conditions of the exceptions described above are strictly observed, the Rules of FINRA may prohibit these brokers from selling new issue securities to the Fund if any of the Fund's beneficial owners is a Restricted Person.

The Fund may compulsorily exchange non-Restricted Shares for the corresponding Class of Restricted Shares in the event that a holder of non-Restricted Shares becomes ineligible to participate in New Issue securities due to a change in the Shareholder's status, any changes to the Rules of FINRA or as otherwise required by law or regulation. The procedures and policies of the Fund regarding New Issues may be changed from time to time in the Directors' discretion, including based upon the Directors' evaluation of FINRA rules and relevant interpretations.

Consolidation of Series

A new Series of Participating Shares of each Class will be issued on each Subscription Day on which Participating Shares of that Class are issued. As soon as practicable after the last Valuation Day in each Performance Period, the Participating Shares of each Series of each Class whose performance has given rise to a Performance Fee in respect of the relevant Performance Period may be consolidated into a single Series of the relevant Class, being the oldest Series in respect of which a Performance Fee is payable for the relevant Performance Period (the **Initial Series**). The High Water Mark for the consolidated Series will be based on the Net Asset Value of the Initial Series as at the last Valuation Day in the relevant Performance Period, after payment of the Performance Fee. Such consolidation shall take place by way of the compulsory redemption of Participating Shares of the Series to be consolidated and an issue of an appropriate number of Shares of the Initial Series.

REDEMPTION AND TRANSFER OF PARTICIPATING SHARES

Procedure for the Redemption of Participating Shares

Subject to the Lock Up Period, Participating Shares may be redeemed at the option of the Shareholder on any Redemption Day.

A Shareholder wishing to redeem its Participating Shares should send a completed Redemption Request to the Administrator to the e-address specified in the Redemption Request. The completed Redemption Request must be received by the Redemption Notice Deadline. Unless the Directors agree otherwise, any Redemption Request received after this time will be held over and dealt with on the next relevant Redemption Day.

A Redemption Request may be sent by email. None of the Directors, the Fund or the Administrator accept any responsibility for any loss arising from the non-receipt or illegibility of any Redemption Request sent by email, or for any loss caused by or as a result of any action taken in connection with email instructions believed in good faith to have originated from properly authorised persons.

If a Redemption Request is received which would, if satisfied, result in the Shareholder retaining less than the Minimum Holding of Participating Shares, the Directors may treat such Redemption Request as a request for a partial redemption only up to the Minimum Holding or may redeem the Shareholder's entire holding of Participating Shares.

A request for redemption of Participating Shares with an aggregate Net Asset Value per Share of less than the following minimum redemption amounts generally will be refused:

- (a) US\$100,000 in the case of Class A Shares; and
- (b) US\$100,000 in the case of Class B Shares,

(or such lesser amount as the Directors may determine, either generally or in any particular case).

If a redeeming Shareholder owns Participating Shares of more than one Series, Participating Shares will be redeemed on a "first in-first out" basis for the purpose of determining the Redemption Price. Accordingly, Participating Shares of the earliest issued Series held by the Shareholder will be redeemed first, at the Redemption Price of Participating Shares of such Series until the redeeming Shareholder no longer owns any Participating Shares of such Series.

Once a Redemption Request has been received by the Administrator it may not be revoked by the Shareholder unless redemptions have been suspended in the circumstances set out in "Net Asset Value - Suspension of determination of Net Asset Value and/or dealings" below or the Directors otherwise agree.

Prevention of Money Laundering

The Fund may refuse to pay redemption proceeds to a Shareholder if:

- (a) any of the Directors, the Investment Manager and/or the Administrator suspects or is advised that the payment of any redemption proceeds to such Shareholder may result in a breach or violation of an applicable anti-money laundering or other law or regulation by any person in any relevant jurisdiction; or
- (b) such refusal is considered necessary or appropriate to ensure the compliance by the Fund, its Directors, the Investment Manager and/or the Administrator with any of those laws or regulations in any relevant jurisdiction.

Payment of redemption proceeds to a Shareholder will not be effected until receipt of any outstanding information or documentation requested in connection with anti-money laundering requirements or similar matters. None of the Directors, the Fund or the Administrator accept any responsibility for any loss arising as a result of any delay in payment of any redemption proceeds if such information and documentation as has been requested by the Fund and/or the Administrator has not been provided by the Shareholder.

Redemption Price and Redemption Proceeds

Participating Shares will be redeemed at the relevant Redemption Price. The Redemption Price of a Participating Share will be equal to the Net Asset Value per Share of the relevant Series as at the Valuation Day immediately preceding the relevant Redemption Day.

Redemption Fee

A Redemption Fee of zero point three per cent (0.3%) of the redemption proceeds will be charged on the redemption of Class B Shares. The Directors may waive all or part of the Redemption Fee either generally or any particular case in their sole discretion. The Redemption Fee will be deducted from the redemption proceeds and retained by the Fund. No Redemption Fee shall be payable in respect of the Class A Shares.

Settlement

Payment of redemption proceeds will normally be made within 15 Business Days of the later of (i) the finalisation of the Redemption Price for the relevant Redemption Day, and (ii) the date on which the Administrator has received the Redemption Notice and/or such other information and documentation as may be required by the Administrator, in its absolute discretion to comply with the applicable law. Payment will be made in the operational currency of the Participating Shares being redeemed (or, with the approval of the Directors, in another currency requested by the Shareholder) by direct transfer to an account in the name of the Shareholder at the expense of the Shareholder. No redemption proceeds will be paid to a third party. No interest will be paid by the Fund in respect of redemption proceeds. Any amounts paid in a currency other than operational currency of the Participating Shares being redeemed, will be converted at the rate of exchange available to the Administrator' and the cost of conversion will be deducted from the redemption proceeds.

If a Shareholder redeems 90 per cent or more of its Participating Shares, the Fund may hold back up to 10 per cent of the redemption proceeds pending completion of the next occurring annual audit. Promptly after completion of the audit, the Fund will pay to such Shareholder the balance, if any, of the amount to which such Shareholder is entitled after taking account of any adjustment made to the relevant Redemption Price as a result of the audit. No interest will be paid by the Fund in respect of redemption proceeds held back.

The Fund aims to effect the payment of all redemption proceeds in cash. However, under circumstances of low liquidity or adverse market conditions, the Directors may effect the payment of the redemption proceeds in whole or in part by the transfer of assets. The assets to be transferred will be valued as at the relevant Redemption Day, in accordance with the valuation provisions set out in this Memorandum. The redemption proceeds may be reduced by such sum, if any, as the Directors determine represents an appropriate provision for any fiscal, transfer, registration or other charges, fees or duties (including stamp duties) associated with the transfer of the assets to the Shareholder.

Assets may be transferred directly to the redeeming Shareholder. Alternatively, assets may be transferred to a liquidating trust, account or entity and sold or otherwise realised for the benefit of the redeeming Shareholder. The cash proceeds received by a redeeming Shareholder will reflect the value of the assets on the date on which they are sold or realised. The cost of operating the liquidating trust, account or entity and managing, selling or otherwise realising the assets will be deducted from the proceeds paid to the redeeming Shareholder.

Conversion of Participating Shares

Except when the issue and redemption of Participating Shares has been suspended in the circumstances described under "Net Asset Value - Suspension of determination of Net Asset Value and/or dealings", Shareholders may convert any or all of their Class A Shares for Participating Shares of any other Class on any Redemption Day of the Class A Shares which is a Subscription Day of the Class to be acquired (a **Conversion Dealing Day**), subject to discretion of the Investment Manager and maintaining the relevant Minimum Holding in each Class if only some Participating Shares of a Class are converted and subject to satisfying any eligibility requirements in relation to the Participating Shares to be acquired.

Excluding any conversion to or from Special Investment Shares, which are made in the Directors absolute discretion without notice to Shareholders affected, a Shareholder wishing to convert Participating Shares should send a completed conversion request, in the form available from the Administrator, to be received by the Administrator no later than 5.00 p.m. (Hong Kong time) on a Business Day falling at least 3 calendar months, or such shorter period as the Directors may generally or in any particular case permit, prior to the relevant Conversion Dealing Day. Unless the Directors agree otherwise, any conversion request received after this time will be held over and dealt with on the next following Conversion Dealing Day.

Compulsory Redemption

Subject to all applicable laws and regulations, the Fund may, with or without cause and without giving any reasons including, but not limited to, circumstances stated below, by notice in writing to a Shareholder, redeem all or any of such Shareholder's Participating Shares on any day

designated by the Directors, provided that not less than five (5) days' notice of such redemption shall be given.

When the Fund becomes aware that (a) a Shareholder has ceased to be an Eligible Investor; or (b) a Shareholder is holding Participating Shares in breach of any law or requirements of any country, regulatory body or government authority; or (c) the continued holding of Participating Shares by a Shareholder, would or may in the opinion of the Directors, cause an undue risk of an adverse tax, regulatory or other consequences to the Fund or any other Shareholders, the Directors may redeem the Participating Shares held by such Shareholder. Shareholders are required to notify the Fund and the Administrator immediately if at any time they become aware that any of the above circumstances apply to them.

Where any fees, payment, withholding or deduction becomes payable by the Fund because of a particular Shareholder, the Fund may redeem a portion of such Shareholder's Participating Shares in order to pay such amount. In such circumstances, the redemption proceeds may be paid directly by the Fund to the relevant third party and not paid to the Shareholder.

Transfer of Participating Shares

Participating Shares may not be transferred without the prior written consent of the Directors. The Directors may withhold their consent without giving any reason for doing so.

NET ASSET VALUE

Determination of Net Asset Value

The Net Asset Value and the Net Asset Value per Share of each Series will be calculated as at the Valuation Point on each Valuation Day. Such calculation will include the deduction of any accrued and unpaid Performance Fees in respect of each Series for any particular month. The Directors have delegated responsibility for valuation of the Fund's assets and the calculation of the Net Asset Value and the Net Asset Value per Share of each Class to the Administrator, provided that certain discretions have been granted to the Investment Manager. The Net Asset Value and the Net Asset Value per Share of each Class will be reported to Shareholders by the Administrator each calendar month by way of email. Such reports will generally be published promptly following completion of the calculation of Net Asset Value. The methodology employed for the communication of reports to Shareholders shall ensure that such communication is, effectively, directly as between Administrator and Shareholders (ie neither the Investment Manager nor the Fund shall have any opportunity to modify such reports).

Notwithstanding such delegation, the Directors have ultimate responsibility for oversight of the valuation process. The Directors and the Investment Manager shall review and approve the NAV Calculation Policy at least annually, to ensure its continued appropriateness and effective implementation.

For the purposes of determining the Net Asset Value of a Class and each Series within that Class, a separate record with its own distinct designation will be established in the books of the Fund in respect of each Class and each Series within that Class. An amount equal to the proceeds of issue of each Participating Share will be credited to the record for the relevant Class and Series. Any increase or decrease in the Net Asset Value (disregarding for these purposes any increase in the Net Asset Value due to new subscriptions, any decreases in the Net Asset Value due to redemptions or the payment of dividends and any designated adjustments (as described below)) will be allocated to the record for each Class based on the respective percentage of the Net Asset Value represented by each record as at the immediately preceding Valuation Day. There will then be allocated to the record of each Class and Series the designated adjustments being those costs, expenses, losses, dividends, profits, gains and income (including the costs and any benefit of hedging the foreign currency exposure of any Class denominated in a currency other than the base currency) which the Directors determine relate solely to that Class and Series.

Each Series of each Class will typically have a different Net Asset Value per Share. Any Management Fees and Performance Fee calculated in respect of a Series will be deducted from the Net Asset Value of that Series (including, for the avoidance of doubt, any monthly notional deductions of accrued and unpaid Performance Fees). Fees and expenses which relate to a particular Series will be charged against that Series when calculating its Net Asset Value. Other fees and expenses will be allocated pro rata between the Series in accordance with their respective Net Asset Values or by such other method as the Directors consider equitable.

The Net Asset Value per Share on any Valuation Day will be calculated by dividing the Net Asset Value of the relevant Series by the number of Participating Shares of such Series in issue as at

the close of business on that Valuation Day, the resulting amount being rounded to five (5) decimal places.

Valuation of Assets

In this section, **fair value**, refers to the price that would be received when selling an asset or paid when transferring a liability in an orderly transaction between market participants in the principal or most advantageous market applicable to such investment.

For the purposes of calculating the Net Asset Value, assets of the Fund will be valued in accordance with the following principles:

- (a) any security which is listed or quoted on any securities exchange or similar electronic system and regularly traded thereon will be valued at its last traded price as at the Valuation Point or, if no trades occurred on such day, at the closing bid price if held long and at the closing offer price if sold short, on the relevant Valuation Day, and as adjusted in such manner as the Directors thinks fit, having regard to the size of the holding. Where prices are available on more than one exchange or system for a particular security the price will be the last traded price or closing bid or offer price, as the case may be, on the exchange which constitutes the main market for such security or the one which the Directors determine provides the fairest criteria in ascribing a value to such security;
- (b) any security which is not listed or quoted on any securities exchange or similar electronic system or if, being so listed or quoted, is not regularly traded thereon or in respect of which no prices as described above are available will be valued at its probable realisation value as at the Valuation Point, as determined by the Directors having regard to its cost price, the price at which any recent transaction in the security may have been effected, and such other factors as the Directors deem relevant in considering a positive or negative adjustment to the valuation;
- (c) investments, other than securities, which are dealt in or traded through a clearing firm or an exchange or through a financial institution will be valued as at the Valuation Point by reference to the most recent official settlement price quoted by that clearing house, exchange or financial institution. If there is no such price, then the average will be taken between the lowest offer price and the highest bid price as at the Valuation Point on any market on which such investments are or can be dealt in or traded, provided that where such investments are dealt in or traded on more than one market, the Directors may determine which market shall prevail;
- (d) investments, other than securities, including over-the-counter derivative contracts, which are not dealt in or traded through a clearing firm or an exchange or through a financial institution will be valued by reference to the valuation obtained from an independent pricing source, but where no such valuation is available for a particular investment, the investment will be valued by comparing the latest available valuation provided by the relevant counterparty against the valuation provided by such other counterparties as the Directors deem appropriate. In the event that the valuations provided respectively by the relevant counterparty and the other counterparties differ to an extent that the Directors consider to be material, the investment shall be valued on the basis of the average of all

of the valuations but otherwise will be valued on the basis of the valuation provided by the relevant counterparty;

- (e) deposits will be valued at their cost plus accrued interest;
- (f) any value (whether of a security or cash) otherwise than in base currency of the Fund will be converted into the base currency at the rate (whether official or otherwise) which the Administrator deem appropriate to the circumstances having regard, inter alia, to any premium or discount which it considers may be relevant and to costs of exchange.

The foregoing valuations are subject to adjustment by the Investment Manager where the Investment Manager determines, in its discretion, that such valuation does not reflect the then current fair value of any such asset or liability.

Although the Fund is not generally expected to invest in assets without readily available market prices (**Hard to Value Assets**), certain of the Fund's assets and liabilities may cease to have readily observable market prices and the valuation of such assets may rely on quoted prices in inactive markets or models that have observable inputs. Where any assets or liabilities of the Fund cease to have readily observable market prices, the Investment Manager shall immediately disclose such circumstances to the Shareholders and, thereafter, the valuation of each Hard to Value Asset shall constitute a deviation from the Fund's NAV Calculation Policy.

Consistency and Deviation

The Administrator and the Investment Manager will apply this NAV Calculation Policy on a consistent basis. Notwithstanding the foregoing, the Directors may permit any other method of valuation to be used if they consider that such method of valuation better reflects fair value generally or in particular markets or market conditions. However, such deviations from this NAV Calculation Policy require a satisfactory reason and, where such deviations have an effect on Net Asset Value, must immediately be disclosed to the Shareholders and agreed with the Directors in advance of the determination or production of the Net Asset Value and the Net Asset Value per Share of each Class and each series within that Class.

The Administrator will take certain steps that are reasonable and proportionate to the risk of material error or bias to verify the facts upon which the prices are determined and the appropriateness of the provided price to the extent reasonably possible. In the context of management exceptions, this will include an assessment of all documentation generated in, or relied upon in connection with establishing a management exception (**Supporting Documentation**). The Investment Manager will supply the Administrator with copies of all Supporting Documentation for the purpose of such verification process. The Directors shall require the Administrator to report on such steps and the Administrator's performance of the valuation duties delegated to it on an at least annual basis.

The involvement of the Investment Manager in connection with management exceptions is an integral part of the Fund's established valuation policy. This is because there are certain circumstances in which the Investment Manager is party to information regarding the Fund's assets which is not generally available or because there is no publicly available information upon which the Administrator may rely in calculating the net asset value of a certain asset.

The Directors may permit any other method of valuation to be used if they consider that such method of valuation better reflects fair value generally or in particular markets or market conditions, provided that where such deviations from the NAV Calculation Policy shall have an effect on Net Asset Value, such deviations shall be disclosed to the Shareholders and agreed with the Directors in advance of the determination or production of the Net Asset Value and the Net Asset Value per Share of each Class and each series within that Class.

Basis of Valuation

The annual accounts of the Fund will be drawn up in accordance with IFRS. However, the above valuation policies may not necessarily comply with IFRS. To the extent that the valuation basis deviates from IFRS, the Directors may make necessary adjustments in the annual financial statements in order to comply with IFRS. If relevant a reconciliation note may be included in the annual financial statements to reconcile values shown in the annual accounts determined under IFRSP to those arrived at by applying the valuation policies described above.

Verification

To the extent the Net Asset Value (or any part thereof) is calculated other than by the Administrator then, notwithstanding that such valuation may have been conducted in accordance with valuation policies of the Fund then in effect, CIMA may require the Fund to have such valuation verified by an auditor or other independent third party.

Certain of the Fund's assets and liabilities may not have readily observable market prices and the valuation of such assets may rely on quoted prices in inactive markets or models that have observable inputs. Certain other categories of assets (principally level 3 assets) may lack any readily available market information and, accordingly, the valuation of such assets may rely substantially on models and significant unobservable inputs including assumptions from market participants. As such assets are not actively traded, their value can only be estimated using a combination of complex market prices, mathematical models and subjective assumptions.

Suspension of Determination of Net Asset Value and/or Dealings

The Directors may declare a temporary suspension of any or one or more of: (i) the determination of Net Asset Value per Share of one or more Classes; and/or (ii) the issue of Participating Shares of one or more Classes; and/or (iii) the redemption of Participating Shares by Shareholders of one or more Classes. The Directors may also suspend the payment of, or extend the period for the payment of, redemption proceeds. The Directors may declare any such suspension or extension in such circumstances (Each a **Suspension Event**) as they may deem appropriate, including in respect of the whole or any part of a period:

- (a) during which any securities exchange or similar electronic system on which a substantial part of the assets of the Fund are traded is closed, otherwise than for ordinary holidays, or dealings on such securities exchange or similar electronic system are restricted or suspended;
- (b) during which the disposal of a substantial part of the assets of the Fund would not be reasonably practicable;

- (c) during which it is not reasonably practicable to accurately determine the value of a material portion of the assets of the Fund;
- (d) during which none of the Redemption Requests which have been made may lawfully be satisfied by the Fund in the operational currency of the relevant Class;
- (e) during which there is a breakdown in the means of communication or the systems normally used to determine the prices of a material portion of the assets of the Fund or the Net Asset Value;
- (f) during which the business operations of the Investment Manager, Administrator or Prime Broker and custodian in respect of the Fund are substantially interrupted or closed as a result of, or arising from, pestilence, acts of war, terrorism, insurrection, revolution, civil unrest, riot, strikes, or acts of God;
- (g) during which the proceeds of the sale or redemption of Participating Shares cannot be transmitted to or from the Fund's account; and
- (h) after the passing of a resolution to wind-up the Fund.

Any suspension will take effect at the earlier of: (i) the time the Directors specify in their declaration; and (ii) the close of business on the Business Day immediately following the day on which the Directors declare the suspension. The suspension will continue until the Directors declare that it is ended. The holders of Participating Shares of the affected Class or Classes will be notified of any suspension as soon as practicable after the declaration of such suspension. Such Shareholders will also be notified when the period of such suspension has ended.

Applications for Participating Shares for a Subscription Day falling within a period when the issue of Participating Shares of the relevant Class is suspended will be acted upon on the first Subscription Day after the suspension has ended. A subscriber may withdraw his application for Participating Shares during a period of suspension provided that a withdrawal notice is actually received by the Administrator before the suspension is ended.

Redemption Requests received prior to the commencement of a period of suspension will be carried forward to the next earliest relevant Redemption Day occurring after the suspension has ended. A Shareholder may withdraw his Redemption Request during a period of suspension provided that a withdrawal notice is actually received by the Administrator before the suspension is ended.

While such suspensions may be temporary, the circumstances giving rise to the decision to suspend may continue for a prolonged period of time such that the Directors, in consultation with the Investment Manager, consider that it is appropriate that the suspension be declared permanent and the investments of the Fund be managed for the sole purpose of realising all investments in anticipation of the termination of the business of the Fund.

THE RIGHTS OF THE FUND AND INVESTORS

The Fund

The Fund is an exempted company incorporated with limited liability under the Companies Act. Its constitution is defined in its memorandum of association and the Articles. The Fund's objects, as set out in Clause 3 of its memorandum of association, are unrestricted and so include the carrying on of the business of an investment company.

All Shareholders are entitled to the benefit of, are bound by and are deemed to have notice of, the memorandum of association and articles of association of the Fund. The liability of a Shareholder is limited to the amount, if any, unpaid on their Participating Shares. As Participating Shares may only be issued if they are fully paid, a Shareholder will not be liable for any debt, obligation or default of the Fund beyond its interests in the Fund.

The Articles have been drafted in broad and flexible terms to allow the Directors to determine, in their discretion, a number of issues including the period of notice to be given for redemptions, and whether or not to charge Subscription Fees or Redemption Fees generally or in any particular case. The Directors have already exercised a number of these discretions in approving the offering of the Participating Shares on the terms set out in this Memorandum.

This Memorandum also contains certain offering terms such as the Fund's investment objective and strategies, the fees to be charged by the Investment Manager to the Fund and other material economic and commercial terms upon which each subscriber has relied in making its decision to invest in the Fund. Each subscriber by investing in the Fund agrees that the Fund may vary these terms as described below.

Share Capital of the Fund

The Fund has an authorised share capital of US\$50,000 which is made up of 100 Management Shares of US\$0.01 par value each and 4,999,900 Participating Shares of US\$0.01 par value each which may be issued in different Classes and Series.

The Directors are authorised under the Articles to resolve from time to time the Class to which Participating Shares are to be designated and/or redesignated.

Subject to the provisions of the Articles and the Companies Act, the Fund may increase or reduce its authorised share capital, divide all or any of its share capital into shares of smaller amount or combine all or any of its share capital into shares of larger amount.

The Articles provide that unissued Participating Shares are at the disposal of the Directors who may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Directors may determine. All Participating Shares will be issued in registered form only.

There are no provisions under the laws of the Cayman Islands or under the Articles conferring pre-emption rights on the holders of Participating Shares or Management Shares.

No capital of the Fund is under option or agreed conditionally or unconditionally to be put under option.

Rights of the Management Shares

The Management Shares are held by Orlog Capital Limited.

The Management Shares do not participate in the profits and losses of the Fund and carry no right to dividends. On the winding up of the Fund, the holder of the Management Shares is only entitled to receive its paid-up capital of US\$1.00 per Management Share. Management Shares are not redeemable.

Except as described under "Modification of rights attaching to a Class" below, the holders of the Management Shares have the exclusive right to vote (to the exclusion of the holders of the Participating Shares) in respect of all matters relating to the Fund. Each holder of Management Shares is entitled to one vote for each Management Share held by it.

Rights of the Participating Shares

The Participating Shares are entitled to receive, to the exclusion of the holder of the Management Shares, any dividends that may be declared by the Fund. Participating Shares within each Class and Series carry an equal right to such dividends as the Directors may declare. On a winding-up of the Fund, the Participating Shares are entitled to the full amount of the assets of the Fund other than the paid-up capital of US\$1.00 per Management Share. The surplus assets of the Fund attributable to each Class and Series will be distributed among the holders of Participating Shares of that Class and Series according to the number of such Participating Shares held by each of them.

By subscribing for Participating Shares that are issued in Series, a subscriber will have irrevocably authorised and directed the Fund to convert those shares (unless they have been redeemed) into the oldest Series of Participating Shares of the relevant Class that has been charged a Performance Fee in respect of the immediately preceding Performance Period.

Except as described under "Modifications of rights attaching to a Class" below, the holders of Participating Shares have no right to vote.

General Meetings

As a Cayman Islands exempted company, the Fund is not required to hold scheduled annual general meetings of Shareholders. General meetings of the holders of Management Shares may be called by the Directors and will be called upon the written request of 50 per cent or more of the holders of Management Shares. Unless agreed otherwise in accordance with the Articles, those meetings require seven days' prior notice which may be given by hand, mail, fax or email, or alternatively, where the recipient has agreed, by posting the notice on a secure nominated website.

The vote of the person first named in the register of Shareholders shall be accepted as the vote of joint Shareholders, to the exclusion of the votes of the other joint holders. Votes may be cast in person or by proxy.

Unless the Companies Act requires a special resolution (being a resolution passed by a two-thirds majority of votes cast), all decisions of the holders of Management Shares will be made by a simple majority on condition that a quorum of the holders of one-third of Management Shares is present in person or by proxy. Any matter may also be adopted by resolution in writing of all the holders of Management Shares.

Modification of Rights Attaching to a Class

The rights attaching to Participating Shares of any Class may only be modified with the consent in writing of Shareholders holding two-thirds of the votes entitled to be cast by holders of Participating Shares at a general meeting of the Class affected by the proposed modification or with the sanction of a resolution of such Shareholders holding not less than two-thirds of the votes which could be cast by holders of Participating Shares of that Class at a general meeting. For such purposes the Directors may treat one or more Classes as forming one Class if they consider that all such Classes would be affected in the same way by the proposals under consideration but in any other case shall treat them as separate Classes. At a general meeting of the holders of the Participating Shares of the relevant Class, all voting will be by poll and each holder who is present in person or by proxy will have one vote for every \$1.00 of the aggregate Net Asset Value per Share of its Participating Shares.

Amendments to the Articles

Except as described under "Modification of rights attaching to a Class" above, the holders of the Management Shares may, by special resolution, amend the Articles.

Winding up and termination

The Fund may voluntarily commence to wind up and dissolve by a special resolution of the holders of the Management Shares.

The Articles provide that the Fund's business shall continue for so long as the Fund holds assets, irrespective of whether the Directors have determined that the Fund shall not acquire any further investments. Accordingly, the investments of the Fund may be managed for the sole purpose of realising all investments in anticipation of the termination of the business of the Fund (the **Realisation**). Unless the Directors consider it is in the best interests of the Fund that it be placed into liquidation under the Companies Act, the Realisation shall be managed by the Directors, together with, if the Directors so determine, the Investment Manager. If the Directors determine that the Investment Manager is to manage the Realisation, the appointment of the Investment Manager will continue on the terms of the Investment Management Agreement then in force unless the Directors determine otherwise.

Variation of Offering Terms

Subject to applicable law, the Fund may amend this Memorandum without the approval of Shareholders, to vary the offering terms applicable to any Participating Shares (as distinct from the modification of the rights attaching to a Class, as discussed above) in any of the following ways:

- (a) by making any change that, in the opinion of the Directors, will not adversely affect the Shareholders in any material respect; or
- (b) by making any change further to the registration of the Fund with CIMA to reflect this status and to reflect that the right to appoint and remove the Directors has reverted to the holders of the Management Shares; or
- (c) by making a change that is necessary or desirable to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, statute, ruling or regulation of any relevant regulator, court of competent jurisdiction, government or government entity, including any tax authority, provided that such change is made in a manner that minimises, to the extent practicable, any adverse effect on the Shareholders; or
- (c) by making any change that the Directors consider may or is likely to adversely affect the Shareholders in a material respect (including amendments to the trading program, fees charged to the Fund by Manager and the liquidity terms of the Participating Shares), provided that any such amendment does not become effective until after the affected Shareholders have been given written notice of the change and have had the opportunity to redeem any Participating Shares so affected.

The Fund may amend this Memorandum to vary the offering terms applicable to any Participating Shares with the consent of the Shareholders owning a majority by value of all outstanding Participating Shares of the relevant Class or Classes at the time of the amendment provided that such amendment does not discriminate amongst Shareholders. A meeting convened to consider such an amendment will generally follow the provisions of the Articles relating to general meetings. If the Fund seeks such approval from Shareholders, then following the giving of notice of the proposed amendment, the Fund shall request a response for or against the proposed amendment. The Fund shall deem a lack of response from a Shareholder to constitute the consent of such Shareholder to the amendment.

The Fund may enter into side letters with certain prospective or existing Shareholders whereby such Shareholders may be subject to terms and conditions that are more advantageous than those set out in this Memorandum. Such terms and conditions may, for example, provide for: special rights to make future investments in the Fund; special redemption rights relating to frequency, notice, a reduction or rebate in fees and/or other terms; rights to receive reports in relation to the Fund on a more frequent basis and such other rights as may be agreed with such Shareholders. The modifications are solely at the discretion of the Directors and may, among other things, be based on the size of the relevant Shareholder's investment in the Fund or affiliated investment entity, an agreement by the Shareholder to maintain such investment in the Fund for a significant period of time, or other commitment by the Shareholder.

FINANCIAL INFORMATION AND REPORTS

Financial year

The financial year of the Fund will end on 31 December in each year. The first financial year of the Fund will be 31 December 2022.

Financial Statements

The books and records of the Fund will be audited as at the end of each financial year by the Auditor. The financial statements of the Fund will be presented in US Dollars and prepared in accordance with IFRS, unless the Directors otherwise deem appropriate.

As a regulated mutual fund, the Fund is required to file copies of the audited financial statements of the Fund with CIMA within six (6) calendar months of the end of each financial year.

Records

The Fund must separately record in its books each Class and Series of Participating Shares with its own distinct designation. Further, the Fund must record in its books the proceeds from the allotment and issue of each Class and Series of Participating Shares to the credit of that Class and Series.

Auditors

Rankin Berkower (Cayman) Ltd will act as Auditors for the Fund and have consented in writing to their appointment as such. The Directors may replace the Auditors without prior notice to the Shareholders.

The engagement letter entered into by the Fund and the Auditor contains provisions limiting the liability of the Auditor except to the extent finally determined to have resulted from the wilful or intentional neglect or misconduct, or fraudulent behaviour of the Auditor. Other release and indemnity provisions are also contained in the engagement letter relating to consequential loss, third party claims and fraudulent acts or omissions, misrepresentations or wilful default on the part of the Investment Manager, its directors, employees or agents. The engagement letter also contains provisions limiting any claim for breach of contract, breach of duty or fault or negligence or otherwise whatsoever arising out or in connection with this engagement to be brought against the Auditor within a certain period of time of the act or omission alleged to have truly caused the loss in question.

Reports to Shareholders

An annual report and audited financial statements for the Fund in respect of each financial year will be sent to each Shareholder as soon as practicable after, and in any event within six months of, the end of the relevant financial year. Shareholder will also be provided with a monthly report on the investment performance of the Fund.

TAXATION

General

The following is based on the Fund's understanding of certain aspects of the law and practice currently in force in the Cayman Islands and Hong Kong. The discussion below is based on laws, regulations, guidelines, published administrative rulings and judicial decisions currently in effect, all of which may change or be subject to different interpretations, possibly with retroactive effect. Any such changes could adversely affect the comments made below. There can be no guarantee that the tax position or proposed tax position at the date of this Memorandum or at the time of an investment will endure indefinitely.

In view of the number of different jurisdictions where local laws may apply to Shareholders, the discussion below does not address the tax consequences to potential investors of the purchase, ownership, and disposition of Participating Shares. Prospective investors are urged to consult their own tax advisers in determining the possible tax consequences to them under the laws of the jurisdictions of which they are citizens, residents or domiciliaries, jurisdictions in which they conduct business and jurisdictions in which they purchase, hold, redeem or dispose of Participating Shares. The discussion below does not constitute tax advice.

Cayman Islands

The Fund is not subject to any income, withholding or capital gains taxes in the Cayman Islands. The only taxes which will be chargeable on the Fund in the Cayman Islands are nominal amounts payable to the Registrar of Companies and as registration fees under the Mutual Funds Act. The Fund is registered as an exempted company, limited by shares, under Cayman Islands law.

Shareholders will not be subject to any income, withholding or capital gains taxes in the Cayman Islands with respect to their Participating Shares and dividends received on those Participating Shares, nor will they be subject to any estate or inheritance taxes in the Cayman Islands. There are no exchange controls in the Cayman Islands.

Hong Kong

Orlog Capital has not registered, and does not intend to register, a branch or a non-Hong Kong company in Hong Kong pursuant to Part 16 of the Companies Ordinance of Hong Kong. It is not intended that Orlog Capital will have any place of business in Hong Kong. However, Orlog Capital may be considered to have a permanent establishment in Hong Kong by virtue of the activities of the Investment Manager. As such no assurance can be given that Orlog Capital, notwithstanding being incorporated outside of Hong Kong, will not be considered by the Hong Kong Inland Revenue Department to be subject to Hong Kong profits tax. It is intended that the affairs of Orlog Capital will be conducted and managed in a manner which seeks to minimise any potential liability to Hong Kong profits tax.

Generally Hong Kong imposes profits tax at a flat rate of 16.5 per cent on incorporated persons and 15 per cent on unincorporated businesses or individuals, such as Orlog Capital, on profits (i) which have a Hong Kong source, and (ii) which are attributable to a trade, business or profession

carried on in Hong Kong. Capital gains derived from the sale of investments generally are not generally considered to be profits for Hong Kong tax purposes, and thus are not subject to any Hong Kong tax. However, gains which are considered to be derived from a trading activity as opposed to mere investment activity carried on in Hong Kong may potentially be subject to Hong Kong profits tax. Although the Inland Revenue (Amendment) (No. 3) Ordinance 2018 ("Two-Tier Profits Tax Ordinance"), which seeks to implement a two-tier profits tax system in Hong Kong, was enacted on 29 March 2018, and under this, the profits tax rate for the first HK\$2,000,000 of assessable profits of corporations and unincorporated businesses are lowered to 8.25% and 7.5% respectively, with certain exceptions.

There is no Hong Kong withholding tax on dividends and interest.

Under Section 20 AN of the Inland Revenue Ordinance (**IRO**), a fund will be exempt from Profits Tax under the Profits Tax exemption effective 1 April 2019 (**Funds Exemption**) where:

- (a) the fund falls within the definition of a fund under Section 20AM of the IRO;
- (b) the fund's profits are derived from specified transactions or incidental transactions; and
- (c) the specified transactions have been carried out through or arranged by a specified person, which involves a corporation holding any licenses issued by the SFC under Part V of the Ordinance, or, (ii) the fund is otherwise a qualified investment fund.

The definition of a "fund" in the Funds Exemption is similar to the definition of a "collective investment scheme" in Part 1 of Schedule 1 to the SFO, with appropriate modifications. The definition of "fund" in the Funds Exemption would generally mean, apart from other conditions, an arrangement in respect of any property under which:

- either (i) the property is managed as a whole by or on behalf of the person operating the arrangement; and/or (ii) the contributions of the participating persons and profits/income from which payments are made to them are pooled; and
- the participating persons do not have day-to-day control over the management of the property.

However, the definition of a "fund" under the Funds Exemption does not include a business undertaking for general commercial or industrial purposes that directly engages in certain activities.

The Funds Exemption will apply to both resident and non-resident funds.

Specified transactions are broadly defined to include transactions in securities such as shares, debentures, loan stock, funds, bonds or notes of, or issued by, an incorporated or unincorporated body, a government, and a private company or a Special Purpose Entity (**SPE**) and the related rights, options or certificates of interest. In this context, a "private company" is defined to mean a company incorporated in or outside of Hong Kong that is not allowed to issue any invitation to the public to subscribe for any shares or debentures of the company. Subject to certain carve-outs, the investment in certain Hong Kong private companies is permissible under the Funds Exemption (excluding investment in Hong Kong real property).

Specified transactions also include futures contracts, foreign exchange contracts, deposits other than by way of money-lending business, foreign currencies and exchange-traded commodities.

A fund may also carry out transactions in Hong Kong which are not specified transactions, but are incidental to the carrying out of the specified transactions. If a fund derived onshore sourced income from incidental transactions and it exceeded 5% of the total receipts derived from incidental transactions and specified transactions, such income would not be covered by the Funds Exemption. If the 5% threshold is exceeded, the whole trading receipts from the incidental transactions (i.e. not just the amount in excess of the 5% threshold) will be chargeable to Hong Kong profits tax under the general rules described above. Interest income earned from holding an investment (e.g. debentures, bonds or notes) is considered an incidental transaction on the basis that holding of an investment is not a transaction in securities since such holding does not generate gain from a purchase and sale transaction.

However, if a fund carries out transactions that do not fall within the definition of specified transactions, such as transactions in cryptocurrency, and derived profits from the transactions (excluding capital gains), such profits may be subject to tax if they are considered as sourced onshore.

The Funds Exemption does not apply where the fund (or an SPE, as applicable) has control over a portfolio company and that company holds directly or indirectly short term assets, the value of which exceeds 50% of the value of that company's total assets.

There are anti-avoidance provisions and certain requirements have to be fulfilled to avail the Fund itself of exemption from the Hong Kong profits tax:

- (i) Immovable property test – the Fund holds (directly or indirectly) not more than 10% of its assets in immovable property (excluding infrastructure) in Hong Kong; and
- (ii) Holding period test – the Fund has held the private company for at least 2 years.

Failing the holding period test, a third test would apply:

- (iii) Short-term assets test – the Fund should not have a controlling stake in the private company; or if the Fund has a controlling stake in the private company, the latter does not hold more than 50% value of its assets in short-term assets (being those assets held for less than three consecutive years before the date of disposal).

The Fund will only be subject to tax in respect of profits of Hong Kong sourced and revenue nature from transactions in non-qualifying assets. Profits arising from transactions in qualifying assets will continue to be exempted from Hong Kong profits tax.

"Qualifying assets" are defined under the Funds Exemption to include transactions in the following:

- securities;
- shares, stocks debentures, loan stocks, funds, bonds or notes of, or issued by, a private company (whether incorporated in or outside Hong Kong, if certain tests are satisfied);
- futures contracts;
- foreign exchange contracts;

- deposits other than those made by way of a money-lending business;
- bank deposits;
- certificates of deposits;
- exchange-traded commodities;
- foreign currencies;
- over-the-counter derivative products; and
- an investee company's shares co-invested by a partner fund and Innovation and Technology Venture Fund Corporation under the Innovation and Technology Venture Fund Scheme.

Note that if the Fund cannot be regarded as a “fund” as defined under the Funds Exemption, it may still seek to rely on the Hong Kong profits tax exemption under the Revenue (Profits Tax Exemption for Offshore Funds) Ordinance enacted in March 2006 and as amended pursuant to Inland Revenue (Amendment) (No. 2) Ordinance 2015 (collectively as the **Offshore Funds Ordinance**).

It is intended that Orlog Capital (or an SPE, as applicable) may be able to claim an exemption from Profits Tax pursuant to the Funds Exemption. However, no assurance can be given that profits and income from certain investments will not give rise to a liability for Profits Tax in Hong Kong. Orlog Capital could be exposed to Hong Kong Profits Tax to the extent that it trades certain non-qualifying investments and derives Hong Kong sourced profits from such investments.

Whenever Orlog Capital sells or purchases Hong Kong stocks (as defined under the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong)), stamp duty will be imposed at the current rate of 0.1% on the consideration or the fair market value of the stocks (whichever is higher) on each bought note and sold note (i.e. 0.2% in total). The seller and the purchaser will each be liable for stamp duty for the respective bought note and sold note of such Hong Kong stocks.

Profits arising from the disposal of Participating Shares in Orlog Capital will generally be subject to Profits Tax if those Shareholders are considered as carrying on a trade, profession or business in Hong Kong and such profits (except gains from the sale of capital assets) arose in or were derived from Hong Kong from such trade, profession or business carried on in Hong Kong. The nature of an asset as trading or capital and the source of profits will depend on the particular circumstances of each Shareholder. Shareholders should seek their own independent Hong Kong tax advice on this issue.

Hong Kong does not impose withholding tax on dividends and interest. Any distribution received by a Shareholder from investment in Orlog Capital will generally not be subject to tax in Hong Kong (whether by way of withholding or otherwise) under the current law.

Under the Fund Exemption, effective 1 April 2019, a Hong Kong resident, who, inter alia: (i) alone or jointly with associates, holds a 30% or more beneficial interest in an offshore fund which is tax exempt under the IRO; or (ii) holds any percentage of the beneficial interest in such exempt offshore fund which is an associate of the Hong Kong resident investor, will be deemed to be subject to tax on their share of the offshore fund's profits from specified transactions that are otherwise taxable under the general assessing provisions. The deeming provision would not apply where the exempt offshore fund is bona fide widely held.

The registers of members of Orlog Capital will be maintained outside Hong Kong. Accordingly the Participating Shares will not constitute Hong Kong stock for the purposes of the Stamp Duty Ordinance of Hong Kong and a charge to Hong Kong stamp duty should not arise on the redemption or transfer of any Participating Shares. There are no exchange controls in Hong Kong.

There is no estate duty in Hong Kong.

The Cayman Islands and FATCA

US Requirements. The Foreign Account Tax Compliance Act (**FATCA**) provisions of the Hiring Incentives to Restore Employment Act (the **HIRE Act**) provide that the Fund must disclose the name, address and taxpayer identification number of certain United States persons that own, directly or indirectly, an interest in the Fund, as well as certain other information relating to any such interest, pursuant to the terms of the intergovernmental agreement between the United States and the Cayman Islands (the **US IGA**) and implementing legislation and regulations which have been adopted by the Cayman Islands. If the Fund fails to comply with these requirements, then a 30% withholding tax will be imposed on payments to the Fund of United States source income. Although the Fund will attempt to satisfy the obligations imposed on them to avoid the imposition of this withholding tax, no assurance can be given that the Fund will be able to satisfy these obligations. In this regard, the Fund may require investors to provide any documentation or other information regarding the investors and their beneficial owners that the Fund determines is necessary or desirable for the Fund to avoid the withholding tax and otherwise comply with the HIRE Act. If the Fund becomes subject to a withholding tax as a result of the HIRE Act, the value of Participating Shares held by all Shareholders may be materially affected, although the Fund generally expects to charge the amounts to relevant investors, as applicable. The Cayman Islands legislation requires the Fund to make an annual report to the Cayman Islands Tax Information Exchange Authority (the **Cayman TIA**). Any information provided by the Fund to the Cayman TIA will be shared with the Internal Revenue Service of the United States.

Other Intergovernmental Agreements. It is possible that further inter-governmental agreements (**future IGAs**) similar to the US IGA may be entered into with other third countries by the Cayman Islands Government to introduce similar regimes for reporting to such third countries' fiscal authorities.

OECD Multilateral Competent Authority Agreement. Over 100 countries have signed the OECD Multilateral Competent Authority Agreement and Common Reporting Standard (the **CRS**) for the implementation of the automatic exchange of tax information based on the OECD's Multilateral Convention on Mutual Administrative Assistance in Tax Matters. The CRS is similar in form and substance to the US IGA and applies in respect of each "participating jurisdiction" (as identified in a list published by the Cayman TIA). The implementation in the Cayman Islands is governed by the Tax Information Authority (International Tax Compliance) (Common Reporting Standard) Regulations (2018 Revision) ("**CRS Regulations**"). As a result of this, Cayman Islands financial institutions, including the Fund, now have substantially expanded international tax compliance obligations and substantially expanded reporting obligations.

By investing (or continuing to invest) in the Fund, investors shall be deemed to acknowledge that: (i) the Fund (or its agent) may be required to disclose to the Cayman TIA certain confidential information in relation to the investor, including, but not limited to, the investor's name, address,

tax identification number (if any), social security number (if any) and certain information relating to the investor's investment; (ii) the Cayman TIA may be required to automatically exchange information as outlined above with the IRS, HMRC and other fiscal authorities (**Competent Authorities**) of CRS "participating jurisdictions"; (iii) the Fund (or its agent) may be required to disclose to the IRS, HMRC and other Competent Authorities certain confidential information when registering with such authorities and if such authorities contact the Fund (or its agent directly) with further enquiries; (iv) the Fund may require the investor to provide additional information and/or documentation which the Fund may be required to disclose to the Cayman TIA; (v) in the event an investor does not provide the requested information and/or documentation and/or has not itself complied with the applicable requirements, whether or not that actually leads to compliance failures by the Fund, or a risk of the Fund's or its investors' being subject to withholding tax under the relevant legislative or inter-governmental regime, the Fund reserves the right to take any action and/or pursue all remedies at its disposal, including, without limitation, compulsory redemption or withdrawal of the investor concerned; and (vi) no investor affected by any such action or remedy shall have any claim against the Fund (or its agent) for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of the Fund in order to comply with any of the US IGA, the CRS Regulations or any future IGAs or agreements, laws or regulations entered into or implemented by the Cayman Islands for the purpose of ensuring and/or enhancing international tax transparency.

Other jurisdictions

It is possible that certain dividends, interest and other income received by the Fund from sources within certain countries may be subject to withholding taxes imposed by such countries. The Fund may also be subject to capital gains taxes or other taxes in some of the countries where it purchases and sells securities or otherwise conducts business. It is impossible to predict in advance the rate of tax that will be paid since the amount of the assets of the Fund to be invested in various countries is uncertain.

GENERAL

Directors' report

The Fund has not, since its incorporation, commenced operations, declared any dividends or made up any accounts. The Fund does not have, nor since its incorporation has it had, any employees, nor is it expected to have any in the future.

Since its incorporation, the Fund has not been, nor is it currently, engaged in any litigation or arbitration. So far as the Directors are aware, no litigation or claim is pending or threatened against the Fund.

Material contracts

The Fund has entered into the following contracts which are, or may be, material:

- (a) an investment management agreement between the Fund and the Investment Manager pursuant to which the Investment Manager was appointed to provide certain investment management services; and
- (b) an administration agreement between the Fund and the Administrator pursuant to which the Administrator was appointed as administrator of the Fund; and

These contracts are summarised in the section headed "Management and Administration" above.

Documents available for inspection

Subject to any applicable confidentiality provisions, the following documents are available for inspection during normal business hours, on any day (except Saturdays, Sundays and public holidays) at the registered office of the Fund:

- (a) the Articles;
- (b) the Companies Act and the Mutual Funds Act;
- (c) the Material Contracts; and
- (d) the most recent audited financial statements of the Fund.

Copies of these documents may be obtained free of charge from the Fund.

Enquiries

Enquiries concerning the Fund and this offering (including information concerning subscription procedures) should be directed to the Directors at invest@orlogcapital.com.

APPENDIX

Selling restrictions

Australia: This Memorandum and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of Participating Shares may not be circulated or distributed, nor may Participating Shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to the public or any member of the public in Australia or to Australian domiciled persons except where such persons are "wholesale clients" as defined in section 761G of the Corporations Act 2001 (Cth) and where disclosure would not be required under Chapter 6D or Part 7.9 of the Corporations Act 2001 (Cth).

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

Hong Kong: WARNING: No action has been taken to permit an offering of Participating Shares in the Fund to the public in Hong Kong. The contents of this Memorandum have not been registered with or reviewed or authorised by any regulatory authority in Hong Kong. Accordingly, no advertisement, invitation or document relating to the interests in the Fund, whether in Hong Kong or elsewhere, shall be issued, circulated or distributed which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong other than (i) with respect to such Participating Shares which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" within the meaning of the SFO and the Securities and Futures (Professional Investor) Rules made thereunder, or (ii) in circumstances that do not constitute an invitation to the public for the purposes of the SFO.

This Memorandum is confidential to the person to whom it is addressed and must not be shown, further issued, passed on, circulated or distributed in any other way to any other person. A subscription application is not invited from any person in Hong Kong other than a person to whom a numbered copy of this Memorandum has been issued and, if made, will not be accepted.

You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document you should obtain independent professional advice.

No person may offer or sell any Participating Shares in Hong Kong, by means of any document or otherwise, other than to "professional investors" as defined in the SFO and any rules made under the SFO.

IMPORTANT: The contents of this Memorandum and any other documents or materials relating to this Memorandum have not been reviewed by any regulatory authority in Hong Kong. Recipients are advised to exercise caution in relation to the offer. If a recipient is in doubt as to any aspect of this offer or the contents of this Memorandum or any other documents or materials relating to this Memorandum, the recipient should consult a licensed securities dealer, bank manager, solicitor, certified public accountant or other professional adviser.

Other jurisdictions: The absence of a discussion in this Memorandum regarding sales restrictions of the Participating Shares in any particular jurisdiction does not imply that the Participating Shares may or may not be purchased in such jurisdiction by prospective investors. Jurisdictions not addressed herein may or may not permit the purchase of the Participating Shares by prospective investors who are subject to the laws and regulations of such jurisdictions. Prospective investors should consult their own professional advisors with respect to the purchase of the Participating Shares.