

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

relating to Participating Shares in

Fortitude Capital Extension (Caymans) Fund

(a Cayman Islands exempted company with limited liability)

Recipient's Name: _____ Memorandum Number:

Date:

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY PARTICIPATING SHARES IN THE FUND IN ANY JURISDICTION OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SALE. AN INVESTMENT IN THE FUND IS SPECULATIVE AND IS NOT INTENDED AS A COMPLETE INVESTMENT PROGRAM.

May 2009

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This Memorandum does not constitute an offer to sell or a solicitation of an offer to buy Participating Shares in the Fund in any jurisdiction to any person to whom it is unlawful to make such an offer or sale.

The Participating Shares in the Fund offered pursuant to this Memorandum have not been registered with or approved by any regulatory authority, (with the exception of filing this document with the Cayman Islands Monetary Authority), nor has any such authority passed upon the accuracy or adequacy of this Memorandum. Any representation to the contrary is unlawful.

The Participating Shares have not been registered under the U.S. Securities Act of 1933, as amended ("**Securities Act**"), the securities laws of any state thereof or the securities laws of any other jurisdiction, nor is such registration contemplated. The Participating Shares will be offered and sold in the United States under the exemption provided by Section 4(2) of the Securities Act and Regulation D promulgated thereunder, and other exemptions of similar import in the laws of the states and other jurisdictions where the offering is made. The Fund will not be registered under the U.S. Investment Company Act of 1940, as amended ("**1940 Act**"). Neither the Investment Manager nor the Investment Adviser will be registered under the U.S. Investment Advisers Act of 1940, as amended ("**Advisers Act**"). There is no public market for the Participating Shares and no such market is expected to develop in the future. The Participating Shares will be offered and sold outside the United States under the exemption provided by Regulation S under the Securities Act. The Participating Shares are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted by the Fund, the Securities Act and other applicable securities laws, pursuant to registration thereunder or exemption therefrom.

No public or other market is expected to develop for the Participating Shares in the Fund. The Participating Shares in the Fund offered hereby may be sold, transferred, hypothecated or otherwise disposed of only upon the terms set out in this Memorandum and the Articles of Association of the Fund which include the requirement to obtain the prior written consent of the Directors which may be withheld without the provision of any reasons. The Fund has the right compulsorily to redeem the shares of an investor at any time for any reason or for no reason.

Investment in the Fund involves special risks, and purchase of the shares in the Fund should be considered only by persons who can bear the economic risk of their investment for an indefinite period and who can afford a total loss of their investment (see Risk Factors below).

The Fund reserves the right to modify, withdraw or cancel any offering made pursuant to this Memorandum at any time prior to consummation of the offering and to reject any subscription, in whole or in part, in its sole discretion.

No offering materials will or may be employed in the offering of shares in the Fund except for this Memorandum (including appendices, exhibits, amendments and supplements hereto) and the documents summarised herein. No person has been authorised to make representations or give any information with respect to the Fund or its shares except for the information contained herein. Investors should not rely on information not contained in this Memorandum or the documents summarised herein. The information contained in this Memorandum is current as at the date of this Memorandum, namely January 2008, unless otherwise stated.

This Memorandum is intended solely for use on a confidential basis by those persons to whom it is transmitted by the Fund in connection with the contemplated private placement of shares in the Fund. Recipients, by their acceptance and retention of this Memorandum, acknowledge and agree to preserve the confidentiality of the contents of this Memorandum and all accompanying documents and to return this Memorandum and all such documents to the Fund or the Administrator if the recipient does not purchase any shares in the Fund. Neither this Memorandum nor any of the accompanying documents may be reproduced in whole or in part, nor may they be used for any purpose other than that for which they have been submitted, without the prior written consent of the Fund.

Neither the Fund, the Administrator nor the Investment Manager is making any representation to any offeree or investor in the Fund regarding the legality of investment by such offeree or investor under applicable investment or similar laws.

The Participating Shares of the Fund offered hereby have not been approved or disapproved by the U.S. Securities and Exchange Commission (“SEC”) or by the securities regulatory authority of any state or of any other jurisdiction, nor has the SEC or any such securities regulatory authority passed upon the accuracy or adequacy of this Memorandum, as it may be amended, restated or supplemented from time to time. Any representation to the contrary is a criminal offence.

This Memorandum is based on the law and practice currently in force in the Cayman Islands and is subject to changes therein. No invitation to the public in the Cayman Islands to subscribe for any shares in the Fund is permitted to be made. This Memorandum should be read in conjunction with the Articles of Association of the Fund.

Investors are not to construe the contents of this Memorandum as legal, business or tax advice. Each investor should consult his own attorney, business adviser and tax adviser as to legal, business, tax and related matters concerning this offering.

The distribution of this Memorandum and the offer and sale of the shares in certain jurisdictions may be restricted by law. Prospective investors should inform themselves as to the legal requirements and tax consequences within the countries of their citizenship, residence, domicile and place of business with respect to the acquisition, holding or disposal of shares, and any foreign exchange restrictions that may be relevant thereto.

INVESTORS (AND EACH EMPLOYEE, REPRESENTATIVE OR OTHER AGENT OF INVESTORS) MAY DISCLOSE TO ANY AND ALL PERSONS, WITHOUT LIMITATIONS OF ANY KIND, THE TAX TREATMENT AND TAX STRUCTURE OF THE TRANSACTION AND ALL MATERIALS OF ANY KIND (INCLUDING OPINIONS OR OTHER TAX ANALYSIS) THAT ARE PROVIDED TO INVESTORS RELATING TO SUCH TAX TREATMENT AND TAX STRUCTURE. THIS AUTHORIZATION OF TAX DISCLOSURE IS RETROACTIVELY EFFECTIVE TO THE COMMENCEMENT OF THE FIRST DISCUSSIONS BETWEEN SUCH INVESTOR AND THE FUND REGARDING THE TRANSACTIONS CONTEMPLATED HEREIN.

DISCUSSIONS IN THIS MEMORANDUM BELOW AS THEY RELATE TO CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES ARE NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING UNITED STATES FEDERAL TAX PENALTIES. SUCH DISCUSSIONS WERE WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED IN THIS MEMORANDUM, AND ANY TAXPAYER TO WHOM THE TRANSACTIONS OR MATTERS ARE BEING PROMOTED, MARKETED OR RECOMMENDED SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISER.

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE FUND AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY U.S. FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND THE APPLICABLE U.S. STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. SUBJECT TO LIMITED REDEMPTION RIGHTS DESCRIBED HEREIN, INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

PROSPECTIVE INVESTORS SHOULD REVIEW ANNEXURE C FOR CERTAIN INFORMATION RELATING TO OFFERS AND SALES OF INTERESTS TO INVESTORS IN CERTAIN NON-U.S. JURISDICTIONS.

SUMMARY OF THE OFFERING

This summary is qualified in its entirety by the more detailed information included, or referred to, in this Memorandum.

The Fortitude Capital Extension (Caymans) Fund (“**Fund**”) is as an exempted company with limited liability under the provisions of the Companies Law (as amended) of the Cayman Islands. The Fund is registered as a regulated mutual fund under the Mutual Funds Law (as amended) of the Cayman Islands.

The investment objective of the Fund is to achieve long term capital appreciation by delivering consistent short term gains. The investment strategy has defined risk reward parameters in which the major objective is the preservation of capital. The Fund intends to invest primarily in equities and equity-related securities listed on the Australian markets. The Fund will seek to achieve its investment objective through a multi-strategy approach which includes derivative enhancement and protection, convergence trading, merger and acquisition transactions, yielding hybrids and equity long/short strategies.

The minimum initial subscription amount in the Fund is US\$1,000,000 for the U.S. Dollar Shares and €1,000,000 for the Euro Shares, subject to the discretion of the Directors to accept a lower amount of not less than US\$50,000 in respect of U.S. Dollar Shares or the equivalent € in respect of Euro Shares. The Fund reserves the right to raise or lower the minimum initial subscription amount.

To subscribe for Participating Shares each prospective investor must complete and execute the Subscription Form, return it to the Administrator and procure that subscription amounts in cleared funds are received in the Fund’s relevant subscription account no later than 2:00 p.m. (Sydney time) three Business Days prior to the relevant Subscription Day from existing or new investors.

A holder of Participating Shares may redeem some or all of his Participating Shares on a Redemption Day at the Net Asset Value per Participating Share as at such Redemption Day, or if such day is not a Business Day, as at the immediately preceding Business Day. The Directors may in their sole discretion permit subscriptions and/or redemptions of Participating Shares at any other times either generally or in any particular case.

The Directors have the right, in their sole discretion and at any time and from time to time, to issue new classes of shares in the capital of the Fund upon such terms and in such manner as they may determine. These shares will generally participate directly in the investments in respect of which the net proceeds of issue are utilised.

Participating Shares offered by way of this Memorandum will be offered on each Subscription Day at the Net Asset Value per Participating Share of the relevant Class on the Valuation Day immediately preceding the relevant Subscription Day.

ALL POTENTIAL INVESTORS SHOULD CAREFULLY REVIEW THE INFORMATION PRESENTED IN THE “RISK FACTORS” SECTION SET OUT BELOW FOR A DESCRIPTION OF CERTAIN RISKS ASSOCIATED WITH AN INVESTMENT IN THE FUND (INCLUDING THE RISK OF A COMPLETE LOSS OF THEIR INVESTMENT).

DIRECTORY

Registered Office of the Fund

Fortitude Capital Extension
(Caymans) Fund
c/o Walkers SPV Limited
Walker House
87 Mary Street
George Town
Grand Cayman KY1-9002
Cayman Islands

Fund Directors

Alison Tweed
[Abali Hoilett](#)

Investment Manager

Fortitude Capital Management Limited
c/o Genesis Trust & Corporate Services Ltd.
2nd Floor, Compass Centre
Grand Cayman KY1-1106
Cayman Islands

Investment Adviser

Fortitude Capital Pty Limited
Suite 2.02, Level 2
350 George Street
Sydney NSW 2000
Australia

Prime Broker

UBS AG, London Branch
1 Finsbury Avenue
London, EC2M 2PA
United Kingdom

Auditors

Ernst & Young
Suite 6401
62 Forum Lane
Camana Bay
Grand Cayman KY1-1106
Cayman Islands

Administrator

Kingsway Taitz Fund Administration Pty
Limited
Level 2, 37 Bligh Street
Sydney NSW 2000
Australia

Cayman Islands Legal Counsel

Walkers
Walkers House
87 Mary Street
George Town
Grand Cayman KY1-9001
Cayman Islands

Australian and New Zealand Legal Counsel

DLA Phillips Fox
201 Elizabeth Street
Sydney NSW 2000
Australia

DEFINITIONS

Administrator	Kingsway Taitz Fund Administration Pty Limited in its capacity as the administrator of the Fund.
Articles	The Memorandum and Articles of Association of the Fund, as amended, substituted or supplemented from time to time.
Auditors	Ernst & Young.
Business Day	A day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in foreign currencies in Sydney and Dublin and on which the Australian Securities Exchange is open for normal trading or such other different days as the Directors may from time to time determine.
Class	A class of Participating Shares of the Fund.
Dealing Day	Subscription Day or Redemption Day, or such other day as the Directors may from time to time determine.
Directors	The directors of the Fund for the time being, or as the case may be, the directors assembled as a board or as a committee thereof and "Board of Directors" shall have a corresponding meaning.
Eligible Investor	Any person who is not a Restricted Person.
Euro Shares	A Participating Share denominated in EUR with a par value of €0.001.
Fund	Fortitude Capital Extension (Caymans) Fund.
Fiscal Year	The period beginning on 1 July of each year and ending on 30 June of that year, or such other period or periods as the Directors may from time to time determine.
Investment Adviser	Fortitude Capital Pty Limited (ABN 62 100 306 723) is an Australian incorporated company and acts as the investment adviser to the Investment Manager. Fortitude Capital Pty Limited holds an Australian financial services licence issued by the Australian Securities and Investments Commission (Licence No.221131).
Investment Manager	Fortitude Capital Management Limited, a Cayman Islands exempted company with limited liability.
Law	The Companies Law of the Cayman Islands (as amended).
Management Shares	The voting non-participating shares of par value US\$0.001 each in the capital of the Fund.
Memorandum	This confidential private placement memorandum as amended, substituted or supplemented from time to time.
Minimum Holding	Participating Shares having, in aggregate, a Net Asset Value as at the last Valuation Day of not less than US\$1,000,000 for the U.S. Dollar Shares and not less than €1,000,000 for the Euro Shares, or such lower aggregate Net Asset Value as the Directors may in

their discretion determine in any particular case or generally.

Minimum Investment	The minimum initial subscription amount from each investor is US\$1,000,000 for the U.S. Dollar Shares and €1,000,000 for the Euro Shares, subject to the discretion of the Directors to accept a lower amount of not less than US\$50,000 in respect of U.S. Dollar Shares or the equivalent € in respect of Euro Shares. Existing Participating Shareholders may increase their investment in multiples of US\$100,000 for the U.S. Dollar Shares and €100,000 for the Euro Shares, subject to the discretion of the Directors to accept a lower amount.
Minimum Redemption	That number of Participating Shares having a total redemption value of at least US\$100,000 for U.S. Dollar Shares and €100,000 for Euro Shares. The Directors may in their absolute discretion accept redemptions for less than the Minimum Redemption.
Net Asset Value or NAV	The total value of all of the assets of the Fund minus all the debts, liabilities, obligations of the Fund, calculated in A\$.
Net Asset Value per Participating Share	The Net Asset Value of each Class of Participating Shares divided by the number of Participating Shares of that Class outstanding on the relevant Valuation Day, rounded to the nearest integral unit of the applicable Operational Currency (e.g. 0.5 of a cent being rounded up).
Operational Currency	US\$ for U.S. Dollar Shares and € for Euro Shares; and in relation to other Classes, such currency as the Directors shall determine in accordance with the Articles.
Participating Share or Share	A participating non-voting redeemable share in the capital of the Fund of US\$0.001 par value for U.S. Dollar Shares and €0.001 par value for Euro Shares and such other Classes having such Operational Currencies as determined by the Directors. All references to "Participating Shares" herein shall be deemed to be Participating Shares of any or all classes as the context may require.
Participating Shareholder	The person registered as the holder of a Participating Share in the Register of Members of the Fund required to be kept pursuant to the Law.
Redemption Day	The last Business Day of each month and such other day or days as the Directors may from time to time determine either generally or in any particular case.
Redemption Notice	The Redemption Notice in the form attached as Annexure B to this Memorandum or in such other form as the Directors may from time to time determine.
Redemption Price	<p>The Redemption Price will be denominated in the applicable Operational Currency and will be equal to the Net Asset Value per Participating Share of the relevant Class at the Valuation Point relating to the relevant Redemption Day, after adjustment for:</p> <ul style="list-style-type: none">(i) any accrual of Management Fees and Performance Fees due;(ii) any redemption or other fee applicable to the Participating Shares being redeemed which shall be such amount as

the Directors may from time to time determine upon the issue of the relevant Participating Shares,

the result being rounded to the nearest integral unit of the applicable Operational Currency (e.g. 0.5 of a cent being rounded up).

Register of Members	The register of Participating Shareholders and holders of Management Shares.
Restricted Person	Any person holding Participating Shares: <ul style="list-style-type: none">(i) in breach of the law or requirements of any country of governmental authority; or(ii) in circumstances (whether directly or indirectly affecting such Person and whether taken alone or in conjunction with any other Person, connected or not, or any other circumstances) which, in the opinion of the Directors, might result in the Fund incurring any liability to taxation or suffering any other pecuniary, legal or administrative disadvantage which the Fund might not otherwise have incurred or suffered.
Shareholder	Any person holding Participating Shares whose name is entered in the Register of Members of the Fund.
Subscription Day	The first Business Day of each month and such other day or days as the Directors may from time to time determine either generally or in any particular case.
Subscription Form	The Subscription Form in the form attached as Annexure A1 for non-U.S. Persons and Annexure A2 for U.S. Persons to this Memorandum or in such other form as the Directors may from time to time determine.
Subscription Price	Participating Shares offered by way of this Memorandum will be offered at a Subscription Price of the Net Asset Value per Participating Share of the relevant Class as at the relevant Valuation Point relating to the relevant Subscription Day plus an amount which the Directors consider in their sole discretion to be an appropriate allowance to reflect an amount equal to any Equalization Credit (as defined on page 18) payable in respect of Participating Shares of the relevant Class at the time of subscription.
U.S. Dollar Share	A Participating Share denominated in US\$ with a par value of US\$0.001.
U.S. Person	As defined in Regulation S of the Securities Act, which provides generally that a U.S. person is : (a) any natural person resident in the United States; (b) any partnership or corporation organized or incorporated under the laws of the United States; (c) any estate of which any executor or administrator is a U.S. person; (d) any trust of which any trustee is a U.S. person; (e) any agency or branch of a foreign entity located in the United States; (f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person; (g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident, in the United States; and (h) any partnership or corporation if (1) organized or

incorporated under the laws of any non-U.S. jurisdiction and (2) formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) promulgated under the Securities Act) who are not natural persons, estates or trusts. Notwithstanding the foregoing, the following persons do not constitute "U.S. Persons": (a) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident, in the United States; (b) any estate of which any professional fiduciary acting as executor or administrator is a U.S. person if (1) an executor or administrator of the estate who is not a U.S. person has sole or shared investment discretion with respect to the assets of the estate and (2) the estate is governed by non-U.S. law; (c) any trust of which any professional fiduciary acting as trustee is a U.S. person if another trustee of such trust who is not a U.S. person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person; (d) an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country; (e) any agency or branch of a U.S. person located outside the United States if (1) the agency or branch operates for valid business reasons and (2) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and (f) the International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans.

Valuation Day

The last Business Day of each Month, and such other day or days as the Directors may from time to time determine either generally or in any particular case.

Valuation Point

The close of business in the last relevant market to close on the Valuation Day or such other time on such other day or days as the Directors may from time to time prescribe.

Capitalised terms used in this Memorandum and not otherwise defined in this Memorandum, have the meanings ascribed to them in the Articles of Association of the Fund. References to US\$ or USD are references to the lawful currency of the United States. References to A\$ or AU\$ are references to the lawful currency of Australia. References to € and EUR are references to the lawful currency of the European community.

INVESTMENT OBJECTIVE, STRATEGY AND GUIDELINES

Investment Objective

The investment objective of the Fund is to achieve long term capital appreciation by delivering consistent short term gains. The investment strategy has defined risk reward parameters in which the major objective is the preservation of capital. The Fund intends to invest primarily in equities and equity-related securities listed on the Australian markets ("**Australian Securities**"). There can be no assurance that the Fund's investment objective will be achieved.

Investment Style

The Fund is multi-strategy with a market neutral bias. The investment universe is predominately listed securities within Australia. The philosophy is take advantage of short term pricing inefficiencies across a multitude of strategies and incorporates stringent risk management techniques to ensure the preservation of capital. The portfolio incorporates a derivative overlay for both protection and enhancement.

Investment Strategies and Limits

The Fund may invest in, among other things, common stock; preference shares; derivative instruments, including futures and options listed on both the Australian Securities Exchange (the "**ASX**") and Sydney Futures Exchange (the "**SFE**"); warrants and other equity instruments. The Fund may also invest in Australian Securities listed on foreign markets, including, but not limited to, the United States of America, the United Kingdom, Hong Kong, Japan, Singapore and Germany (collectively, "**Foreign Exchanges**"). In addition, the Fund may trade in foreign listed securities for the purpose of mergers and acquisitions and arbitrage trades against Australian Securities. It is not expected that more than 20% of the Fund's net asset value will be exposed to Foreign Exchanges.

The Fund will seek to achieve its investment objective through a multi-strategy approach which includes, but is not limited to, derivative enhancement and protection, convergence trading, merger and acquisition transactions, yielding hybrids and equity long/short strategies. The Directors do not intend to use fixed guidelines in allocating the Fund's assets among these strategies and may increase or decrease the Fund's allocation to a particular strategy at any time. In addition, the Directors may, without shareholder approval, eliminate existing strategies or add new strategies in the future. These investment strategies may change from time to time to reflect market conditions and although the Directors may, it is not obligated to advise changes in investment strategies from time to time to Shareholders. The Fund currently proposes to invest within the following investment strategies and limits:

Derivatives: The Fund may use derivatives in order to (i) hedge short-term risk; (ii) hedge overall portfolio exposure; (iii) enhance the return profile of an individual security; and (iv) as a stock substitute. The Fund's use of derivatives will be limited to purchasing exchange traded options and/or writing derivatives strictly with stock or derivative protection. The investment mandate includes a strict 'long volatility' policy in which derivatives will not be short sold without the appropriate cover. The Fund will not trade over-the-counter derivatives.

Convergence strategies: This strategy includes any short to medium term fungible deals that involves the conversion of a CDI, ADR, deferred delivery security and or rights issues into ordinary securities. The strategy also includes longer term convergence trades between convertible preference shares and their listed equivalent.

M&A strategies: This strategy includes announced deals only, agreed mergers, cash and scrip bids. The strategy will also trade both discount and premium bids. In addition, the Fund may trade in foreign listed securities for the purpose of mergers and acquisitions and arbitrage trades against Australian

Securities. It is not expected that more than 20% of the Fund's net asset value will be exposed to Foreign Exchanges.

Yield: The portfolio will hold listed debt instruments as an alternative to cash holdings. This will include low delta convertibles and hybrids with some out-of-the money equity upside.

Long/Short Strategies: By definition long/short transactions have no direct hedging and or derivative coverage, but may be the first leg in a transaction before the position is hedged. The portfolio includes IPOs, secondary issues and placements.

Leverage: The use of leverage will be an important component of the Fund's overall strategy. The use of leverage will be limited to the following market exposure guidelines;

- Gross long limit 250% long NAV.
- Gross short limit 250% short NAV.
- By definition, the sum of the long market value and the short market value cannot exceed five times the account equity.

Market Exposure:

- Net limit 50% long or 50% short of portfolio.
- Largest long can represent 10% of the NAV of the Fund as at acquisition but not more than 20% when marketed to market.
- Largest short position can represent 5% of the NAV of the Fund as at acquisition but not more than 10% when marketed to market.
- No position can represent more than 5% of the issued capital of a company.
- Small cap shares capitalized at less than \$A500 million cannot represent more than 10% of the portfolio with no individual holding greater than 5%.

The Investment Manager, in conjunction with the Investment Adviser, will endeavour to work within the investment, allocation and other limits set out in the Memorandum. However, these should be viewed as objectives only and not as absolute limits. Where they are exceeded for any reason, for example, due to market movements of the Fund cash flows, the Investment Manger will endeavour to address the excess and effect such adjustments as necessary to meet the limits set out in this Memorandum.

THERE CAN BE NO ASSURANCE THAT THE FUND'S INVESTMENT STRATEGY WILL ACHIEVE PROFITABLE RESULTS. AS A RESULT OF INVESTMENT RISKS, AN INVESTOR MAY LOSE ALL OF THE CAPITAL IT HAS INVESTED IN THE FUND.

INFORMATION ON THE DIRECTORS, THE INVESTMENT MANAGER, ADMINISTRATOR AND OTHER ADVISERS

The Directors

The Directors of the Fund have overall authority over, and responsibility for, the operations and management of the Fund. The Fund has, however, delegated the investment management of the Fund and its investments to the Investment Manager and the administration of the Fund to the Administrator on the terms of the Investment Management Agreement and Administration Agreement respectively.

The Directors of the Fund are:

Alison Tweed

Ms Tweed is currently a Vice President at Walkers Fund Services Limited. Walkers Fund Services Limited is a licensed Cayman Islands Trust Company and Mutual Fund Administrator. Prior to joining Walkers Fund Services Limited, Ms Tweed was employed by Credit Suisse Investment Services (Cayman) Limited as part of their fund administration team and served as Compliance Officer.

Prior to her employment at Credit Suisse, Ms Tweed was an audit senior at Deloitte in Johannesburg, South Africa and San Jose, California. She led a team that was responsible for the accurate and timely delivery of audit reports and financial statements to a wide range of clients.

Ms. Tweed also has a significant amount of risk based audit and tax experience gained during her employment with Deloitte.

Ms Tweed is a member of the South African Institute of Chartered Accountants and she received a Bachelor of Accounting degree from Rhodes University in Grahamstown (South Africa). Ms Tweed has been involved in the investment funds industry since 2005.

Abali Hoilett

Mr Hoilett is a Vice President of Walkers Fund Services Limited. Walkers Fund Services Limited is a licensed Cayman Islands Trust Company and Mutual Fund Administrator. Mr Hoilett is actively involved in the review and approval of the transactional documents used to establish trust and hedge fund structures. Through the course of performing his fiduciary duties, Mr Hoilett liaises with attorneys, investment managers and other service providers located around the globe.

Prior to joining Walkers Fund Services Limited, Mr Hoilett was employed with RBC Dominion Securities (Global) Limited a wholly owned subsidiary of Canada's RBC Dominion Securities Inc. While at RBC Dominion Securities (Global) Limited, Mr Hoilett was charged with creating investment portfolios for institutions and High Net Worth clients and facilitating securities trading and management of these portfolios. During his tenure at RBC Dominion Securities, Mr Hoilett established and maintained client relationships with U.S. and Canadian exchange listed entities and their Caribbean subsidiaries along with industry leading mutual and hedge fund complexes.

Mr Hoilett holds a BS in Finance from Seton Hall University's Stillman School of Business. In addition, Mr Hoilett has completed Canadian Licensing examinations such as the Canadian Securities Course (CSC), The Derivatives Fundamentals Course (DFC), The Options Licensing Course (OLC), The Futures Licensing Course (FLC). Mr Hoilett is also enrolled in the Chartered Financial Analyst (Level II) and Chartered Alternative Investment Analyst (Level II) programs.

The holders of the Management Shares may appoint new Directors or remove Directors from time to time. The Directors may appoint new Directors from time to time.

The Directors shall serve until their death, resignation or removal in accordance with the Articles. The Articles do not stipulate a retirement age for Directors. A Director shall not be required to be a shareholder of the Fund. A vacancy on the Board of Directors may be filled by a majority vote of the remaining Directors.

The Fund may compensate the Directors for the services provided by them. All Directors are entitled to be paid or reimbursed for their out-of-pocket expenses incurred by them in attending and returning from meetings of the board of Directors or any committee thereof, meetings of Participating Shareholders or otherwise in connection with the business of the Fund.

The Investment Manager

Fortitude Capital Management Limited, a Cayman Islands limited liability exempted company incorporated on 24 June 2004, has been appointed investment manager to the Fund (the "**Investment Manager**") pursuant to the terms of an investment management agreement between the Fund and the Investment Manager (the "**Investment Management Agreement**").

The Investment Manager has been appointed to manage the Fund and its investments subject to the overall supervision of the Directors, to recommend to the Directors on an ongoing basis the investment, realisation and re-investment of the assets of the Fund and supervise the implementation of the investment objective and strategies of the Fund subject to any investment restrictions.

The directors of the Investment Manager are:

John Corr

John has nearly 20 years experience in the Australian financial markets with a specialization in equity derivatives and proprietary trading. From 1987 to 1995 John worked on the derivatives sales desk for a number of major investment banks, advising and executing for local and offshore institutions, corporates and traders.

Prior to joining Fortitude Capital, John was for six years the Director of proprietary trading at Citigroup Global Markets Australia. He worked in proprietary trading for eight years, trading local and overseas equities and equity derivatives, index futures and was responsible for the management and development of a team of equity proprietary traders.

His responsibilities included the execution of strategy, establishing; reviewing; and monitoring risk limits for individual traders and aggregate team position; reporting to senior management on performance and risk management.

John was profitable in each of the eight years he was a proprietary trader with Citigroup and was recognized as a trader that was successful through the many different stages of the market cycle.

John is a director of Fortitude Capital.

GFS Management Limited

GFS Management Limited is a Cayman Islands registered company and is wholly owned by Genesis Fund Services Ltd., which is a subsidiary of Genesis Trust & Corporate Services Ltd. ("**Genesis Trust**"). GFS Management Limited acts as a service company of Genesis Fund Services Ltd., which holds a Mutual Fund Administrators Licence in the Cayman Islands and therefore it does not require a separate licence.

GFS Directors Limited

GFS Directors Limited is a Cayman Islands registered company and is wholly owned by Genesis Fund Services Ltd., which is a subsidiary of Genesis Trust & Corporate Services Ltd. ("**Genesis Trust**"). GFS Directors Limited acts as a service company of Genesis Fund Services Ltd., which holds a Mutual Fund Administrators Licence in the Cayman Islands and therefore it does not require a separate licence.

J Paul Drake is a Director of GFS Management Limited and GFS Directors Limited.

J. Paul Drake

J. Paul Drake qualified as a Chartered Accountant in 1995, in England, and went onto work for KPMG Cayman from 1997 to 2003. His primary role was to work for KPMG Cayman Islands' fully licensed trust company, being Genesis Trust, providing a comprehensive range of services to clients. Mr Drake specialised in cross-border transactions and the utilisation of complicated structures, he also manages directorial and trustee services. During 2004, Mr Drake successfully completed a management buyout of Genesis Trust and has since expanded the range of services offered in order to take advantage of his knowledge of the fund industry.

Mr Drake is a member of the Institute of Chartered Accountants of England and Wales and a member of the Cayman Islands Society of Professional Accountants. Paul is also a Notary Public in the Cayman Islands.

The obligations and duties of the Investment Manager under the Investment Management Agreement include managing, on behalf of the Fund, the investment and reinvestment of the assets of the Fund on a discretionary basis, subject to the overall supervision of the Fund and the investment restrictions, carrying out the investment objective and keeping the investment objective under review, advising the Directors on the Fund's investment strategy, making all purchases and sales of securities and other investments for the Fund, negotiating all borrowing arrangements of the Fund and supervising the implementation of such arrangements, determining how any voting rights of securities held by the Fund should be exercised, recommending the manner in which moneys required for the redemption of Participating Shares or other purposes of the Fund should be realised, preparing material other than accounts for inclusion in annual or other reports of the Fund and assisting in the procurement of subscriptions from new investors.

The Investment Management Agreement authorises the Investment Manager to enter into agreements with others pursuant to which services will be provided to the Fund and also to delegate its responsibilities to others, subject to retaining certain responsibilities for evaluating and co-ordinating the services offered by others. The Investment Management Agreement will continue indefinitely although it may be terminated by the Fund following a material breach of the Investment Management Agreement by the Investment Manager or as otherwise provided for in the Investment Management Agreement. The Investment Management Agreement also provides that the Investment Manager, its directors, officers and employees, as well as the Investment Adviser, shall not be liable to the Fund (or any Participating Shareholder of the Fund) for any action taken or not taken by it or for any action taken or not taken by any other person with respect to the Fund (or any Participating Shareholder of the Fund) or in respect of the investments of the Fund provided that the persons seeking to rely on the indemnity have acted in a manner not involving negligence, wilful default, fraud, dishonesty and that the Fund indemnify the Investment Manager and each director, officer or employee of the Investment Manager, as well as the Investment Adviser, against any losses, claims, damages and liabilities, costs and expenses (including legal and other expenses reasonably incurred in connection with such liabilities) to which such person may become subject by reason of it being the Investment Manager or a director, officer or employee of the Investment Manager, or of it being the Investment Adviser, (but only to the extent and with respect to services performed by the Investment Manager or such director, officer or employee of the Investment Manager or services performed by the Investment Adviser, for or on behalf of the Fund or relate to the Fund, or relate to investment management services contemplated by the Memorandum) provided that the persons seeking to rely on the indemnity have acted in a manner not involving negligence, wilful default, fraud or dishonesty.

The Investment Management Agreement requires that the Investment Manager act in a fair and equitable manner in allocating investment opportunities to the Fund, but does not otherwise impose any specific obligations or requirements concerning the allocation of time, effort or investment opportunities to the Fund or any restrictions on the nature of timing of investments for the account of the Fund and for any other accounts which the Investment Manager may manage.

The fees payable to the Investment Manager are set out in Fees and Expenses below.

The Investment Adviser

The Investment Manager has appointed an investment adviser, Fortitude Capital Pty Limited (the "**Investment Adviser**") to provide recommendations and investment advice to the Investment Manager in relation to the management of the assets of the Fund. The Investment Manager will bear the fees of the Investment Adviser.

The Investment Adviser is an Australian incorporated company established in April 2002 and holds an Australian financial services licence issued by the Australian Securities and Investments Commission (Licence No. 221131). The directors of the Investment Adviser are:

John Corr

Prior to joining the Investment Adviser, John was for six years the Director of Proprietary trading at Citigroup Global Markets Australia. He worked in proprietary trading for eight years, trading local and overseas equities and equity derivatives, index futures and was responsible for the management and development of a team of equity proprietary traders. This included the execution of strategy, establishing; reviewing; and monitoring risk limits for individual traders and aggregate team position; reporting to senior management on performance and risk management.

John is one of Australia's most successful proprietary traders. His reputation within the Australian equities market is well known. A summary of John's Citigroup Global Markets eight year track record can be provided if required.

Independent Client Representative

The Fund has the authority to appoint a person (the "**Independent Client Representative**") unaffiliated with the Investment Manager, the Investment Adviser or any of their affiliates to act as the agent of the Fund to give or withhold any consent of the Fund required under applicable law (subject always to applicable law), including a transaction in which the Investment Manager and/or the Investment Adviser causes the Fund to purchase securities or other instruments from, or sell securities or other instrument to, the Investment Manager's or the Investment Adviser's affiliates or to engage in brokerage transactions in which any of the Investment Manager's or any of the Investment Adviser's affiliates acts as a broker for another person on the side of the transaction opposite that of the Fund (i.e., agency cross transaction). If appointed, the Independent Client Representative may be paid by the Fund and will receive an indemnity from the Fund for claims arising out of its activity in such capacity.

Administrator

The Fund has entered into an Administration Agreement (the "**Administration Agreement**") with Kingsway Taitz Fund Administration Pty Limited (the "**Administrator**"). Under the Administration Agreement, the Administrator will perform certain administrative, accounting and registry services for the Fund.

Pursuant to the Administration Agreement, the Administrator is responsible, under the ultimate supervision of the Fund's Board of Directors, for matters pertaining to the administration of the Fund, namely: (i) calculating the Net Asset Value; (ii) maintaining financial books and records so far as may be necessary to give a complete record of all transactions carried out by the Administrator on behalf of the Fund; and (iii) providing registry services in connection with the issuance, transfer and redemption of the Participating Shares; and other services as agreed on by the parties.

The principal Register of Members of the Fund is held in the Cayman Islands.

For the purpose of calculating the Net Asset Value of the Fund, the Administrator will rely on, and shall not be responsible for the accuracy of, financial data furnished to it by the Investment Manager, the Prime Broker (defined below) and the custodian and/or any independent third party pricing services and which is received by it in good faith. The Administrator will not be responsible or liable for the accuracy of information furnished by other persons in performing its services for the Fund. The Administrator in no way acts as guarantor or offeror of the Fund's Participating Shares or any underlying investment, nor is it responsible for the actions of the Fund's sales agents, the Prime Broker, the custodian, any other brokers or the Investment Manager.

Under the Administration Agreement:

(a) the Fund has agreed to indemnify and keep indemnified the Administrator, its affiliates, directors and other officers, shareholders, servants, employees, agents and permitted delegates and sub-delegates under the Administration Agreement (together "**Indemnified Parties**") from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, claims, demands, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Administrator or any other Indemnified Parties however arising (other than by reason of its gross negligence, fraud, wilful misconduct or from a material breach of the Administration Agreement on the part of the Administrator or any other Indemnified Parties) in connection with the provision of the services under the Administration Agreement; and

(b) in the absence of gross negligence, fraud or wilful misconduct by the Administrator or any other Indemnified Party in the provision of the services under the Administration Agreement, or a material breach of the Administration Agreement by the Administrator or any other Indemnified Party, neither the Administrator nor any other Indemnified Party shall be liable to the Fund, the Investment Manager or any Participating Shareholder of the Fund on account of anything done, omitted or suffered by the Administrator or any other Indemnified Party in good faith in the provision of the services pursuant to the Administration Agreement.

The Administrator is not responsible for any trading decisions of the Fund (all of which will be made by the Investment Manager).

The Administration Agreement is for an indefinite term, provided, however, that the Administration Agreement is subject to termination by the Administrator or by the Fund upon ninety (90) days' written notice (or such shorter notice as the parties may agree), or immediately in certain other circumstances specified therein.

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

The Administrator is a service provider to the Fund and is not involved directly or indirectly with the organisation, sponsorship, management or other activities of the Fund. The Administrator is not responsible for the preparation of this Memorandum and neither the Administrator nor any Indemnified Party accepts any responsibility or liability for any information contained in this Memorandum.

The Prime Broker

The Fund has appointed UBS AG, London Branch, 1 Finsbury Avenue, London, EC2M 2PA, United Kingdom as its prime broker and custodian.

UBS provides prime brokerage services to the Fund under the terms of the Master Prime Brokerage Agreement between the Fund and UBS (the "**Agreement**"). These services may include providing the Fund with margin financing, clearing, settlement, stock borrowing and foreign exchange facilities. The Fund may also use UBS and other brokers and dealers to execute transactions for the Fund. UBS also provides a custody service for all the Fund's investments held by UBS in accordance with the Agreement. UBS is regulated by the Financial Services Authority ("FSA") of the United Kingdom in the conduct of its investment business.

UBS may appoint sub-custodians of the Fund's investments. UBS must exercise reasonable skill, care and diligence in the selection of any sub-custodian. UBS must satisfy itself of the ongoing suitability of the sub-custodian to provide custodial services to the Fund, maintain what UBS considers an appropriate level of supervision over the sub-custodian, and make what UBS considers appropriate periodic inquiries to confirm that the sub-custodian is competently discharging its obligations. In accordance with FSA rules, UBS must identify, record and hold the Fund's investments held by UBS as custodian so that the identity and location of the investments can be identified at any time. The investments must be readily identifiable as belonging to a customer of UBS, separate from UBS' own investments and so unavailable to creditors of UBS. The Fund's investments may be registered in UBS' name if it is in the Fund's best interests or UBS cannot do otherwise due to law or

practice, in which case the investments might not be segregated from UBS's own investments, and if UBS defaults may not be as well protected.

As security for the payment and discharge of all liabilities of the Fund to UBS, all investments and cash held by UBS are charged by the Fund in UBS's favour and constitute collateral for the purposes of the FSA rules. Investments and cash may also be deposited by the Fund with UBS as margin and constitute collateral for the purposes of the FSA rules.

UBS does not give client money protection under the FSA's Client Money Rules to cash which UBS receives on the Fund's behalf. The Fund's cash is not segregated from UBS' own cash and may be used by UBS in the course of its business. The Fund ranks as one of UBS's general creditors for the cash balance.

The Fund's investments may be borrowed, lent or otherwise used by UBS for its own purposes. These investments become the property of UBS and the Fund has a right against UBS for the return of equivalent assets. The Fund ranks as an unsecured creditor for the equivalent assets, and if UBS becomes insolvent the Fund may not be able to recover the equivalent assets in full.

No UBS Group company is liable for any loss of the Fund resulting from any act or omission relating to the services provided under the terms of the Agreement unless the loss results from the negligence, wilful default or fraud of UBS Group. UBS is not liable for the solvency, acts or omissions of any sub-custodian which holds or controls any of the Fund's investments or cash (other than UBS' obligations of selection and suitability of the sub-custodian set out above). UBS accepts the same level of responsibility for nominee companies controlled by UBS as for UBS's own acts. The Fund indemnifies UBS Group against any loss or claims arising out of the Agreement, except to the extent that the losses or claims result from the negligence, wilful default or fraud of UBS Group.

The Fund (and not UBS) is responsible for ensuring that the Fund's assets are delivered to UBS as prime broker and custodian (other than margin deposits). UBS is not responsible for monitoring the Fund's compliance with this obligation.

UBS has financial resources in excess of US\$200 million and has a credit rating, as at the date of this document, of Aaa from Moody's and AA+ from Standard & Poor's for long term and a rating of P-1 and A-1+, respectively, for short term debt from those agencies.

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

The Fund reserves the right to change prime brokerage and custodian arrangements by agreement with UBS and to appoint additional or alternative prime brokers and custodians.

The Auditor

Ernst & Young of Suite 6401, 62 Forum Lane, Camana Bay, Grand Cayman KY1-1106, Cayman Islands, has been appointed to act as auditors to the Fund.

FEES AND EXPENSES

Investment Manager's Fees

The Investment Manager shall receive a management fee (the "**Management Fee**"), payable monthly in arrears by the Fund, which is equal to $(1/12 \times 1.5\%$ per annum) of the Net Asset Value of the Fund calculated as at the Valuation Point of the relevant Valuation Day.

Performance Fee

The Investment Manager will also be entitled to receive a performance fee ("**Performance Fee**") from the Fund calculated on a share-by-share basis so that each Participating Share is charged a Performance Fee which equates precisely with that Participating Share's performance. This method of calculation ensures that (i) any Performance Fee paid to the Investment Manager is charged only to those Participating Shares which have appreciated in value, (ii) all holders of Participating Shares have the same amount of capital per Participating Share at risk in the Fund, and (iii) all Participating Shares have the same Net Asset Value per Participating Share.

The Performance Fee will be calculated in respect of each period of six months ending on 30 June and 31 December in each year (a "**Calculation Period**"). The Performance Fee will be deemed to accrue on a monthly basis as at each Valuation Day.

For each Calculation Period, the Performance Fee in respect of each Participating Share will be equal to 20 percent of the appreciation in the Net Asset Value per Participating Share of that Class in excess of the Participating Shares relevant Hurdle Rate during that Calculation Period, provided that the Net Asset Value is above the Base Net Asset Value of that Participating Share (as defined below). The Hurdle Rate for U.S. Dollar Shares is the LIBOR (1 month) - USD and for Euro Shares is the euro BBA LIBOR (1 month). The Base Net Asset Value of a Participating Share is the greater of the Net Asset Value per Participating Share of the relevant Class at the time of issue of that Participating Share and the highest Net Asset Value per Participating Share of the relevant class achieved as of the end of any previous Calculation Period (if any) during which such Participating Share was in issue. The Performance Fee in respect of each Calculation Period will be calculated by reference to the Net Asset Value before making any deduction for accrued Performance Fees.

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

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

Adjustments

If an investor subscribes for Participating Shares at a time when the Net Asset Value per Participating Share of the relevant Class is other than the Peak Net Asset Value per Participating Share (as defined below) of the relevant class, certain adjustments will be made to reduce inequities that could otherwise result to the subscriber or to the Investment Manager. The Peak Net Asset Value per Participating Share ("**Peak Net Asset Value per Share**") is the greater of (i) US\$1,000 for U.S. Dollar Shares or €1,000 for Euro Shares, as the case may be (being the price of which Participating Shares were originally issued) and (ii) the highest Net Asset Value per Participating Share of the relevant Class in effect immediately after the end of any Calculation Period in respect of which a Performance Fee (other than a Performance Fee Redemption, as defined below) was charged.

- (A) If Participating Shares are subscribed for at a time when the Net Asset Value per Participating Share is less than the Peak Net Asset Value per Share, the investor will be required to pay a Performance Fee with respect to any subsequent appreciation in the value of those Participating Shares. With respect to any appreciation in the value of those Participating Shares from the Net Asset Value per Participating Share at the date of subscription, up to the Peak Net Asset Value per Share, the Performance Fee will be charged at the end of each

Calculation Period by redeeming such number of the investor's Participating Shares as have an aggregate Net Asset Value (after accrual for any Performance Fee) equal to 20 percent of any such appreciation (a "**Performance Fee Redemption**"). The aggregate Net Asset Value of the Participating Shares so redeemed will be paid to the Investment Manager as a Performance Fee. Performance Fee Redemptions are employed to ensure that the Fund maintains a uniform Net Asset Value per Participating Share. As regards the investor's remaining Participating Shares, any appreciation in the Net Asset Value per Participating Share of those Participating Shares above the Peak Net Asset Value per Share will be charged a Performance Fee in the normal manner described above. In the event that an investor redeems shares midway through a Calculation Period and an adjustment is required to such shares, such adjustment shall be deducted from the redemption proceeds and will be paid to the Investment Manager.

- (B) If Participating Shares are subscribed for at a time when the Net Asset Value per Participating Share is greater than the Peak Net Asset Value per Share, the investor will be required to pay an amount in excess of the then current Net Asset Value per Participating Share equal to 20 percent of the difference between the then current Net Asset Value per Participating Share (before accrual for the Performance Fee) and the Peak Net Asset Value per Share (an "**Equalization Credit**"). At the date of subscription the Equalization Credit will equal the Performance Fee per Participating Share accrued with respect to the other Participating Shares in the Fund ("**Maximum Equalization Credit**"). The Equalization Credit is payable to account for the fact that the Net Asset Value per Participating Share has been reduced to reflect an accrued Performance Fee to be borne by existing Shareholders and serves as a credit against Performance Fees that might otherwise be payable by the Fund but that should not, in equity, be charged against the Shareholder making the subscription because, as to such Participating Shares, no favourable performance has yet occurred. The Equalization Credit ensures that all holders of Participating Shares have the same amount of capital at risk per Participating Share.

The additional amount invested as the Equalization Credit will be at risk in the Fund and will therefore appreciate or depreciate based on the performance of the Fund subsequent to the issue of the relevant Participating Shares but will never exceed the Maximum Equalization Credit. The Equalization credit increases in line with the Fund. In the event of a decline as at any Valuation Day in the Net Asset Value per Participating Share, the Equalization Credit will also be reduced by an amount equal to 20 percent of the difference between the Net Asset Value per Participating Share (before accrual for the Performance Fee) at the date of issue and as at that Valuation Day. Any subsequent appreciation in the Net Asset Value per Participating Share will result in the recapture of any reduction in the Equalization Credit but only to the extent of the previously reduced Equalization Credit up to the Maximum Equalization Credit.

At the end of each Calculation Period, if the Net Asset Value per Participating Share (before accrual for the Performance Fee) exceeds the Peak Net Asset Value per Share, that portion of the Equalization Credit equal to 20 percent of the excess, multiplied by the number of Participating Shares subscribed by the Shareholder, will be applied to subscribe for additional Participating Shares for the Shareholder. Additional Participating Shares will continue to be so subscribed for at the end of each Calculation Period until the Equalization Credit, as it may have appreciated or depreciated in the Fund after the original subscription for Participating Shares was made, has been fully applied. If the Shareholder redeems his Participating Shares before the Equalization Credit has been fully applied, the Shareholder will receive additional redemption proceeds equal to the Equalization Credit then remaining multiplied by a fraction, the numerator of which is the number of Participating Shares being redeemed and the denominator of which is the number of Participating Shares held by the Shareholder immediately prior to the redemption in respect of which an Equalisation Credit was paid on subscription.

It should be noted that the Management Fees and Performance Fees are based in part upon unrealised gains (as well as unrealised losses) and that such unrealised gains and/or losses may never be realised. On termination of the Investment Management Agreement, the Investment Manager shall be entitled to receive all fees and other moneys accrued but not yet paid up to the date of such termination as provided in the Investment Management Agreement and shall repay any fees and other moneys paid to it in respect of any period after the date of such termination. Where termination of the agreement is not effected when the Management Fee or Performance Fee would

otherwise be calculated, fees for the period since the last calculation date will be payable and calculated for that period as at the termination date utilising the fee mechanisms in the Investment Management Agreement. In addition, the Fund shall also pay to the Investment Manager expenses referred to in the Investment Management Agreement to the extent to which the Investment Manager is obliged to continue to make such payments for and on behalf of the Fund beyond the date of termination of the Investment Management Agreement.

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

The Investment Manager may from time to time and at its sole discretion also waive all or part of the Management Fee and/or Performance Fee for certain Shareholders. This may be effected by the issue of separate Classes of shares, or otherwise.

The Administrator

The Fund will pay the Administrator its customary fees in accordance with the Administrator's scale of fees for services rendered to the Fund. The Administrator is also entitled to reimbursement of its out-of-pocket expenses.

Other Fees and Expenses

All costs and expenses associated with the offer provided for by way of this Memorandum, including government incorporation charges and professional fees and expenses in connection with the preparation of this Memorandum and the agreements referred to herein will be paid by the Fund out of the proceeds of the subscriptions and amortised over a period of 36 months from 2 October 2006. The Investment Manager believes that such treatment is more equitable than expensing the entire amount during the current year, as is required by International Financial Reporting Standards. Accordingly, the auditors' opinion of the Fund's financial statements may contain a qualification to this treatment. Such initial establishment costs and expenses amounted to A\$25,000. The Investment Manager and the Administrator are responsible for providing and paying for all office personnel, office space and office facilities required for the performance of their respective services to the Fund.

The Fund does however bear all other expenses incidental to its operations and business, including, all transactional costs including brokerage, banking, sales and purchase commissions and charges and exchange fees, fees and charges of custodians and clearing agencies, interest and commitment fees on loans and debit balances, income taxes, withholding taxes, transfer taxes and other governmental charges and duties, any costs incurred in respect of meetings of the Directors (including its committees) and meetings, if any, of Shareholders, fees of the Fund's legal advisers and the Auditors, Director's fees and expenses, the costs of maintaining the ownership of the Management Shares of the Fund and the Fund's registered office in the Cayman Islands and its registration as a mutual fund with the Cayman Islands Monetary Authority and the costs of printing and distributing any offering materials and any reports and notices to Shareholders.

DETERMINATION OF NET ASSET VALUE

The Directors have delegated to the Administrator the determination of the Net Asset Value of the Fund and the Net Asset Value per Participating Share of each Class. In determining the Net Asset Value of the Fund and the Net Asset Value per Participating Share of each Class, the Administrator will follow the valuation policies and procedures adopted by the Fund as set out below, or as otherwise determined by the Directors from time to time.

The Net Asset Value of the Fund and Net Asset Value per Participating Share will be calculated by the Administrator as at the Valuation Point of the relevant Valuation Day with the result being rounded to the nearest integral unit of the applicable Operational Currency (e.g. 0.5 of a cent being rounded up).

The Net Asset Value of the Fund will be equivalent to all the assets less all the liabilities of the Fund as at the Valuation Point of the relevant Valuation Day.

The Net Asset Value per Participating Share of any Class is determined by dividing the value of the assets of the Fund attributable to the Participating Shares of the relevant Class less all liabilities attributable to the Participating Shares of such Class by the number of such Participating Shares as at the relevant Valuation Point.

The value of the assets of the Fund and the method of valuation of such assets shall be determined by the Administrator in consultation with and upon approval of the Directors or a duly authorised agent (who may, if applicable, consult with and rely in good faith on the advice of the Investment Manager). The assets of the Fund shall be deemed to include:

1. All securities owned or contracted to be acquired and all unrealised gains (or losses) on such securities;
2. All cash on hand, on loan or on deposit including accrued interest thereon;
3. All bills and demand notes and amounts receivable (including proceeds of securities sold but not delivered);
4. All interest on any interest-bearing securities owned by the Fund, except to the extent that the same is included or reflected in the principal amount of such securities; and
5. All other assets of every kind and nature, including, without limitation, prepaid expenses.

If and to the extent that the Investment Manager is responsible for or otherwise involved in the pricing of any of the Fund's portfolio securities or other assets, the Administrator may accept, use and rely on such prices notified to it by the Investment Manager in determining the Net Asset Value of the Fund and shall not be liable to the Fund, any investor in the Fund, the Investment Manager, the Investment Adviser or any other person in so doing.

The liabilities of the Fund shall be deemed to include:

1. All loans, bills and accounts payable;
2. Accrued Management Fees and Performance Fees;
3. All accrued and payable administrative expenses (including all fees and expenses payable to any service provider and any agent), and any allowance for estimated annual audit fees, Directors' fees, legal fees and other fees, and any additional fees payable to the Investment Manager;
4. All known liabilities, present and future, including, without limitation, all matured contractual obligations for payments of money or property;
5. An appropriate provision for taxes due and future taxes to be assessed; and

6. All other liabilities of the Fund of whatsoever kind and nature for which reserves are determined to be required by the Directors.

In the event that any amount is not payable until some future time after the relevant Valuation Day, the Directors (who may consult with and rely on the advice of the Investment Manager) shall make such allowance as is considered appropriate to reflect the true current value thereof.

The Directors shall determine which accounting principles shall apply to the calculation of the Net Asset Value. To the extent that the Directors have not determined otherwise, or to the extent feasible, expenses, fees and other liabilities will be accrued in accordance with the International Financial Reporting Standards. Reserves may be established for estimated or accrued expenses, liabilities or contingencies.

Assets of the Fund will be valued in accordance with the following policies and 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 on the relevant Valuation Day or, if no trades occurred on such day, at the closing bid price if held long by the Fund and at the closing offer price if sold short by the Fund, as at the relevant Valuation Day, and as adjusted in such manner as the Directors, in their sole discretion, think fit, having regard to the size of the holding, and 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 in their sole discretion determine provides the fairest criteria in ascribing a value to such security;

(B) 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 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 at the close of business 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 at their discretion which market shall prevail;

(C) 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 determined by the Directors in good faith having regard to its cost price, the price at which any recent transaction in the security may have been effected, the size of the holding having regard to the total amount of such security in issue, and such other factors as the Directors in their sole discretion deem relevant in considering a positive or negative adjustment to the valuation;

(D) investments, other than securities, which are not dealt in or traded through a clearing firm or an exchange or through a financial institution will be valued on the basis of the latest available valuation provided by the relevant counterparty;

(E) deposits will be valued at their cost plus accrued interest;

(F) any value (whether of an investment or cash) otherwise than in the base currency of the relevant Class will be converted into the base currency of the relevant Class at the rate (whether official or otherwise) which the Directors in their absolute discretion deem applicable as at close of business on the relevant Valuation Day, having regard, among other things, to any premium or discount which they consider may be relevant and to costs of exchange.

The Directors may, at their discretion, permit any other method of valuation to be used if they consider that such method of valuation better reflects value and is in accordance with good accounting practice.

Investors should note that, under International Financial Reporting Standards, investments should be valued at fair value and also that, under International Financial Reporting Standards, bid and offer pricing is considered to be representative of fair value for listed investments. However, under the

valuation basis described above, listed investments are expected to be valued at the last traded price instead of bid and offer pricing as required under International Financial Reporting Standards. This may lead to a different valuation than a valuation performed in accordance with International Financial Reporting Standards. The Directors have considered the impact of such non-compliance and do not expect this issue to materially affect the results and Net Asset Value of the Fund.

The Directors may request that the Auditors review the methodology of valuation adopted by the Fund at such times as may, in the view of the Directors, be appropriate and the Directors may, following such review, adopt such other basis for valuation as the Auditors may recommend.

All valuations will be binding on all persons and in no event shall the Directors, the Administrator or the Investment Manager incur any individual liability or responsibility for any determination made or other action taken or omitted by them in the absence of manifest error or bad faith or in accordance with any agreement entered into between the Fund and that party.

Prospective investors should be aware that situations involving uncertainties as to the valuation of positions could have an adverse effect on the Fund's net assets if the Director's judgement regarding appropriate valuations should prove incorrect.

Reports to Shareholders

The Fund will provide Participating Shareholders with a monthly statement of the Net Asset Value of the Fund, the Participating Shares on issue and the Net Asset Value per Participating Share and with an Annual Report for the Fund including audited accounts for each Fiscal Year. The accounts will be prepared on the basis of International Financial Reporting Standards.

THE PARTICIPATING SHARES AND ARTICLES OF ASSOCIATION

The rights and obligations of the holders of Participating Shares are governed by the Articles of Association of the Fund. Prospective investors should examine these documents carefully and consult with their own legal counsel concerning their rights and obligations before subscribing for Participating Shares. The following statements and other statements in this Memorandum concerning the Articles of Association and related matters are only a summary, do not purport to be complete, and in no way modify or amend the Articles of Association.

The Fund was incorporated on 24 June 2004. The Fund was relaunched with the current strategy and current Investment Adviser on 1 October 2006. The Investment Manager of the Fund had previously engaged another investment adviser prior to the relaunch.

The Fund's Share Capital

The Fund's authorised share capital is equal to the aggregate of:

1. US\$15,000 divided into 15,000,000 U.S. Dollar Shares with a par value of US\$0.001 each;
2. A\$15,000 divided into 15,000,000 non-voting redeemable participating shares with a par value of A\$0.001 each (the Fund does not intend at the date of this Memorandum to offer participating shares denominated in A\$ and no such shares are offered by way of this Memorandum);
3. €15,000 divided into 15,000,000 Euro Shares with a par value of €0.001 each; and
4. 1,000 Management Shares being voting non-participating shares of par value US\$0.001 each, all of which have been issued and are held by a Cayman Island trust, the trustee of which is the holder of a trust licence issued under the Banks and Trust Companies Law of the Cayman Islands. Management Shares carry one vote per share but do not carry any right to dividends. In a liquidation the Management Shares rank only for a return of the nominal amount paid up on those shares before any payment to the holders of Participating Shares and any other shares ranking *pari passu* with the Participating Shares in a liquidation.

Subject to the terms of the Articles, authorised but unissued Participating Shares may be redesignated and/or issued and in such Classes as determined by the Directors at their discretion. The Fund may offer Participating Shares to certain investors carrying preferential terms to those detailed in this Memorandum. This may be effected by the issue of separate Classes of shares or otherwise. There are no pre-emption rights with respect to the issue of additional Participating Shares or any other Class of share.

The Fund may by ordinary resolution of the voting shareholders increase its authorised share capital and may by special resolution of the voting shareholders reduce its authorised share capital in accordance with the Law.

The base currency and the functional currency of the Fund will be A\$. An amount equal to the Net Asset Value applicable to the U.S. Dollar Shares and Euro Shares will be hedged so as to minimise exposure to foreign exchange fluctuations. Hedging activity will be implemented by the Investment Manager through the use of forward foreign exchange contracts. The relevant hedge will be based upon an estimate of the Net Asset Value of U.S. Dollar Shares and Euro Shares on each Valuation Day.

Eligible Shareholders

Participating Shares may be purchased only by investors who are aware of the risks associated with the trading activities to be undertaken by the Fund, who do not require immediate liquidity from their investments and who are aware that there can be no assurance that the Fund or the Participating Shares will be profitable or that the Fund will be able to meet its investment objective. Restricted Persons may not invest in Participating Shares.

Subscriptions will be accepted only from persons that (a)(i) are not U.S. Persons or (ii) are U.S. Persons that are “accredited investors” for the purposes of Regulation D of U.S. Securities Act of 1933, as amended (“**Securities Act**”) and are “qualified purchasers” as defined in Section 2(a)(51) of the U.S. Investment Company Act of 1940, as amended (“**1940 Act**”) and (b) are “qualified eligible purchasers” under the U.S. Commodity Exchange Act (“**Commodity Exchange Act**”) which generally requires that an investor is either not a U.S. person, as defined under the Commodity Exchange Act, or is a “qualified purchaser”. The public in the Cayman Islands may not be invited to subscribe for Participating Shares.

Subscription for Participating Shares

Participating Shares offered by way of this Memorandum will be offered initially at the Subscription Price of US\$1,000 per U.S. Dollar Share and €1,000 per Euro Share.

Participating Shares are available for subscription thereafter on each Subscription Day at the Subscription Price. The minimum initial subscription from each investor is US\$1,000,000 for U.S. Dollar Shares and €1,000,000 for Euro Shares, subject to the discretion of the Directors to accept a lower amount of not less than US\$50,000 in respect of U.S. Dollar Shares or the equivalent € in respect of Euro Shares. Existing Participating Shareholders may increase their investment in multiples of US\$100,000 for the U.S. Dollar Shares and €100,000 for the Euro Shares, subject to the discretion of the Directors to accept a lower amount. Subscriptions may only be made in the currency of the relevant Class, or, in the absolute discretion of the Directors, in kind or in specie. The acceptance of subscriptions as of each Subscription Day is subject to confirmation of the prior receipt of cleared funds before the time set out below to the Fund's subscription account. Details of the account are set out in the Subscription Form. The Fund reserves the right to vary the minimum subscription amounts above, subject to the requirements of the Mutual Funds Law from time to time, and to reject or accept subscriptions in its absolute discretion and without assigning any reason therefore.

Prospective investors will be required to complete and return a Subscription Form in the form attached. The completed Subscription Form should be sent to the address shown on the Subscription Form and must be received together with subscription monies in cleared funds credited to the Fund's relevant subscription account, no later than 2:00pm (Sydney time) three Business Days prior to the relevant Subscription Day (or such later time as may be agreed to by the Directors in their sole discretion). If the Subscription Form or cleared funds are received after the deadline, it will (unless otherwise determined by the Directors) be treated as a request for subscription on the next Subscription Day. The Directors may not determine a date for the purposes of this paragraph that is later than the date on which the Net Asset Value has been determined for the relevant Subscription Day.

Subscription Forms will (save as determined by the Directors) be irrevocable and may be sent by facsimile at the risk of the applicant. The originals of any Subscription Form sent by facsimile should be sent immediately by internationally recognised courier. Failure to provide the original Subscription Form may, at the discretion of the Directors, result in the cancellation of the allotment of the Participating Shares.

Fractions of Participating Shares will be issued to the nearest three decimal places where the balance of the subscription monies for Participating Shares represents less than the Subscription Price.

Confirmations will be sent to applicants on approval of their application as soon as practicable after the relevant Subscription Day, setting out details of the Participating Shares they have been allotted. If the applicant does not receive a confirmation, it is the applicant's responsibility to contact the Administrator to ascertain the status of its subscription as it cannot assume its successful subscription until it receives a confirmation.

Participating Shares will be issued only in registered form. Certificates representing Participating Shares will not be issued.

The Fund is entitled to levy an initial charge of up to 5% of a subscription amount, where agreed to by the investor. Such fee will be payable to the Investment Manager.

Redemption of Participating Shares

Except as noted under Suspension of Redemptions and Subscriptions below, a holder of Participating Shares may redeem some or all of his Participating Shares as of each Redemption Day at the applicable Redemption Price per Participating Share of the relevant Class as at such Redemption Day, or if such day is not a Valuation Day, as at the immediately preceding Valuation Day provided the Redemption Notice is received by the Fund at least one month prior to the proposed Redemption Day.

Redeeming Participating Shareholders may redeem by completing the Redemption Notice in writing and sending it by courier or by facsimile transmission to the Administrator with the original to follow by courier.

A request for redemption must be made on the Redemption Notice and, once submitted to the Administrator, may not be withdrawn except with the consent of the Directors. If the Redemption Notice is received after the deadline for receipt of requests for redemption for any particular Redemption Day, it shall (unless otherwise determined by the Directors) be treated as a request for redemption on the next relevant Redemption Day. The Directors may not determine a date for the purposes of this paragraph that is later than the date on which the Net Asset Value has been determined for the relevant Redemption Day.

If Redemption Notices are received by the Fund in any month in relation to Participating Shares of any Class with an aggregate Net Asset Value of more than 25% of the Net Asset Value of the Fund, the Directors may, in their discretion, reduce each request for redemptions pursuant to such Redemption Notices pro rata, so that only Participating Shares of such Class with an aggregate Net Asset Value equal to 25% (or such higher percentage as the Directors in their discretion may determine) of the Net Asset Value of the Fund are redeemed during any month. If Redemption Notices giving rise to an excess of such amount are received, the Directors shall reduce each request for redemptions pursuant to such Redemption Notices pro rata. A Redeeming Shareholder whose request for a redemption of Participating Shares is reduced will be deemed to have submitted a Redemption Notice to have the remaining balance of the Participating Shares as specified in the original Redemption Notice redeemed on the next following Redemption Day without the need to submit a further Redemption Notice PROVIDED ALWAYS THAT redemptions on any such subsequent Redemption Day shall always be subject to the discretion of the Directors to reduce each request for redemptions pursuant to each Redemption Notice on a pro rata basis as aforesaid to ensure that no more than 25% of the Net Asset Value of the Fund shall be redeemed during any month, unless the Directors determine otherwise.

Redemption payments will be made in US\$ for U.S. Dollar Shares and € for Euro Shares or in the absolute discretion of the Directors, in kind or in specie, or partly in cash and partly in kind or specie, and cash payments will be remitted by wire transfer to the original account from which subscription monies derived or else, upon approval of the Directors, to an account designated by the Participating Shareholder in the Redemption Notice. No interest will accrue on the redemption proceeds pending payment.

The Fund will generally pay the amount due to such Redeeming Shareholder within 20 Business Days after the relevant Redemption Day.

Where permitted, partial redemptions must be for that number of Participating Shares leaving a total redemption value in excess of the Minimum Redemption and will be declined if they would cause an investor to have an interest of less than the Minimum Holding. The Directors may in their absolute discretion accept redemptions for less than the Minimum Redemption or leaving an investor with less than the Minimum Holding.

Upon giving not less than 48 hours' written notice to a Participating Shareholder, the Fund has the right to compulsorily redeem all or some of the Participating Shares held by a Participating Shareholder at the Net Asset Value per Participating Share of the relevant Class as at the Valuation Day immediately prior to the date such redemption is to take effect if the Directors for any reason determine in their absolute discretion to do so. Without prejudice to the Directors' general powers to redeem compulsorily for any reason, the Directors intend to compulsorily redeem Participating Shares where:

1. the Participating Shares are held by or for the benefit (directly or indirectly) of any Restricted Person;
2. the value at the Net Asset Value per Participating Share as at the last Valuation Day of all the Participating Shares held by a Participating Shareholder is less than the Minimum Holding; or
3. any of the representations given by a Participating Shareholder in its Subscription Form were not true or have ceased to be true.

The Fund is entitled to charge a redemption charge of up to 5% of the redemption amount where agreed to by the investor on subscription. Such fee will be payable to the Investment Manager.

Request by Facsimile

The Administrator will process subscription, transfer and redemption requests which are initially received by facsimile. The original request should follow by courier thereafter. Neither the Fund nor the Administrator shall be responsible for any mis-delivery or non-receipt of any facsimile. Facsimiles sent to the Fund or the Administrator shall only be effective when actually acknowledged by the Fund or the Administrator. In the event that no acknowledgement is received from the Administrator within five (5) days of submission of the request, you should contact the Administrator to confirm that the Administrator has received the request.

Suspension of Redemptions and Subscriptions

The Directors may suspend the determination of the Net Asset Value of the Fund and the Participating Shares, the redemption of Participating Shares including the right to receive redemption proceeds and/or the issuance of additional Participating Shares, upon the occurrence of any of the following circumstances (and in each case for the whole or any part of a period):

1. when any stock exchange on which investments held by the Fund are quoted is closed except for ordinary holidays and weekends, or during periods in which dealings are restricted or suspended;
2. during the existence of any state of affairs as a result of which in the opinion of the Board of Directors, the disposal of investments held by the Fund would not be reasonably practicable or might prejudice the non-redeeming Participating Shareholders of the Fund;
3. during any breakdown in the means of communication normally employed in determining the price or value of any investments held by the Fund or of current prices in any stock market on which investments held by the Fund are quoted, or when for any other reason the prices or values of any investments held by the Fund cannot reasonably be promptly and accurately ascertained;
4. when the transfer of funds involved in the realisation or acquisition of any investments held by the Fund cannot, in the opinion of the Board of Directors, be effected at normal rates of exchange; or
5. during any period in which the Directors determine in good faith that there exist any circumstances that render the calculation of the Net Asset Value, acceptance of subscriptions for Participating Shares, redemptions, re-purchases or payment of the Redemption Price, impracticable or undesirable.

The Fund may withhold payment to any person whose Participating Shares have been tendered for redemption until after any suspension has been lifted. If a redemption request is not withdrawn by a Participating Shareholder following declaration of a suspension, the redemption will be completed as of the Valuation Day next following the month in which such suspension is ended, unless the Directors determine otherwise, on the basis of the Net Asset Value per Participating Share as at the last Valuation Day.

Transfers

In the case of the death of a joint holder the survivor will be the only person recognised by the Fund as having any title to a Participating Share. The transfer of Participating Shares to Restricted Persons is prohibited.

No Participating Shares may be transferred, assigned or disposed of without the prior written consent of the Directors or their authorised agents which may be withheld in their absolute discretion. Subject as aforesaid, Participating Shares are transferable by written instrument signed by the transferor, but transfers will not be effective until registered in the Register of Participating Shareholders of the Fund. Participating Shareholders wishing to transfer Participating Shares must complete and sign the transfer in the exact name or names in which the Participating Shares are registered, indicating any special capacity in which they are signing and supply the details to the Fund. Transferees will be required to complete inter alia a Subscription Form in the form attached.

The Directors may in their absolute discretion decline to register any transfer of Participating Shares without assigning any reason therefore.

Modification of Rights attaching to the Participating Shares

The special rights attached to the Participating Shares of any Class may from time to time (whether or not the Fund is being liquidated) only be materially adversely varied or abrogated with the consent in writing of the holders of at least two-thirds of the issued Participating Shares of the relevant Class, or with the sanction of a resolution passed by Participating Shareholders holding at least two-thirds of all the Participating Shares of the relevant Class then in issue.

All the provisions of the Articles as to general meetings of the Fund apply to every such separate meeting, except that the necessary quorum at any such meeting is one or more persons holding or representing by proxy at least one-third of the issued Participating Shares then in issue except that at an adjourned meeting of the Participating Shareholders those shareholders who are present in person or by proxy shall constitute a quorum.

The rights attaching to the Participating Shares shall be deemed not to be varied by the creation, allotment or issue of further shares ranking pari passu with the Participating Shares or ranking behind the Participating Shares, the redemption or repurchase of any shares, the passing of a Directors' resolution to change or vary the investment objective, investment technique and strategy and/or investment policy, or any modification of the fees payable to any service provider to the Fund.

Directors

The Articles of Association contain, inter alia, provisions relating to Directors as follows:

1. provided a Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Fund declares (whether by specific or general notice) the nature of his interest at a meeting of the Directors, that Director may vote in respect of any contract or proposed contract or arrangement notwithstanding that he may be interested therein and if he does so his vote shall be counted and he may be counted in the quorum at any meeting of the Directors at which any such contract or proposed contract or arrangement shall come before the meeting for consideration;
2. a Director may hold any other office or place of profit under the Fund (other than the office of auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine;
3. every Director, alternate Director, the Secretary, Assistant Secretary, or other officer for the time being and from time to time of the Fund (but not including the Fund's auditors) and the personal representatives of the same (each an "**Indemnified Person**") shall be indemnified and secured harmless out of the assets and funds of the Fund against all actions, proceedings, costs, charges, expenses, losses, damages or liabilities incurred or sustained by him in or about the conduct of the Fund's business or affairs or in the execution or discharge

of his duties, powers, authorities or discretions, including without prejudice to the generality of the foregoing, any costs, expenses, losses or liabilities incurred by him in defending (whether successfully or otherwise) any civil proceedings concerning the Fund or its affairs in any court whether in the Cayman Islands or elsewhere unless the same shall happen through such Indemnified Person's own negligence, wilful default, fraud or dishonesty; and

4. unless the liability arises through the person's own negligence, wilful default, fraud or dishonesty, no Director, alternative Director, Secretary, Assistant Secretary or other officer of the Fund (but not including the Fund's auditors) shall be liable (i) for the acts, receipts, neglects, defaults or omissions of any other Director or officer or agent of the Fund or (ii) for any loss on account of defect of title to any property of the Fund or (iii) on account of the insufficiency of any security in or upon which any money of the Fund shall be invested or (iv) for any loss incurred through any bank, broker or other similar person or (v) for any loss, damage or misfortune whatsoever which may happen in or arise from the execution or discharge of the duties, powers authorities, or discretions of his office or in relation thereto.

Master Fund

The Fund will initially hold assets directly. However, the Directors may, in their sole discretion, decide to establish a master fund in the future and to cause the Fund to participate as a "feeder fund" in a "master-feeder" arrangement. In that event, the Fund would contribute all or substantially all of its assets to a master fund, which may be an offshore private investment fund, in return for an interest in the master fund equal in value to the value of the assets so contributed. It is expected that the master fund would have an investment objective and would follow investment policies substantially similar to those of the Fund. The Directors will not be required to provide prior notice to, or obtain the consent of, Participating Shareholders of the Directors' decision to cause the Fund to participate in a "master-feeder" arrangement, but the Directors will so notify the Participating Shareholders as soon as practicable after such participation in the master fund is effective.

REGULATORY CONSIDERATIONS

U.S. Federal Securities Laws

The Participating Shares are not registered under the Securities Act or any other securities laws, including state securities or “blue sky” laws and the Fund does not intend to register Participating Shares under such laws. The offer and sale of Participating Shares in the United States or to U.S. Persons will not be registered under the Securities Act in reliance upon the exemption from registration provided thereunder by Section 4(2) thereof and of Regulation D promulgated thereunder, and the offer and sale of Participating Shares outside the United States to non-U.S. Persons will not be registered under the Securities Act in reliance upon the exemption from registration provided by Regulation S promulgated thereunder.

Each U.S. investor will be required to represent, among other customary private placement representations that it: (i) is an “accredited investor” as defined in Regulation D, (ii) it will not transfer or deliver all or any part of its Participating Shares except in accordance with the Securities Act and the restrictions set forth in the Fund Articles and this Memorandum; and (iii) it is acquiring its Participating Shares for the investor’s own account for investment purposes only and not with a view to resale or distribution. Unless otherwise agreed by the Fund, each non-U.S. investor will be required to represent in its Subscription Forms that, among other things: (i) it is not a U.S. Person; (ii) it will not transfer or deliver all or any part of its Participating Shares except in accordance with the restrictions set forth in the Fund Articles and this Memorandum; (iii) it will notify the Fund immediately if the investor becomes a U.S. Person at any time during which the investor holds or owns any Participating Shares; (iv) it has not obtained any of the funds used by the investor to effect the purchase of Participating Shares from U.S. Persons; (v) it is acquiring its Participating Shares for the investor’s own account for investment purposes only and not with a view to resale or distribution; and (vi) all offers to sell and offers to buy the Participating Shares were made to or by the investor while the investor was outside the United States and at the time that the investor’s order to buy the Participating Shares was originated the investor was outside the United States.

U.S. Investment Company Act of 1940

The Fund will not be subject to registration under the 1940 Act, in reliance upon the exemption from registration set forth in Section 3(c)(7) thereof, which in conjunction with Section 7(d) thereof and under current interpretations of the U.S. Securities and Exchange Commission (“SEC”), exempts from such registration any non-U.S. issuer all of whose outstanding securities are beneficially owned either by non-U.S. Persons or by U.S. Persons that are “qualified purchasers” (as defined in the 1940 Act). A “**qualified purchaser**” generally includes a natural person who owns not less than US\$5,000,000 in investments, a company acting for its own account or the accounts of other qualified purchasers which owns and invests on a discretionary basis not less than US\$25,000,000 in investments and certain trusts. The Subscription Forms will include a representation that each U.S. Person subscribing for Participating Shares is a “qualified purchaser”, and the Subscription Agreements and the Fund Articles will contain representations and restrictions on transfer designed to assure that these conditions will be met.

U.S. Investment Advisers Act of 1940

The Investment Manager is not registered as an investment adviser under the Advisers Act, in reliance upon the exemption from the registration requirements of the Advisers Act contained in Section 203(b)(3) thereof, which exempts from registration any non-U.S. investment adviser who during the course of the preceding twelve months has had fewer than fifteen United States clients and who meets certain other requirements. By virtue of being exempt from registration, the Investment Manager is not subject to the fee restrictions and certain other restrictions contained in the Advisers Act. The Investment Manager or its affiliates may in the future choose to register under the Advisers Act.

U.S. Commodity Exchange Act

Pursuant to an exemption provided by Rule 4.13(a)(4) of the Commodity Exchange Act in connection with pools whose participants are limited to certain types of qualified eligible persons (including “qualified purchasers” as defined in the 1940 Act) and certain other categories of investors, the

operators of the Fund are not required to register with the U.S. Commodity Futures Trading Commission (“**CFTC**”) as commodity pool operators and are therefore not required to deliver disclosure documents and certified annual reports to the investors in the Fund. Furthermore, this Memorandum is not required to be, and has not been, filed with the CFTC and, consequently, the CFTC has not reviewed or approved this offering or this Memorandum.

ERISA Considerations

To avoid having the Fund’s assets be deemed to be “plan assets” for purposes of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), the Fund currently intends to provide that investment by “benefit plan investors” (as defined in regulations promulgated under ERISA) in the Fund will not be “significant”. Notwithstanding the foregoing, the Fund may permit investment by benefit plan investors to exceed the limit described above and permit ERISA Plans to invest in the Fund in which case the underlying assets of the Fund could be deemed to constitute “plan assets”, and the Fund would need to comply with the provisions of ERISA and the Code, applicable to a fiduciary of an ERISA Plan under ERISA.

The following is a summary of certain considerations associated with an investment in the Fund by employee benefit plans that are subject to Title I of ERISA, plans, individual retirement accounts (“**IRAs**”) and other arrangements that are subject to Section 4975 of the United States Internal Revenue Code of 1986 (“**Code**”) or provisions under any federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of the Code or ERISA (collectively, “**Similar Laws**”), and entities whose underlying assets are considered to include “plan assets” of such plans, accounts and arrangements (each, a “**Plan**”).

(a) General Fiduciary Matters

ERISA and the Code impose certain duties on persons who are fiduciaries of a Plan subject to Title I of ERISA or Section 4975 of the Code (an “**ERISA Plan**”) and prohibit certain transactions involving the assets of an ERISA Plan and its fiduciaries or other interested parties. Under ERISA and the Code, any person who exercises any discretionary authority or control over the administration of an ERISA Plan or the management or disposition of the assets of an ERISA Plan, or who renders investment advice for a fee or other compensation to an ERISA Plan, is generally considered to be a fiduciary of the Plan.

In considering an investment in the Fund of a portion of the assets of any Plan, a fiduciary should determine, particularly in light of the risks and lack of liquidity inherent in an investment in the Fund, whether the investment is in accordance with the documents and instruments governing the Plan and the applicable provisions of ERISA, the Code or any Similar Law relating to a fiduciary’s duties to the Plan including, without limitation, the prudence, diversification, delegation of control and prohibited transaction provisions of ERISA, the Code and any other applicable Similar Laws. Furthermore, absent an exemption, the fiduciaries of a Plan should not invest in the Fund with the assets of any Plan if the advisor, or any of its respective affiliates is a fiduciary with respect to such assets of the Plan.

Section 406 of ERISA and Section 4975 of the Code prohibit ERISA Plans from engaging in specified transactions involving plan assets with persons or entities who are “parties in interest”, within the meaning of ERISA, or “disqualified persons”, within the meaning of Section 4975 of the Code. The acquisition and/or ownership of Interests by an ERISA Plan with respect to which the Fund is considered a party in interest or a disqualified person may constitute or result in a direct or indirect prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code, unless the investment is acquired and is held in accordance with an applicable statutory, class or individual prohibited transaction exemption. In this regard, the U.S. Department of Labor (“**DOL**”) has issued prohibited transaction class exemptions, or “**PTCEs**”, that may apply to the acquisition and holding of investments in the Fund. These class exemptions include, without limitation, PTCE 84-14 respecting transactions determined by independent qualified professional asset managers, PTCE 90-1 respecting insurance company pooled separate accounts, PTCE 91-38 respecting bank collective investment funds, PTCE 95-60 respecting life insurance company general accounts and PTCE 96-23 respecting transactions determined by in-house asset managers.

(b) Plan Assets

ERISA and the Code do not define “plan assets.” However, regulations (“**Plan Asset Regulations**”) promulgated under ERISA by the DOL generally provide that when an ERISA Plan acquires an equity interest in an entity that is neither a “publicly-offered security” nor a security issued by an investment company registered under the Investment Company Act, the ERISA Plan’s assets include both the equity interest and an undivided interest in each of the underlying assets of the entity unless it is established either that equity participation in the entity by benefit plan investors is not significant or that the entity is an “operating company”, in each case as defined in the Plan Asset Regulations. For purposes of the Plan Asset Regulations, equity participation in an entity by benefit plan investors will not be significant if they hold, in the aggregate, less than 25 percent of the value of each class of such entity’s equity, excluding equity interests held by persons (other than benefit plan investors) with discretionary authority or control over the assets of the entity or who provide investment advice for a fee (direct or indirect) with respect to such assets, and any affiliates thereof. For purposes of this 25 percent test, “benefit plan investors” include an employee benefit plans, as defined in section 3(3) of ERISA, that is subject to Part 4 of Subtitle B of Title I of ERISA, any plan to which section 4975 of the Code applies, as well as any entity whose underlying assets are deemed to include “plan assets” by reason of a plan’s investment in the entity (e.g., an entity of which 25 percent or more of the value of any class of equity interests is held by benefit plan investors and which does not satisfy another exception under the Plan Asset Regulations). Thus, absent satisfaction of another exception under the Plan Asset Regulations, if 25 percent or more of the value of any class of equity interests of the Fund were held by benefit plan investors, an undivided interest in each of the underlying assets of the Fund, as applicable, would be deemed to be “plan assets” of any ERISA Plan that invested therein.

It is currently intended that the Fund will provide that investment by benefit plan investors in the Fund will not be “significant” for purposes of the Plan Asset Regulations by limiting equity participation by benefit plan investors in the Fund to less than 25 percent of the value of each class of equity interests in the Fund as described above. However, there can be no assurance that, notwithstanding the current intention or efforts of the advisor, the Fund will satisfy the Plan Asset Regulations, or the underlying assets of the Fund will not otherwise be deemed to include ERISA plan assets.

The Directors and the advisor have the power to take certain actions to avoid having the assets of the Fund characterized as “plan assets”, including, without limitation, the right to cause a Shareholder that is a benefit plan investor to withdraw from the Fund. While it is not currently expected that such power will be exercised, no assurance can be given that such power will not be exercised.

Notwithstanding the foregoing, the Fund may elect to permit investment by benefit plan investors in the Fund to exceed this 25 percent limit. In that case, the Fund could be deemed to hold “plan assets” and would need to comply with the provisions of ERISA and the Code applicable to a fiduciary of an ERISA Plan. In this regard, the subscription agreement provides that in the event the advisor elects to permit the assets of the Fund to include “plan assets”, each Shareholder of the Fund which is an ERISA Plan or which is investing the assets of an ERISA Plan, (or a named fiduciary of such ERISA Plan) will be deemed to appoint the advisor as investment manager (as defined in Section 3(38) of ERISA) and fiduciary (as defined in Section 3(21) of ERISA) with respect to the portion of the assets of the Fund deemed to be assets of an ERISA Plan.

(c) Plan Asset Consequences

If the assets of the Fund were deemed to be “plan assets” under ERISA, this would result, among other things, in (i) the application of the prudence and other fiduciary responsibility standards of ERISA to investments made by the Fund, and (ii) the possibility that certain transactions in which the Fund might seek to engage could constitute “prohibited transactions” under ERISA and the Code, which, absent an exemption, could restrict the Fund from acquiring an otherwise desirable investment or from entering into an otherwise favourable transaction. If a prohibited transaction occurs for which no exemption is available, the advisor and/or any other fiduciary that has engaged in the prohibited transaction could be required to (i) restore to the ERISA Plan any profit realized on the transaction and (ii) reimburse the ERISA Plan for any losses suffered by the ERISA Plan as a result of the investment. In addition, each disqualified person (within the meaning of Section 4975 of the Code) involved could be subject to an excise tax equal to 15 percent of the amount involved in the prohibited transaction for each year the transaction continues and, unless the transaction is corrected within statutorily required periods, to an additional tax of 100 percent. ERISA Plan fiduciaries who decide to

invest in the Fund could, under certain circumstances, be liable for prohibited transactions or other violations as a result of their investment in the Fund or as co-fiduciaries for actions taken by or on behalf of the Fund, the Directors or the advisor. With respect to an IRA that invests in the Fund, the occurrence of a prohibited transaction involving the individual who established the IRA, or his or her beneficiaries, would cause the IRA to lose its tax-exempt status.

The Directors and the advisor will have the power to take certain actions to avoid having the assets of the Fund characterized as “plan assets”, including, without limitation, the right to cause a Shareholder that is a benefit plan investor to redeem its Participating Shares. While it is not currently expected that such power will be exercised, no assurance can be given that such power will not be exercised.

The foregoing discussion is general in nature and is not intended to be all-inclusive. Each Plan fiduciary should consult with its legal advisor concerning the considerations discussed above before making an investment in the Fund. As indicated above, Similar Laws governing the investment and management of the assets of governmental or non-U.S. plans may contain fiduciary and prohibited transaction requirements similar to those under ERISA and the Code (as discussed above). Accordingly, fiduciaries of such governmental or non-U.S. plans, in consultation with their advisors, should consider the impact of their respective laws and regulations on an investment in the Fund and the considerations discussed above, if applicable.

EACH QUALIFIED PLAN FIDUCIARY SHOULD CONSULT ITS LEGAL ADVISOR CONCERNING THE CONSIDERATIONS DISCUSSED ABOVE BEFORE MAKING AN INVESTMENT IN THE FUND.

Anti-Money Laundering

(a) Cayman Islands

As part of the Fund’s responsibility for the prevention of money laundering, the Fund and the Administrator or their respective subsidiaries, affiliates, directors, officers, shareholders, employees, agents, and permitted delegates will require a detailed verification of the applicant’s identity and the source of the payment from any person delivering a completed subscription application to the Fund.

In order to comply with regulations aimed at the prevention of money laundering in the Cayman Islands, verification of identity from all prospective investors to the extent required under the Money Laundering Regulations (as amended) of the Cayman Islands will be required.

The Administrator will request verification of identity from all prospective investors to the extent required under its internal Know Your Customer identification policy as outlined under Subscription Procedures. In addition, the Administrator may, in future, have to comply with additional criteria in addition to its internal Know Your Customer policies and procedures as outlined in this Memorandum.

Depending on the circumstances of each subscription, it may not be necessary to obtain full documentary evidence of identity where:

- (a) the prospective investor is a recognised financial institution which is regulated by a recognised regulatory authority and carries on business in a recognised country; or
- (b) the application is made through a recognised intermediary which is regulated by a recognised regulatory authority and carries on business in a recognised country. In this situation the Fund may rely on a written assurance from the intermediary that the requisite identification procedures on the applicant for business have been carried out; or
- (c) the subscription payment is remitted from an account (or joint account) held in the prospective investor’s name at a bank in the Cayman Islands or a recognised country. In this situation the Fund may require evidence identifying the branch or office of the bank from which the monies have been transferred, verify that the account is in the name of the prospective investor and retain a written record of such details.

These exceptions will only apply if the financial institution or intermediary referred to above is within a country recognized as having sufficient anti money laundering regulations. These exceptions may not apply due to the requirements of jurisdictions other than the Cayman Islands.

Subscriptions for Participating Shares will be received by the Administrator. The Administrator will notify applicants if additional proof of identity is required. By way of example, an individual may be required to produce a copy of a passport or identification card duly certified as a true copy by a notary public, law firm or bank, together with evidence of their address such as a utility bill or bank statement. In the case of corporate applicants this may require production of a copy of the certificate of incorporation (and any change of name), constitution and by-laws (or equivalent) duly certified as a true copy by a notary public law firm or bank and the names, occupations, dates of birth and residential and business addresses of all directors or other governing members or representatives of entity investors in line with the foregoing individual identification requirements.

The details given above are by way of example only. The Fund and the Administrator and each of their respective subsidiaries, affiliates, directors, officers, shareholders, employees, agents, and permitted delegates reserve the right to request such documentation as any of them deems necessary to verify the identity of the applicant and to verify the source of the relevant money. Applicants who are existing customers and believe they have supplied documentation verifying their identity to the Fund or an affiliate in the past may contact the Administrator to determine whether any additional information is necessary. Failure to provide the necessary evidence may result in applications being rejected or in delays in redemptions or in the dispatch of documents and the issuance of Participating Shares.

Pending the provision of satisfactory evidence as to identity, the evidence of title in respect of Participating Shares may be retained at the absolute discretion of the Administrator. If within a reasonable period of time following a request for verification of identity, the Administrator has not received evidence satisfactory to it as aforesaid, it may, in its absolute discretion, refuse to allot the Participating Shares applied for, in which event application moneys will be returned without interest to the account from which such moneys were originally debited.

The Fund and the Administrator and each of their respective subsidiaries, affiliates, directors, officers, shareholders, employees, agents, and permitted delegates will be held harmless and will be fully indemnified by a potential subscriber against any loss arising as a result of a failure to process a subscription or redemption request if such information as has been requested by any of them has not been satisfactorily provided by the applicant. If any person resident in the Cayman Islands knows or suspects that another person is engaged in money laundering or is involved with terrorism or terrorist property and the information for that knowledge or suspicion came to their attention in the course of their business the person will be required to report such belief or suspicion to either the Financial Reporting Authority of the Cayman Islands, pursuant to the Proceeds of Criminal Conduct Law (Revised) if the disclosure relates to money laundering or to a police officer of the rank of constable or higher if the disclosure relates to involvement with terrorism or terrorist property, pursuant to the Terrorism Law. 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. Reporting restrictions in other jurisdictions may also apply.

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

(b) Other Jurisdictions

In addition, many jurisdictions are in the process of changing or creating anti-money laundering, embargo and trade sanctions, or similar laws, regulations, requirements (whether or not with force of law) or regulatory policies and many financial intermediaries are in the process of changing or creating responsive disclosure and compliance policies (collectively "**Requirements**") and the Fund could be requested or required to obtain certain assurances from applicants subscribing for Participating Shares, disclose information pertaining to them to governmental, regulatory or other authorities or to financial intermediaries or engage in due diligence or take other related actions in the future. It is the Fund's policy to comply with Requirements to which it is or may become subject to and to interpret them broadly in favour of disclosure. Each applicant will be required to agree in the

Subscription Form, and will be deemed to have agreed by reason of owning any Participating Shares, that it will provide additional information or take such other actions as may be necessary or advisable for the Fund (in the sole judgment of the Fund and/or Administrator) to comply with any Requirements, related legal process or appropriate requests (whether formal or informal) or otherwise. Each applicant by executing the Subscription Form consents, and by owning Participating Shares is deemed to have consent, to disclosure by the Fund and its agents to relevant third parties of information pertaining to it in respect of Requirements of information request related thereto. Failure to honour any such request may result in redemption by the Fund or a forced sale to another investor of such applicant's Participating Shares.

Cayman Islands Mutual Funds Law

The Fund falls within the definition of a "Mutual Fund" in terms of the Mutual Funds Law (as amended) of the Cayman Islands (as amended) ("Funds Law") and accordingly is regulated in terms of that Law. However, the Fund is not required to be licensed or employ a licensed mutual fund administrator since the minimum aggregate investment purchasable by a prospective investor in the Fund exceeds US\$100,000 or its equivalent in any other currency.

As a regulated mutual fund, the Fund is subject to the supervision of the Cayman Islands Monetary Authority ("**Monetary Authority**"). The Fund must file this Memorandum and any changes that materially affect any information in this document with the Monetary Authority. The Monetary Authority may, at any time, instruct the Fund to have its accounts audited and to submit them to the Monetary Authority within such time as the Monetary Authority specifies. In addition, the Monetary Authority may ask the Directors to give the Monetary Authority such information or such explanation in respect of the Fund as the Monetary Authority may reasonably require to enable it to carry out its duty under the Funds Law.

The Fund will not, however, be subject to supervision in respect of its investment activities or the constitution of the Fund's portfolio by the Monetary Authority or any other government authority in the Cayman Islands, although the Monetary Authority does have power to investigate the activities of the Fund in certain circumstances. Neither the Monetary Authority nor any other governmental authority in the Cayman Islands has passed judgement upon or approved the terms or merits of this document. There is no investment compensation scheme available to investors in the Cayman Islands.

The Directors must give the Monetary Authority access to or provide at any reasonable time all records relating to the Fund and the Monetary Authority may copy or take an extract of a record it is given access to. Failure to comply with these requests by the Monetary Authority may result in substantial fines on the part of the Directors and may result in the Monetary Authority applying to a court to have the Fund wound up.

The Monetary Authority may take certain actions if it is satisfied that a regulated mutual fund:

1. Is or is likely to become unable to meet its obligations as they fall due;
2. 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;
3. Is not being managed in a fit and proper manner; or
4. Has persons appointed as Director, manager or officer that is not a fit and proper person to hold the respective position.

The powers of the Monetary Authority include inter alia the power to require the substitution of Directors, to appoint a person to advise the Fund on the proper conduct of its affairs or to appoint a person to assume control of the affairs of the Fund. There are other remedies available to the Monetary Authority including the ability to apply to the court for approval of other actions.

Miscellaneous

Each subscriber will be required to acknowledge in its subscription application that the Fund, the Administrator, the Investment Manager and/or the Investment Adviser may disclose to each other, to any other service provider to the Fund or to any regulatory body in any applicable jurisdiction copies of the subscriber's subscription application and any information concerning the subscriber provided by the subscriber to the Fund, the Administrator, the Investment Manager and/or the Investment Adviser and any such disclosure shall not be treated as a breach of any restriction upon the disclosure of information imposed on such person by law or otherwise.

Trade confirmations will be sent to applicants upon acceptance of their application as soon as practicable after the relevant Subscription Day, setting out details of the Participating Shares that they have subscribed for. If the applicant does not receive a trade confirmation, it is the applicant's responsibility to contact the Administrator to ascertain the status of its subscription application. An applicant cannot assume its successful subscription until it receives a trade confirmation from the Administrator.

TAXATION CONSIDERATIONS

It is the responsibility of all persons interested in purchasing Participating Shares to inform themselves as to any tax consequences from their investing in the Fund and the Fund's operations or management, as well as any foreign exchange or other fiscal or legal restrictions, which are relevant to their particular circumstances in connection with the acquisition, holding or disposition of Participating Shares. Investors should therefore seek their own separate tax advice in relation to their holding of Participating Shares and accordingly neither the Fund, the Investment Manager, the Investment Adviser nor any of the Fund's service providers accept any responsibility for the taxation consequences of any investment into the Fund by an investor.

U.S. Taxation Considerations

(a) General

The following is a discussion of certain of the anticipated income tax considerations relevant to non-U.S. investors and Tax-Exempt Investors (as defined below) in the Fund arising from the purchase, ownership, and disposition of Participating Shares. Prospective investors should consult their tax advisers to determine its application to their own particular circumstances. The discussion is based on laws and regulations currently in effect, which may change or be subject to differing interpretations.

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

Income or gains from securities held by the Fund may be subject to withholding taxes or other taxes. The Fund does not assume the responsibility for withholding any tax at source.

Each prospective investor is urged to consult its own tax adviser with respect to the federal, state, local and foreign tax consequences of the purchase and ownership of Participating Shares.

THIS SUMMARY IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING UNITED STATES FEDERAL TAX PENALTIES. THIS SUMMARY WAS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN, AND ANY TAXPAYER TO WHOM THE TRANSACTIONS OR MATTERS ARE BEING PROMOTED, MARKETED OR RECOMMENDED SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

(b) Taxation of the Fund

The Investment Manager intends to operate the Fund so that the Fund will be treated as a corporation for U.S. Federal income tax purposes. It is intended that the Fund's affairs will be conducted such that in general its income and gain will not be treated as effectively connected with the conduct of a U.S. trade or business or otherwise subject to regular U.S. federal income taxation on a net basis although no assurance can be given in this regard.

U.S. source income that is not effectively connected with the conduct of a U.S. trade or business and is fixed, determinable, annual, and periodic ("FDAP") income of the Fund, including U.S. source dividends and interest, will generally be subject to a U.S. federal withholding tax of 30 percent. However, U.S. source interest will not be subject to the 30 percent withholding tax if it qualifies as "portfolio interest". "Portfolio interest" is generally defined (with certain exceptions) as (a) interest paid on certain bearer obligations generally designed to be sold only to persons who are not U.S. persons, or (b) interest paid on registered obligations with respect to which the person who is otherwise required to withhold tax has received a statement that the beneficial owner of the obligation is not a U.S. person; in both cases with respect to debt obligations issued after July 18, 1984 by a U.S. person or the U.S. government. The exemption from withholding for portfolio interest is subject to

certain related party ownership rules and other limitations and is not applicable to contingent interest within the meaning of Section 871(h) of the Code.

Trading in stocks and securities, including trading in derivatives based on stocks and securities, generally will not be treated as the conduct of a U.S. trade or business when engaged in by a non-resident of the United States, such as the Fund, provided that the non-resident is not a “dealer” in stocks and securities. The Fund should not be a “dealer” for this purpose. Trading in commodities is subject to a similar exemption, provided that the commodities are of a kind customarily dealt in on an organized commodity exchange. Income from such activities that is equivalent to, or based on, interest or dividend type payments, generally will be subject to 30% withholding as FDAP when paid to the Fund. Under current law, however, income realized by a non-resident of the United States from certain notional principal contracts may be treated as non-U.S. source income that is not subject to regular U.S. federal income tax. Although it is expected that the Fund will qualify for the exemptions for trading activities of non-resident taxpayers described in this paragraph, the availability of such exemptions is dependent on the particular facts and circumstances of each taxpayer, and there can be no assurance that such exemptions will apply to the U.S. income realized by the Fund.

Assuming the Fund is not treated as engaged in a U.S. trade or business, gains realized by the Fund on the sale of stock or securities should not generally be subject to any U.S. federal income tax. However, gains from the sale of stock in a “United States real property holding company” (generally a U.S. corporation 50% or more of the assets of which consist of U.S. real property, excluding certain publicly traded corporations) will be treated as income effectively connected with the conduct of a U.S. trade or business and would be subject to regular U.S. federal income tax.

If the Fund were deemed engaged in a U.S. trade or business, the Fund would be subject to tax at regular U.S. tax rates on its income effectively connected with the U.S. trade or business (and may also be subject to the U.S. branch profits tax).

Taxation of Non-U.S. Shareholders — For U.S. federal income tax purposes, a Shareholder of the Fund who is a non-U.S. person (as defined below) will not be subject to U.S. federal income taxation on dividends paid by the Fund in respect of the Participating Shares or gains recognized on the sale, exchange or redemption of Participating Shares of the Fund, provided that the dividends or gains are not attributable to an office or fixed place of business maintained by the Shareholder in the United States or otherwise effectively connected with the conduct of a trade or business by the Shareholder in the United States.

For these purposes the term “non-U.S. person” means any person that is not a “U.S. person” for federal income tax purposes. A “U.S. person” means (1) a citizen or resident of the United States, (2) a partnership or corporation created or organized in the United States or under the laws of the United States or any political subdivision thereof, (3) an estate the income of which is subject to United States federal income taxation regardless of its source or (4) a trust if (a) it is subject to the primary supervision of a court within the United States and one or more United States persons have the authority to control all substantive decisions of the trust, or (b) it has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

Special rules may apply in the case of non-U.S. investors (i) that have an office or fixed place of business in the United States to which dividends or gain in respect of the Participating Shares are attributable, (ii) that have a “tax home” in the United States or (iii) that are former citizens of the United States, “controlled foreign corporations”, non-U.S. insurance companies that hold Participating Shares of the Fund in connection with their U.S. business, non-U.S. personal holding companies, passive non-U.S. investment companies or corporations which accumulate earnings to avoid U.S. federal income tax. Such persons are urged to consult their U.S. tax advisers before investing in the Fund.

In the case of Participating Shares of the Fund held in the United States by a custodian or nominee for a non-U.S. investor, U.S. backup withholding taxes may apply to dividends in respect of Participating Shares realized by such Shareholder unless such Shareholder properly certifies as to its non-U.S. status or otherwise establishes an exemption from backup withholding.

Taxation of U.S. Tax-Exempt Investors — The following is a summary discussion of certain U.S. federal income tax considerations relating to an investment in the Fund by U.S. tax-exempt organizations qualified under Section 501(c)(3) of the Code or U.S. pension trusts or governmental

plans qualified under Section 401(a) of the Code (“**Tax Exempt Investors**”). The discussion is based on provisions of the Code, on the regulations promulgated thereunder and on published administrative rulings and judicial decisions now in effect, all of which are subject to change or different interpretations. This discussion is necessarily general and is not intended to be applicable to investors other than Tax Exempt Investors or to those Tax Exempt Investors who hold (directly, indirectly or constructively) a 10 percent or greater interest in the Fund. The actual tax and financial consequences of the purchase and ownership of Participating Shares will vary depending upon the investor’s circumstances. This discussion does not constitute tax advice, and is not intended to substitute for tax planning.

Special considerations apply to Tax Exempt Investors investing in the Fund. As discussed below, a Tax Exempt Investor’s income from an investment in the Fund generally should not be treated as resulting in “unrelated business taxable income” (“**UBTI**”) under current law so long as such investor’s acquisition of stock in the Fund is not debt financed. Income recognized by a Tax Exempt Investor is generally exempt from U.S. federal income tax except to the extent of the entity’s UBTI. UBTI is defined generally as income from a trade or business regularly carried on by a Tax Exempt Investor that is unrelated to its exempt purpose. Section 512(b) generally provides that in computing UBTI there shall be excluded all “dividends”, “interest” and, with certain exceptions, “gains or losses from the sale, exchange or other disposition of property”.

However, if a Tax Exempt Investor’s acquisition of stock in the Fund is debt financed, Section 512(b) specifically provides that a Tax Exempt Investor’s “debt-financed income” will be included in computing UBTI and, consequently, all or a portion of such investor’s income attributable to the Fund would be included in UBTI regardless of whether such income would otherwise be excluded as dividends, interest or other similar income. The Fund and the Investment Manager expect to borrow funds or incur debt (including purchasing securities on margin), directly or indirectly, that may result in income of the Fund being treated as debt-financed income under the UBTI rules. Generally, borrowing or debt incurred by a corporation is not attributed to its shareholders under current law, such that a Tax Exempt Investor in the Fund should not be attributed any borrowing or debt incurred by the Fund (or treated as incurred by the Fund through the Investment Manager). Accordingly, a Tax Exempt Investor’s income from the Fund should not be treated as debt-financed income under the UBTI rules (assuming such investor has not itself borrowed to acquire its investment in the Fund) by reason of the Fund’s direct or indirect borrowing, incurring debt or purchasing securities on margin.

United States tax law contains special provisions dealing with “passive foreign investment companies” (“**PFICs**”). The Fund will be a “PFIC” for U.S. federal income tax purposes. Shareholders in PFICs are subject to special rules for the taxation of “excess distributions” (which include both certain distributions by a PFIC and any gain recognized on a disposition of PFIC stock). In general, Section 1291 of the Code provides that the amount of any “excess distribution” will be allocated to each day of the shareholder’s holding period for its PFIC stock. The amount allocated to the current year and prior years will be included in the shareholder’s gross income for the current year as “ordinary income”. With respect to amounts allocated to prior years, the tax imposed for the current year will be increased by the “deferred tax amount” (an amount calculated with respect to each prior year by multiplying the amount allocated to such year by the highest rate of tax in effect for such year, together with an interest charge, as though the amounts of tax were overdue). If the shareholder were to make a “qualified electing fund” election (a “**QEF Election**”), then in lieu of the foregoing treatment the shareholder would be required to include in income each year a portion of the ordinary earnings and net capital gains of the PFIC, even if not distributed to the shareholder.

Pursuant to Treasury Regulations, a Tax Exempt Investor generally should not be taxable under Section 1291 on actual dividends or capital gains recognized with respect to the Fund to the extent the Tax Exempt Investor is otherwise not taxable under the UBTI provisions with respect to its stock in the Fund (for example, as debt-financed income). Consequently, a Tax Exempt Investor would be subject to tax under the PFIC rules in respect of excess distributions only in limited circumstances. In addition, Treasury Regulations provide that a Tax Exempt Investor that is not taxable under the PFIC regime may not make a QEF Election under Section 1295 of the Code. In light of the aforementioned Treasury Regulations, Tax Exempt Investors acquiring Participating Shares should consult their own tax advisers as to the tax consequences of the ownership and disposition of the Participating Shares, including the application of the PFIC Rules to their particular situations. The Fund reserves the right to impose a charge on Participating Shareholders to whom the Fund provides reporting information in

connection with such Shareholder making a QEF election to cover the expenses of assembling and providing the information.

Certain Reporting Requirements. A Tax Exempt Investor that transfers cash to the Fund in exchange for Shares may be required to file Form 926 (Return by U.S. Transferor of Property to a Foreign Corporation) with the IRS if (1) immediately after the transfer, such Tax Exempt Investor holds, directly or indirectly, at least 10% of the total voting power or the total value of the Fund, or (2) the amount of cash transferred by such Tax Exempt Investor (or its affiliates) during the 12-month period ending on the date of the transfer exceeds \$100,000. Failure to file Form 926 properly under the circumstances described above will result in a penalty equal to 10% of the value of the cash transferred (not to exceed \$100,000 unless such failure is unintentional). Potential investors are urged to consult their own tax advisers regarding all such reporting requirements.

Taxpayers engaging in certain transactions, including certain loss transactions above a threshold, may be required to include tax shelter disclosure information with their annual U.S. federal income tax return. It is possible the Fund may engage in transactions that could potentially subject U.S. investors that hold (directly, indirectly or constructively) a 10 percent or greater interest in the Fund to such disclosure. Prospective investors should consult their own tax advisers with respect to the applicability of the tax shelter disclosure rules.

Certain Proposed Federal Income Tax Legislation. A number of items of legislation have been proposed in the past that could significantly alter certain of the federal income tax consequences of an investment in the Fund, including a provision that would treat as UBTI (i) certain dividends derived by a Tax Exempt Investor from any non-U.S. corporation in which the Tax Exempt Investor owns (directly or by attribution) 10 percent or more of the voting power of such corporation and (ii) certain income inclusions under the "controlled foreign corporation" rules. It currently is uncertain whether any such legislation will be enacted into law. Prospective investors should consult their own tax advisers regarding the proposed legislation.

Cayman Islands Taxation

There is at present no direct taxation in the Cayman Islands and interests, dividends and gains payable to the Fund will be received free of all Cayman Islands taxes.

The Fund has received an undertaking from the Governor in Council of the Cayman Islands to the effect that, for a period of 20 years from the date of the undertaking, no law that thereafter is enacted in the Cayman Islands imposing any tax or duty to be levied on profits, income or on gains or appreciation, or any tax in the nature of estate duty or inheritance tax, will apply to any property comprised in or any income arising under the Fund, or to the Shareholders thereof, in respect of any such property or income

Other Taxation

Income and gains from investments held by the Fund may be subject to withholding taxes or other taxes in jurisdictions other than those described herein. Although these withholding taxes and other taxes are imposed on or with respect to the income of the Fund, they will have the effect of reducing the after-tax returns of all Participating Shareholders, including Tax Exempt Investors. The Fund does not assume responsibility for the withholding of any tax at source.

The European Union Savings Directive

Participating Shareholders who are individuals resident in a Member State of the European Community should be aware that any income realised upon the sale, refund or redemption of their Participating Shares, together with any income in the form of dividends or other distributions by the Fund, may (depending upon the investment portfolio of the Fund) become subject to the reporting regime (or the withholding tax regime) imposed by EU Council Directive 2003/48/EC of 3 June 2003 ("**Directive**") on taxation of savings income in the form of interest payments, if payment of such income is made by a paying agent established either in another Member State or in certain other jurisdictions which have agreed to introduce an equivalent reporting (or withholding tax) regime in respect of such payments.

The provisions of the Directive apply to payments made on or after 1 July 2005. As a result of the classification by the Cayman Islands of funds such as the Fund established in its jurisdiction, it is unlikely that payments made directly by the Fund will be subject to the reporting (or withholding tax) regime. However, because these rules are complex and the precise extent of their application has not yet been confirmed by all Member States or other relevant jurisdictions which have agreed to introduce an equivalent reporting (or withholding tax) regime, application of the regime to payments emanating from the Fund cannot be excluded in all cases and Participating Shareholders who are individuals should consult their own tax advisers in relation to the purchase of the Participating Shares. The Directors, the Fund and each of the Fund's agents and service providers shall have no liability in respect of the individual tax affairs of Participating Shareholders.

RISK FACTORS

An investment in the Participating Shares is speculative and involves a high degree of risk. There is no guarantee that implementation of the investment objective or strategy with respect to the assets of the Fund will not result in losses to holders of Participating Shares. Accordingly, prospective investors should consider the following risk factors. These risk factors may not be a complete list of all risk factors associated with an investment in the Fund.

Leverage

The Fund may leverage its capital because the Investment Manager believes that the use of leverage may enable the Fund to achieve a higher rate of return. Accordingly, the Fund may pledge its securities in order to borrow additional funds for investment purposes. The Fund may also leverage its investment return with options, short sales, swaps, forwards and other derivative instruments. The amount of borrowings which the Fund may have outstanding at any time may be substantial in relation to its capital.

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.

Short Selling

The Investment Manager may engage in short selling. Selling securities short creates the risk of losing an amount greater than the initial investment, and can also involve borrowing and other costs which can reduce profits or create losses in particular positions.

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.

Foreign Taxation

The Fund trades in markets located in many jurisdictions around the world with different tax regimes some which may subject the Fund to withholding or other taxation, which may impact the Fund's returns.

No Separate Counsel

DLA Phillips Fox and Walkers will act as legal counsel to the Investment Adviser, the Investment Manager and the Fund. No separate counsel has been retained to act on behalf of the Participating Shareholders.

Limited Diversification

The Investment Manager intends to seek to diversify the Fund's investments as it deems appropriate and consistent with the Fund's investment objective. If the Fund's investment portfolio is concentrated in a small number of investments, the portfolio will be subject to a greater level of volatility. Also, the use of a single Investment Manager applying generally similar trading programs could mean lack of diversification and, consequentially, higher risk.

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 (or, in the case of short positions, overvalued) by the marketplace. Success of such

strategy necessarily depends upon the market eventually recognizing such value in the price of the security, which may not necessarily occur. Equity positions, particularly IPOs, may involve highly speculative securities.

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 is within the control of the Investment Manager and no assurances can be given that the Investment Manager will anticipate these developments.

Risk of Government Intervention

The prices of instruments 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 flows investment funds or risk of government expropriation of the assets of the companies in which the Fund holds interests. Such regulation or intervention could adversely affect the Fund's performance.

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 Shareholders the Investment Manager may modify or change the Fund's risk management system and procedures.

Margin Risk

When financial instruments are traded on a leveraged basis, the financial instrument can be purchased by depositing only a percentage of the instrument's face value and borrowing the remainder (margin). As a result, a relatively small adverse price movement in a financial instrument's value may result in immediate and substantial losses to the investor. Like other leveraged investments, any purchase or sale of a financial instrument on margin may result in losses in excess of the amount invested. The interest expense and other costs incurred in connection with such borrowing may not be recovered by appreciation in the investments purchased. In addition the Fund may be subject to additional risks, including the possibility of a "margin call", pursuant to which the Fund must either deposit additional funds with the broker or suffer mandatory liquidation of the pledged securities to compensate for the decline in value. In the event of a sudden, precipitous drop in the value of the Fund's assets, the Fund might not be able to liquidate assets quickly enough to pay off its margin debt. Such an event would adversely affect the Fund's investment.

Classes

The Fund has the power to issue Participating Shares in classes. The Articles provide for the manner in which the liabilities are to be attributed across the various classes (liabilities are to be attributed to the specific class in respect of which the liability was incurred). However, the Fund is a single legal entity. Participating Shareholders of one or more classes of Participating Shares may be compelled to bear the liabilities incurred in respect of other classes which such Participating Shareholders do not themselves own if there are insufficient assets in that other class to satisfy those liabilities. Accordingly, there is a risk that liabilities of one class may not be limited to that particular class and may be required to be paid out of one or more other classes.

Reliance on the Investment Manager

Although the Directors have the ultimate authority and responsibility for the management of the Fund, all decisions relating to the investment of the Fund's assets have been delegated to, and will be made by, the Investment Manager, who will therefore have total trading authority over the Fund. The Fund's

expertise in trading is therefore largely dependent on the continuation of an agreement with the Investment Manager and the services and skills of its officers and employees. The loss of the Investment Manager's services could materially and negatively impact the value of the Fund as it may lead to the loss of the use of any proprietary investment methodology obtained by the Investment Manager. Participating Shareholders will have no right or power to take part in the management of the Fund.

Reliance on the Investment Adviser

Although all decisions relating to the investment of the Fund's assets have been delegated to, and will be made by, the Investment Manager, who will have total trading authority over the Fund, the Investment Manager has appointed the Investment Adviser to advise regarding these decisions. The Fund's expertise in trading is therefore largely dependent on the continuation of the agreement between the Investment Manager and the Investment Adviser, and the services and skills of the Investment Adviser's officers and employees. The loss of the Investment Adviser (or that of one of its key personnel) could materially and negatively impact the value of the Fund as it may lead to the loss of the use of any proprietary investment methodology developed by the Investment Adviser.

Performance Fee

The performance fee payable to the Investment Manager may create an incentive for the Investment Manager to make investments that are riskier or more speculative than would be the case in the absence of a performance fee. Prospective investors should note that the management fee and performance fee payable to the Investment Manager is based in part upon unrealised gains (as well as unrealised losses), and that such unrealised gains and losses may never be realised by the Fund.

Counterparty Default

The Fund will, in certain circumstances, be fully subject to the default of a counterparty.

Exchange Fluctuations

Participating Shares will be issued and redeemed in US\$ (U.S. Dollar Shares) and € (Euro Shares). The functional currency of the Fund is A\$. The Fund will engage in foreign exchange hedging transactions for U.S. Dollar Shares and Euro Shares.

It may not be possible or practicable to hedge successfully against currency risk exposure in all circumstances. Further, exchange rate fluctuations and the costs of the currency hedging arrangements utilized in respect of each U.S. Dollar Share and Euro Share may prejudicially affect the Net Asset Value per Participating Share of such Classes even where investment performance in respect of those classes are positive.

Transactions undertaken to hedge adverse currency exchange movements may also involve the risk that a counterparty to any transaction may default on its obligations thereunder. While the Fund will endeavour only to enter into transactions with counterparties who are reputable financial institutions, there is still a risk that a counterparty may default on its obligations.

Effect of Redemptions

If significant redemptions of Participating Shares are requested, it may not be possible to liquidate the Fund's investments at the time such withdrawals are requested or may be able to do so only at prices which the Directors believe do not reflect the true value of such investments, resulting in an adverse effect on the return to the investors. In addition, although it is expected on termination of the Fund to liquidate all of the Fund's investments and distribute only cash to the Participating Shareholders, there can be no assurance that this objective will be attained.

Absence of Secondary Market

Currently there is no public market for the Participating Shares and it is unlikely that any active secondary market for any of the Participating Shares will develop. Participating Shares are not being

registered to permit a public offering under the securities laws of any jurisdiction. Participating Shares are also subject to substantial restrictions on transferability under the Articles of Association of the Fund. The consent of the Directors must be obtained prior to any transfer of Participating Shares. The Participating Shareholders might be able to dispose of their Participating Shares only by means of redemptions on the relevant Redemption Day at the Redemption Price, in the absence of an active secondary market. The risk of any decline in the Net Asset Value during the period from the date of notice of redemption until the Redemption Day will be borne by the Participating Shareholder(s) requesting redemption. In addition, the Directors have the power to suspend and compel redemptions. There are also restrictions on transferring Participating Shares.

Operating Deficits

The expenses of operating the Fund (including the fees payable to the Investment Manager, the Administrator and other service providers) may exceed the Fund's income, thereby requiring that the difference be paid out of the Fund's capital, reducing the value of the Fund's investments and potential for profitability.

Calculation of Net Asset Value

There is no assurance that the determination of the Net Asset Value as described above reflects the actual sales prices of the securities, even when such sales occur very shortly after the Valuation Day. If sales of investments result in fewer proceeds than estimated, the remaining Participating Shareholders will see the Net Asset Value of the Fund reduced.

Regulations

With the exception of registration under the Cayman Islands Mutual Funds Law, the Fund is not registered pursuant to any other applicable law, rule or regulation including the 1940 Act. Consequently, Participating Shareholders will not benefit from certain of the protections afforded by such other laws or regulations. The Investment Manager is not registered with the CFTC as a CPO or as a CTA. The Investment Adviser is not registered with the CFTC as a CTA and neither entity is a member of the National Futures Association. Registered commodity pool operators and commodity trading advisors are subject to extensive regulation and disclosure requirements. Shareholders, therefore, will not be accorded the protective measures they would have if the Investment Manager and the Investment Adviser were so registered.

Legal, Tax and Regulatory Risks

Legal, tax and regulatory changes in various jurisdictions could occur during the lifetime of the Fund which may adversely affect it. Should any of those laws change over the scheduled term of the Fund, the legal requirements to which the Fund may be subject could differ materially from the current requirements. The Fund may be subject to tax in jurisdictions outside of the Cayman Islands in respect of investments made in those jurisdictions.

Dividends and Distributions

The Fund does not intend to pay dividends or other distributions, but intends instead to reinvest all of 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 Directors do however reserve the right to declare and pay dividends.

Derivative Instruments

The Fund may utilise derivative instruments which seek to modify or replicate the investment performance of particular securities, commodities, currencies, interest rates, indices or markets on a leveraged or unleveraged basis. Other risks related to the use of derivative instruments include, but are not limited to:

- *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 Fund from achieving the intended hedging effect or expose the Fund to the risk of loss.

- *Liquidity* – Derivative instruments, especially when traded in large amounts, may not be liquid in all circumstances, so that in volatile markets the Fund may not be able to close out a position without incurring a loss. In addition, daily limits on price fluctuations and speculative position limits on exchanges on which Fund may conduct its transactions in derivative instruments may prevent prompt liquidation of positions, subjecting the Fund to the potential of greater losses.
- *Leverage* – Trading in derivative instruments can result in large amounts of leverage. Thus, the leverage offered by trading in derivative instruments will magnify the gains and losses experienced by the Fund and could cause the Fund Net Asset Value to be subject to wider fluctuations than would be the case if the Fund did not use the leverage feature in derivative instruments.

Additional Rights of Participating Shareholders

The Directors of the Fund, in their sole discretion and without notice to the other Participating Shareholders of the Fund, may enter into side letters or agreements (to satisfy regulatory requirements or for any other reason) with certain investors granting them, among other things, fee waivers or reductions, different voting rights or restrictions, additional rights to reports or other information and other more favourable (or less favourable) investment terms than the terms associated with an investment by Participating Shareholders in the Fund pursuant to the terms offered pursuant to this Memorandum. In particular, the Fund may enter into a side letters or agreement with an investor granting them, among other things, reduced fees and preferential redemption rights, the right to be notified of the departure or other non-involvement of a "key man" and rights to receive regular portfolio information. The Fund has the power to create different classes of Participating Shares for certain investors and may create additional classes having different rights for the purposes of implementing such agreements. The Fund shall have no obligation to offer such additional rights, terms or conditions granted to other or all investors in the Fund.

Other Activities

The management personnel of the Investment Manager and Investment Adviser and their affiliates will devote only such portion of their time to the affairs of the Fund as they in good faith consider necessary for the proper performance of their duties. Other activities of affiliates of the Investment Manager with which such personnel are associated may require those management personnel to devote substantial amounts of their time to matters unrelated to the business of the Fund.

Both the Investment Manager and Investment Adviser will devote sufficient resources to pursue the Fund's objective of maximizing the expected returns on its portfolio, subject to general constraints on portfolio risk, exposure to extreme adverse events, concentration, liquidity and other qualitative and quantitative considerations. The Investment Manager and Investment Adviser, their affiliates, managers, members, shareholders, officers, directors, employees and the agents of the Investment Manager and the Investment Adviser and their respective affiliates may engage in transactions or investments or cause or advise other clients to engage in transactions or investments that may differ from or be identical to the transactions or investments engaged in by the Investment Manager for or recommended by the Investment Adviser for the Investment Manager for the Fund.

The Investment Manager shall not have any obligation to engage in any transaction or investment for the Fund's account that the Investment Manager, the Investment Adviser or their respective affiliates or any of the members, officers, directors or employees of the Investment Manager and the Investment Adviser or their affiliates may engage in for their own accounts or the account of any other customer, except as otherwise required by applicable law.

There will be no limitation with respect to the Investment Manager's and the Investment Adviser's and their affiliates' other activities and investments or with respect to the activities of other investment portfolios managed or advised by the Investment Manager, the Investment Adviser or their affiliates. Accordingly conflicts of interest may occur.

THE FOREGOING RISK FACTORS DO NOT PURPORT TO BE A COMPLETE EXPLANATION OF THE RISKS INVOLVED IN THIS OFFERING. POTENTIAL INVESTORS MUST READ THE ENTIRE MEMORANDUM INCLUDING ALL ATTACHMENTS AND MUST CONSULT THEIR OWN PROFESSIONAL ADVISERS, BEFORE DECIDING TO INVEST IN THE FUND.

ANNEXURE A1
SUBSCRIPTION FORMS
(FOR INVESTORS THAT ARE NOT U.S. PERSONS)

Subscription Forms for Non-U.S. Investors
for the
Fortitude Capital Extension (Caymans) Fund

DIRECTIONS FOR THE COMPLETION OF THE SUBSCRIPTION FORMS

Prospective investors must complete all of the Subscription Forms contained in this package in the manner described below. For purposes of these Subscription Forms, the "Investor" is the person for whose account the Participating Shares are being purchased. Another person with investment authority may execute the Subscription Forms on behalf of the Investor, but should indicate the capacity in which it is doing so and the name of the Investor.

1 *Subscription Agreement*

- (a) Fill in amount of the investment on page 57.
- (b) Date, print the name of the Investor and sign (and print name, capacity and title, if applicable) on page 59 and have the signatures witnessed.

2 *Investor Questionnaire:*

- (a) In Section A, each Investor should fill in the Investor's name, address and telephone and telecopier numbers and respond to the questions in item 6.
- (b) Each entity should respond to the questions in Section B.
- (c) Each Investor should check the box or boxes in Section D which are next to the categories under which the Investor qualifies as a qualified eligible person.
- (d) Each Investor should respond to the question in Section G and, if required thereby, should make the representation and covenant set forth therein by signing (and printing name, capacity and title, if applicable) in the space provided.
- (e) In Section H, each entity should provide the name and title and obtain the signature of each person authorized to bind the Investor in connection with an investment in the Fund (as defined herein).
- (f) Each Investor should respond to the questions and provide the wiring bank information requested in Section I.
- (g) Date, print the name of the Investor and sign (and print name, capacity and title, if applicable) on page 74.

3 *Delivery of Subscription Forms:*

Completed and signed copies of the Subscription Agreement and the Investor Questionnaire, together with any required evidence of authorization, should be faxed and the originals forwarded by courier to the Administrator at the following address:

Fortitude Capital Extension (Caymans) Fund c/o Kingsway Taitz Fund Administration Pty Limited, GPO Box 3750, Sydney NSW 2001, Australia, Fax: +61 2 8915 1620, Tel: +61 2 8257 3310.

4 *Payment of Subscription*

Payment of the cash (or in kind at the Fund's discretion) amount of the Investor's subscription should be made by wire transfer to the Fund's account specified in Section 5 of the Subscription Agreement or, in the case of an in kind payment accepted by the Fund in its sole discretion, by such means as agreed to between the Investor and the Fund. Participating Shares may be issued on any Dealing Day in respect of applications which are received before 2:00pm (Sydney time) at least 3 Business Days prior to the relevant Dealing Day.

5 *Evidence of Authorization:*

Investors which are corporations must submit certified corporate resolutions authorizing the subscription and identifying the corporate officer empowered to sign the Subscription Forms. Partnerships must submit a certified copy of the partnership certificate (in the case of limited partnerships) or partnership agreement identifying the general partners. Trusts must submit a copy of the trust agreement. Employee benefit plans must submit a certificate of an appropriate officer certifying that the subscription has been authorized by the appropriate plan fiduciary and identifying the individual empowered to sign the Subscription Forms. Investors may be requested to furnish other or additional documentation evidencing the authority to invest in the Fund.

FORTITUDE CAPITAL EXTENSION (CAYMANS) FUND SUBSCRIPTION AGREEMENT

Fortitude Capital Extension (Caymans) Fund

Ladies & Gentlemen:

- 1 *Subscription.* The undersigned (“Investor”) subscribes for and agrees to purchase the amount of non-voting, participating, redeemable shares (“**Participating Shares**”) in the Fortitude Capital Extension (Caymans) Fund, a Cayman Islands exempted limited liability company (“**Fund**”). The Investor acknowledges that this subscription (i) is irrevocable, and (ii) is conditioned upon acceptance, in whole or in part, by the Directors of the Fund in their sole discretion. The Investor agrees to be bound by all the terms and provisions of this Confidential Private Placement Memorandum and the Amended and Restated Memorandum and Articles of Association of the Fund (as amended or supplemented from time to time, the “**Articles of Association**”). Capitalized terms not defined herein are used as defined in the Articles of Association or the Private Placement Memorandum.

- 2 *Representations and Warranties.* To induce the Fund to accept this subscription, the Investor represents and warrants as follows:
 - (a) The Investor has been furnished the Confidential Private Placement Memorandum dated January 2008 relating to the Fund and all amendments and supplements thereto (together, the “**Placement Memorandum**”) and, if requested by the Investor, forms of the following documents (“**Fund Documents**”): (i) the Articles of Association; (ii) the investment management agreement between the Fund and the Investment Manager (as amended or supplemented from time to time, the “**Management Agreement**”) and (iii) the investment advisory agreement between the Investment Manager and the Investment Adviser (as amended or supplemented from time to time, the “**Investment Advisory Agreement**”). The Investor has carefully read the Placement Memorandum and the Fund Documents requested by the Investor. The Investor has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Participating Shares, is able to bear the risks of an investment in the Participating Shares and understands the risks of, and other considerations relating to, a purchase of a Participating Share, including the matters set forth under the caption “Risk Factors” in the Placement Memorandum.

 - (b) The Investor (A) is not a U.S. Person (as defined herein); (B) will notify the Fund immediately if the Investor becomes a U.S. Person at any time during which the Investor holds or owns any Participating Shares; (C) has not obtained any of the funds used by the Investor to effect the purchase of Participating Shares from U.S. Persons; and (D) will notify the Fund and the Administrator immediately if, at any time during which the Investor holds or owns any Participating Shares, the Investor is, or is acting on behalf of, an employee benefit plan within the meaning of Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), a plan described in Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (“**Code**”), or an entity which is deemed to hold the assets of any such employee benefit plan pursuant to 29 C.F.R. § 2510.3-101, whether or not such plan or entity is subject to ERISA or the Code.

 - (c) The Investor (i) will not transfer or deliver any interest in the Participating Shares except in accordance with the restrictions set forth in the Articles of Association and the Placement Memorandum and (ii) is acquiring the Participating Shares to be acquired hereunder for the Investor’s own account for investment purposes only and not with a view to resale or distribution.

 - (d) The Investor consents to details of their shareholding or personal data, which is revealed on this Subscription Form or is disclosed by the Investor subsequently,

being disclosed to the Investment Manager, its affiliated companies and any other service provider to the Fund and their affiliates.

- (e) Except for offers and sales to discretionary or similar accounts held for the benefit or account of a non-U.S. Person by a U.S. dealer or other professional fiduciary, all offers to sell and offers to buy the Participating Shares were made to or by the Investor while the Investor was outside the United States and, at the time that the Investor's order to buy the Participating Shares was originated, the Investor was outside the United States.
- (f) The Investor understands that the Participating Shares have not been registered under the United States Securities Act of 1933, as amended ("**Securities Act**"), the securities laws of any state or the securities laws of any other jurisdiction, nor is such registration contemplated. The Investor understands and agrees further that, subject to the limited redemption rights set forth in the Articles of Association, the Participating Shares must be held indefinitely unless they are subsequently registered under the Securities Act and these laws or an exemption from registration under the Securities Act and these laws covering the sale of Participating Shares is available. Even if such an exemption is available, the assignability and transferability of the Participating Shares will be governed by the Articles of Association, which imposes substantial restrictions on transfer. The Investor understands that legends stating that the Participating Shares have not been registered under the Securities Act and these laws and setting out or referring to the restrictions on the transferability and resale of the Participating Shares will be placed on all documents, if any, evidencing the Participating Shares. The Investor's overall commitment to the Fund and other investments which are not readily marketable is not disproportionate to the Investor's net worth and the Investor has no need for immediate liquidity in the Investor's investment in Participating Shares.
- (g) To the full satisfaction of the Investor, the Investor has been furnished with any materials the Investor has requested relating to the Fund, the offering of Participating Shares or any statement made in the Placement Memorandum, and the Investor has been afforded the opportunity to ask questions of representatives of the Fund concerning the terms and conditions of the offering and to obtain any additional information necessary that the Fund possesses or can acquire without unreasonable effort or expense to verify the accuracy of any representations or information set forth in the Placement Memorandum.
- (h) If the Investor is, or is acting (directly or indirectly) on behalf of, a "Plan" (as defined below) which is subject to Title I of ERISA, Section 4975 of the Code, or any provisions of any federal, state, local, non-U.S. or other laws or regulations that are similar to those provisions contained in such portions of ERISA or the Code (collectively, "**Other Plan Laws**"): (i) the decision to invest in the Fund was made by a fiduciary (within the meaning of Section 3(21) of ERISA and the regulations thereunder, or as defined under applicable Other Plan Laws) (a "**Fiduciary**") of the Plan which is unrelated to the advisor or any of its employees, representatives or affiliates and which is duly authorized to make such an investment decision on behalf of the Plan ("**Plan Fiduciary**"); (ii) the Plan Fiduciary has taken into consideration its fiduciary duties under ERISA or any applicable Other Plan Law, including the diversification requirements of Section 404(a)(1)(C) of ERISA (if applicable), in authorizing the Plan's investment in the Fund, and has concluded that such investment is prudent; (iii) the Plan's subscription to invest in the Fund and the purchase of the Participating Shares contemplated thereby is in accordance with the terms of the Plan's governing instruments and complies with all applicable requirements of ERISA, the Code and all applicable Other Plan Laws; and (iv) the Plan Fiduciary acknowledges and agrees that neither the advisor nor any of its employees, representatives or affiliates will be a fiduciary with respect to the Plan as a result of the Plan's investment in the Fund, pursuant to the provisions of ERISA or any applicable Other Plan Laws, or otherwise, and the Plan Fiduciary has not relied on, and is not relying on, the investment advice of any such person with respect to the Plan's investment in the Fund. "Plan" includes (A) an employee benefit plan

(within the meaning of Section 3(3) of ERISA), whether or not such plan is subject to Title I of ERISA, (B) a plan, individual retirement account or other arrangement that is subject to Section 4975 of the Code, (C) an insurance company using general account assets which may be deemed to be the assets of any of the foregoing types of plans, accounts or arrangements, pursuant to John Hancock Mutual Life Insurance Company v. Harris Trust & Savings Bank, 114 S. Ct. 517 (1993), or otherwise, and (D) an entity which is deemed to hold the assets of any of the foregoing types of plans, accounts or arrangements, pursuant to 29 C.F.R. § 2510.3-101, or otherwise.

- (i) If the Investor is (directly or indirectly) investing the assets of a Plan which is not subject to Title I of ERISA or Section 4975 of the Code but is subject to any provisions of (x) any Other Plan Laws and (y) the provisions of any law or regulation similar to the Department of Labor ERISA plan asset regulations or which would otherwise provide that the assets of the Fund could be deemed to include “plan assets” under such law or regulation (“**Similar Law**”), the Fund’s assets will not constitute the assets of such Plan under the provisions of any applicable Similar Law.
- (j) If the Investor is (directly or indirectly) investing the assets of a Plan subject to Title I of ERISA or Section 4975 of the Code, in the event the Fund’s assets are deemed to constitute “plan assets” under 29 C.F.R. § 2510.3-101, the Investor (or a named fiduciary of the Investor) hereby appoints the advisor as investment manager (within the meaning of Section 3(38) of ERISA) and fiduciary (within the meaning of Section 3(21) of ERISA) with respect to the portion of the assets of the Fund deemed to be assets of the Investor. The Investor represents and warrants that it has the power to make such an appointment, and that it is taking such action through a named fiduciary who is authorized to act on behalf of the Investor in this regard.
- (k) The Investor acknowledges and agrees that the Fund may require a mandatory redemption of all or part of the Participating Shares held by the Investor at any time and for any reason, in its sole and absolute discretion, including to ensure that the assets of the Fund will not be characterized as assets of any employee benefit plan for purposes of ERISA, the Code or any applicable Similar Law, whether or not such Investor is subject to ERISA, the Code or any Similar Law.
- (l) Other than as set forth in the Placement Memorandum and the Fund Documents, the Investor is not relying upon any other information, representation or warranty by the Fund, or any of its service providers, or any of their agents in determining to invest in the Fund. The Investor has consulted to the extent deemed appropriate by the Investor with the Investor’s own advisers as to the financial, tax, legal and related matters concerning an investment in Participating Shares and on that basis believes that an investment in the Participating Shares is suitable and appropriate for the Investor. The Investor acknowledges that any placement agent and other agents used in connection with the offer and sale of the Participating Shares did not prepare the Placement Memorandum or any other Fund Document and that such placement agents and other agents may be indemnified by the Fund.
- (m) If the Investor is not a natural person, the Investor has the power and authority to enter into this Subscription Agreement and each other document required to be executed and delivered by or on behalf of the Investor in connection with this subscription for Participating Shares, and to perform its obligations thereunder and consummate the transactions contemplated thereby, and the person signing this Subscription Agreement on behalf of the Investor has been duly authorized to execute and deliver this Subscription Agreement and each other document required to be executed and delivered by the Investor in connection with this subscription for Participating Shares. If the Investor is an individual, the Investor has all requisite legal capacity to acquire and hold the Participating Shares and to execute, deliver and comply with the terms of each of the documents required to be executed and delivered by the Investor in connection with this subscription for Participating Shares. Such execution, delivery and compliance by the Investor does not represent a breach of, or constitute a default under, any instruments governing the Investor, any law, regulation or order to which the Investor is subject, or any agreement to which the

Investor is a party or by which the Investor is bound. This Subscription Agreement has been duly executed by the Investor and constitutes a valid and legally binding agreement of the Investor.

- (n) Neither the Investor, nor any of its beneficial owners, appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury (“**OFAC**”), nor are they otherwise a party with which the Fund is prohibited to deal under the laws of the United States. The Investor further represents that the monies used to fund the investment in the Participating Shares are not derived from, invested for the benefit of, or related in any way to, the governments of, or persons within, (i) any country under a U.S. embargo enforced by OFAC, (ii) that has been designated as a “non-cooperative country or territory” by the Financial Action Task Force on Money Laundering or (iii) that has been designated by the U.S. Secretary of the Treasury as a “primary money laundering concern.” The Investor further represents and warrants that the Investor: (i) has conducted thorough due diligence with respect to all of its beneficial owners, (ii) has established the identities of all beneficial owners and the source of each of the beneficial owner’s funds and (iii) will retain evidence of any such identities, any such source of funds and any such due diligence. The Investor further represents that the Investor does not know or have any reason to suspect that (i) the monies used to fund the Investor’s investment in the Participating Shares have been or will be derived from or related to any illegal activities, including but not limited to, money laundering activities, and (ii) the proceeds from the Investor’s investment in the Participating Shares will be used to finance any illegal activities.
 - (o) The Investor is not subscribing for the Participating Shares as a result of or subsequent to (i) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, (ii) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising, or (iii) any solicitation of a subscription by a person not associated with the Fund, the Investment Manager or the Investment Adviser (other than any placement agent).
- 3 *Further Advice and Assurances.* All information which the Investor has provided to the Fund, including the information in this Subscription Agreement and in the attached Investor Questionnaire, is true, correct and complete as of the date hereof, and the Investor agrees to notify the Fund immediately if any representation, warranty or information contained in this Subscription Agreement, including in the attached Investor Questionnaire, becomes untrue at any time. The Investor agrees to provide such information and execute and deliver such documents regarding itself and all of its beneficial owners as the Fund, the Investment Manager, the Administrator or their agents may reasonably request from time to time to verify the accuracy of the Investor’s representations and warranties herein or to comply with provisions of the Placement Memorandum or any law, rule or regulation to which the Fund may be subject, including compliance with anti-money laundering laws and regulations. The Investor irrevocably authorises the Fund and/or the Administrator to disclose, at any time, any information held by the Fund and/or Administrator in relation to the Investor or his holding to the Investment Manager and Investment Adviser or any affiliate of the Administrator, the Investment Manager or the Investment Adviser.
- 4 *Indemnity.* The Investor understands that the information provided herein will be relied upon by the Fund for the purpose of determining the eligibility of the Investor to purchase Participating Shares. The Investor agrees to provide, if requested, any additional information that may reasonably be required to determine the eligibility of the Investor to purchase Participating Shares. In addition the Investor agrees that it will provide additional information or take such other actions as may be necessary or advisable for the Fund (in the sole judgment of the Fund and/or Administrator) to comply with any Requirements, related legal process or appropriate requests (whether formal or informal) or otherwise. To the maximum extent permitted by law, the Investor agrees to indemnify and hold harmless the Fund, the Administrator, the Investment Manager, the Investment Adviser, and each of their subsidiaries, affiliates, directors and other officers, shareholders, servants, employees, agents and permitted delegates and sub-delegates, and each Shareholder from and against

any loss, damage or liability due to or arising out of a breach of any representation, warranty or agreement of the Investor contained in this Subscription Agreement or in any other document provided by the Investor to the Fund or the Administrator in connection with the Investor's investment in Participating Shares. Notwithstanding any provision of this Subscription Agreement, the Investor does not waive any rights granted to it under applicable securities laws.

The Investor further agrees to indemnify and hold harmless the Administrator and each of its subsidiaries, affiliates, directors and other officers, shareholders, servants, employees, agents and permitted delegates and sub-delegates, in their capacity as "paying agent" under the European Union Savings Directive 2003/48/EC (the "**Directive**"), against any loss, liability, costs or expenses (including without limitation attorneys' fees, taxes, and penalties) which may be incurred by them directly or indirectly as a result of the Investor's failure to provide information required in terms of the Directive. The Investor acknowledges that the Participating Shares may not be issued and redemption proceeds may be frozen until all required information and documentation required by the Administrator or any of its affiliates pursuant to the Directive is provided.

5 *Payment of Subscription.*

- (a) The Investor shall pay the amount of the Investor's subscription hereunder by wire transfer to the account set forth below no later than 2:00pm (Sydney time) 3 Business Days prior to the relevant Dealing Day or make an in kind payment acceptable to the Fund in the Fund's sole discretion. If the Investor's subscription is rejected in whole or in part, the amount rejected shall be promptly returned by wire transfer to the original account from which monies were received. An investor should instruct its bank to wire the amount of the investment to the correct account in which an investor wishes to subscribe as follows (with the Investor's name inserted as the 'Reference' below):

U.S. Dollar Shares (USD)

To: St George Bank Limited
55 Market Street, Sydney NSW 2000, Australia

Swift Code: SGBLAU2S

For the Account of: Fortitude Capital Extension (Caymans) Fund

A/C#: 202200USD01

Reference: [Shareholder Name]

Euro Shares (EUR)

To: St George Bank Limited
55 Market Street, Sydney NSW 2000, Australia

Swift Code: SGBLAU2S

For the Account of: Fortitude Capital Extension (Caymans) Fund

A/C#: 202200EUR01

Reference: [Shareholder Name]

Please note that for cleared funds to be received in Sydney before 2:00pm (Sydney time) at least 3 Business Days prior to the relevant Dealing Day,

payment must be made for value at least one business day in New York preceding such payment deadline (in respect of U.S. Dollar Shares) and at least two business days in London preceding such payment deadline (in respect of Euro Shares).

The remitter should instruct the remitting bank to send a SWIFT advice (format MT 103) to St George Bank Limited (SWIFT Code: SGBLAU2S) advising details of remittance, including the name of applicant(s), for ease of identification. A copy of proof of payment should be faxed to Kingsway Taitz Fund Administration Pty Limited on +61 2 8915 1620.

Please note: Subscription monies must be transferred from a bank account in the name of the subscriber(s) as appears in the registration details on the relevant Subscription Document.

No third party payments will be permitted.

- (b) The Investor acknowledges that, due to money laundering requirements, the Administrator, the Fund, the Investment Manager, or their respective subsidiaries, affiliates, directors and other officers employees, agents and permitted delegates (each an “**Authorized Party**”) may require further identification of the Investor and/or source of funds information before this subscription may be processed. By way of example, an individual may be required to produce a copy of a passport or identification card duly certified by a public authority such as a notary public, the police or the ambassador in his country of residence, together with evidence of his address such as a utility bill or bank statement. In the case of corporate subscribers this may require production of a certified copy of the Certificate of Incorporation (and any change of name) and/or the Memorandum and Articles of Association (or equivalent), and of the names and residential and business addresses of all directors and beneficial owners. The Authorized Parties shall be held harmless and indemnified by the Investor against any loss arising from the failure to process this subscription if such information as has been required from the Investor has not been provided by the Investor.
- (c) The Investor understands and acknowledges that trade confirmations will be sent to applicants upon approval of a subscription application as soon as practicable after the relevant Subscription Day, setting out details of the Participating Shares that they have subscribed for. The Investor further understands and acknowledges that if it does not receive a trade confirmation, it is Investor's responsibility to contact the Administrator to ascertain the status of its subscription application and that Investor cannot assume its successful subscription until it receives a trade confirmation from the Administrator.

6 *Certain Definitions.* For purposes hereof, “United States” and “U.S. Person” shall have the meanings set forth under the Code and in Regulation S under the Securities Act.

7 *Facsimile Instructions*

The Investor understands and acknowledges that the Administrator will process subscription, transfer and redemption requests which are received by facsimile and that the original should follow by courier thereafter. Neither the Fund nor the Administrator shall be responsible for any mis-delivery or non-receipt of any facsimile. Facsimiles sent to the Fund or the Administrator shall only be effective when actually acknowledged by the Fund or the Administrator. In the event that no acknowledgement is received from the Administrator within five (5) Business Days of submission of the request, you are advised to contact the Administrator to confirm that the Administrator' has received the request

The Investor hereby authorises the Administrator, the Investment Manager, the Investment Adviser and the Fund to accept and execute any instructions in respect of the Participating Shares to which this application relates given by the Investor in written form or by facsimile. If the instructions are given by the Investor by facsimile, the Investor undertakes to confirm them

in writing. The Investor hereby agrees to indemnify each of the Administrator, the Investment Manager, the Investment Adviser and the Fund and each of their respective subsidiaries, affiliates, directors, officers, shareholders, employees, agents, and permitted delegates and agree to keep each of them indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon facsimile instructions. The Administrator, the Investment Manager, the Investment Adviser and the Fund may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instruction or other instrument believed in good faith to be genuine or to be signed by properly authorised persons.

8 *Provision of information by Fund by electronic means (including without limitation reports, confirmations and communications)*

The Investor agrees that it may receive information required or to be provided to the Investor by the Fund, the Administrator, the Investment Manager or the Investment Adviser, by email, posting to a website or by other electronic means.

9 *Miscellaneous.* This Subscription Agreement is not assignable by the Investor without the consent of the Fund. The representations and warranties made by the Investor in this Subscription Agreement shall survive the closing of the transactions contemplated hereby and any investigation made by or on behalf of the Fund. The attached Investor Questionnaire is an integral part of this Subscription Agreement and shall be deemed incorporated by reference herein. This Subscription Agreement may be executed in one or more counterparts, all of which together shall constitute one instrument. Notwithstanding the place where this Subscription Agreement may be executed by any of the parties, the parties expressly agree that all terms and provisions hereof shall be governed by and construed in accordance with the laws of the Cayman Islands. The Investor acknowledges that the Fund, the Administrator, the Investment Manager and/or the Investment Adviser may disclose to each other, to any other service provider to the Fund or to any regulatory body in any applicable jurisdiction copies of the Investor's subscription application and any information concerning the Investor provided by the Investor to the Fund, the Administrator, the Investment Manager and/or the Investment Adviser and any such disclosure shall not be treated as a breach of any restriction upon the disclosure of information imposed on such person by law or otherwise.

NOTES

Subscribers are required to provide certain supplemental documentation in connection with this subscription, as follows:

A Company subscribing for Participating Shares must provide:

- a certified copy of its certificate of incorporation
- a certified copy of memorandum and articles of association (or equivalent), and all amendments thereto;
- detail of its registered office, and place of business;
- resolutions authorising its subscription and the execution of this Subscription Agreement and other documents;
- a certified copy of register/list of directors, showing names and residential addresses or certificate of incumbency
- Evidence of investor's authority to make the investment (e.g. certified copy of the relevant board resolution)

- information set out below for individuals in respect of the principal beneficial owners, (generally regarded as persons directly or indirectly holding more than 10 percent of the applicant company's shares).

Individuals subscribing for Participating Shares must provide:

- a certified copy of their passports or other acceptable identification, containing the subscriber's full name(s), date and place of birth and nationality.
- proof of permanent address, usually provided by way of the bank reference or an original/certified copy of a recent utility bill.

Trustees, Agents, General Partners of Partnerships, or Other Person Acting in a Representative Capacity subscribing for Participating Shares must provide:

- a certified copy of the trust agreement, power of attorney or partnership agreement, as the case may be, evidencing the existence of authority to make an investment in the Participating Shares and the authority to subscribe and to execute this Subscription Agreement and other documents; and
- in the case of a trust, an opinion of counsel as to such power and authority. For partnerships and unincorporated businesses at least two partners or controllers of the business and/or authorised signatories must provide the information set out above for individual subscribers.

Further Notes

- Where this Agreement is sent by fax, you must also send the original signed application by courier to the address specified above. Neither the Administrator, and the Investment Manager nor their duly appointed agents will be responsible to an applicant for any loss resulting from any mis-delivery or non-receipt of any application sent by fax.
- Where documents are not in English, a notarized translation is required.
- A certifier must be a suitable person, such as a lawyer, accountant, director or manager of a regulated credit or financial institution, a notary public or a member of the judiciary. The certifier should sign the copy document (printing his/her name clearly underneath) and clearly indicate his/her position or capacity, together with a contact address and phone number. The certifier must indicate that the document is a true copy of the original and that the photo is a true likeness of the individual.
- As part of the Fund's responsibility to comply with any applicable anti-money laundering regulations, the Fund, the Administrator and/or the Investment Manager will require detailed verification of an investor's identity and the source of the payment of application monies. The Administrator and the Investment Manager reserve the right to request such information as is necessary to verify the identity of an applicant and the source of the payment.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement as a Deed on the date set forth below.

Amount of Subscription:

(a) US\$ _____ for U.S. Dollar Shares, OR

(b) EUR _____ for Euro Shares

(Select **ONE** alternative only. If you wish to subscribe for more than one Class of Participating Shares, please send a separate

Subscription Agreement for each Class of Participating Shares).

Initial charge: N/A

Redemption charge: N/A

INDIVIDUAL INVESTOR:

(Print Name)

(Signature)

(Witness)

Date: _____

PARTNERSHIP, CORPORATION,
TRUST, CUSTODIAL ACCOUNT,
OTHER ENTITY:

(Print Name of Entity)

(Signature)

(Print Name and Title)

(Witness)

Date: _____

INVESTOR QUESTIONNAIRE

A. General Information:

Print Full Name of Investor:

1 Address and Contact Person for Notices:

Attention:

2 Telephone Number:

3 Fax Number:

4 Email:

The Investor acknowledges that any communications received via e-mail may not be as secure as communications transmitted by mail or facsimile and accepts responsibility for any risks associated with e-mail transmission of information.

5 Permanent Address/Registered Address:

(if different from above)

6 Is the Investor registered with the U.S. Commodity Futures Trading Commission (“CFTC”) and a member of the U.S. National Futures Association (“NFA”)?

Yes No

(a) If the above question was answered “yes”, please indicate below the capacity in which the Investor is registered with the CFTC (e.g., commodity pool operator, commodity trading advisor, futures commission merchant, etc.) and the Investor’s I.D. number with the NFA.

Capacity or capacities in which registered with the CFTC:

NFA I.D. number: _____

(b) If the above question was answered “No”, please indicate which of the following apply to the Investor:

- The Investor is not a commodity pool* within the meaning of the U.S. Commodity Exchange Act, as amended (“CEA”), and no individual or entity who manages the Investor or makes investment decisions for the Investor is subject to regulation under the CEA or otherwise required to be a member of the NFA.
- The Investor is not a member of the NFA, but is exempt from the prohibitions of Article 1101 of the NFA Bylaws by resolution of the Board of Directors of the NFA.
- The Investor is a commodity pool, but its general partner, managing member or other person who operates the Investor and/or makes investment decisions for the Investor is not required to register as a commodity pool operator pursuant to CFTC Rule 4.5.
- The Investor is a commodity pool, but its general partner, managing member or other person who operates the Investor and/or makes investment decisions for Investor is not required to register as a commodity pool operator pursuant to an exclusion in CFTC Rule 4.13.
- The Investor is a commodity pool, but its general partner, managing member or other person who operates the Investor and/or makes investment decisions for the Investor is not required to register as a commodity pool operator because (i) the Investor is not a U.S. Person and has not obtained, directly or indirectly, any of the funds used by the Investor to effect the purchase of Participating Shares from U.S. Persons and (ii) neither the Investor nor such general partner, managing member or another person who operates the Investor conducts any activities which would require the registration of the Investor or such person with the CFTC and the NFA.
- The Investor is a commodity pool, but its general partner, managing member or other person who operates the Investor and/or makes investment decisions for the Investor is not required to register as a commodity pool operator because of the following exemption or exclusion (please specify):

* A “commodity pool” is an entity or arrangement in which funds, securities or property contributed by two or more persons are combined for the purpose of trading, directly or indirectly, in futures contracts or commodity options, or investing in another commodity pool.

B Supplemental Data for Entities:

If the Investor is an entity, furnish the following supplemental data (**natural persons may skip this section of the Investor Questionnaire**):

1 Legal form of entity (corporation, partnership, trust, etc.): _____

Jurisdiction of organization: _____

2 If the Investor has a taxable year that ends other than on 30 June, please indicate such taxable year end: _____.

3 Was the Investor organized for the specific purpose of acquiring Participating Shares?

Yes No

If the answer to the above question is "Yes", please contact the Fund for additional information that will be required.

4 Are shareholders, partners or other holders of equity or beneficial interests in the Investor able to decide individually whether to participate, or the extent of their participation, in the Investor's investment in the Fund (i.e. can equity holders in the Investor determine whether their capital will form part of the capital invested by the Investor in the Fund)?

Yes No

If the answer to the above question is "Yes", please contact the Fund for additional information that will be required.

C. Know Your Customer Documentation and Procedures

In light of changes to the global financial environment, particularly concerning the prevention of laundering of monies derived from criminal activities or connected to terrorist financing, we are required to obtain relevant due diligence information in relation to clients with whom we have or will have an on-going business relationship. In addition, as you may be aware, all member countries of the Financial Action Task Force have been asked to do their utmost to detect and prevent the misuse of the world financial system.

1. ADDRESS VERIFICATION:

In order to comply with applicable Anti-Money Laundering Legislation, we must verify the address supplied by the investor in the Subscription Agreement. To prevent unnecessary delays, we kindly request you to enclose documents that will confirm your address, with your Subscription Agreement.

For **individual investors**, we are required to verify the residential address. This could be by means of provision of an original utility bill or copy of it duly certified as a true copy as per the below requirements showing the name and address, or any of the other examples mentioned under 4(a)(ii).

For **legal entities**, we require verification of the registered address. This could be by means of (depending on the jurisdiction): certificate of good standing which includes the address; excerpt from the Chamber of Commerce; receipt of payment of license or registration fee (not more than 6 weeks

old); or any other document issued by an independent third party that contains both name and registered office address of the legal entity.

2. SIGNATURE VERIFICATION - EVIDENCE OF AUTHORITY:

In order to verify the signature(s) on the subscription agreement, as well as the authority for all future requests relating to the investment, please provide a list of authorized signatories together with their specimen signatures or for individual investors, a certified copy of your current passport/driver's license/national identity card

3. WIRE INFORMATION:

(a) In the space provided below, please provide details of **where the monies were transferred from** to the Fund in relation to your subscription for shares in the Fund

Name, address and account number of bank account from which the subscription funds will be wired.¹

Bank Name

City and Country

Account Name

Account Number

Investor's Name

Please note that in cases where the Account Name is not the same as the Investor Name above, documentary information must be provided detailing the reason for, and background to, such a "third party" payment request. **Please note that supporting documentation on the relationship between the third party and the Investor should be provided within three business days of receipt of the funds.** Should this not be to the satisfaction of the Administrator, the funds will be returned to the remitting party.

¹ **IMPORTANT NOTICE:** Due to international banking laws, your bank **MUST** send a SWIFT MT103 message and complete field 50 ("Ordering Customer") and field 52D ("Ordering Institution") on subscription wires. **Your transaction may be delayed or rejected if this information is not provided.**

Additionally, as part of our compliance with Anti-Money Laundering Legislation, we may require detailed verification of the Investor's identity and the source of the payment of the subscription amount. If your bank is unable to wire the funds as per the specifications mentioned, we will request your bank to confirm to us in writing that the funds were wired from a bank account held with them in the name of the Investor. We reserve the right to request such information as is necessary to verify the identity of any Investor.

(b) If subscription monies were transferred/wired to the Fund from a country that is not on the "Approved Jurisdictions List" (see below) please provide documentation to the Administrator as listed under 4. (*all documentation should be in English or translated into English and be duly certified as per the below requirements*).

Approved Jurisdictions:

1. The following countries of the European Community:

- | | | | |
|-----------|-----------|---------------|------------------|
| ◆ Austria | ◆ France | ◆ Italy | ◆ Spain |
| ◆ Belgium | ◆ Germany | ◆ Luxembourg | ◆ Sweden |
| ◆ Denmark | ◆ Greece | ◆ Netherlands | ◆ United Kingdom |
| ◆ Finland | ◆ Ireland | ◆ Portugal | |

- | | | | |
|-------------------|--------------------|-----------------|------------------------------|
| 2. Australia | 6. Channel Islands | 10. New Zealand | 14. Turkey |
| 3. Bermuda | 7. Hong Kong | 11. Norway | 15. United States of America |
| 4. Canada | 8. Iceland | 12. Singapore | 16. Isle of Man |
| 5. Cayman Islands | 9. Japan | 13. Switzerland | |

4. KNOW YOUR CUSTOMER DOCUMENTATION:

Wherever reference is made to certified copies, please note that certification of passports/driver's licenses/national identity cards, address verification documents and any other copy documents to be provided, should be certified by a suitable person. Suitable persons include:

- Police Officers;
- Chartered & Certified Public Accountants;
- Notaries Public/Practicing Attorneys/Solicitors/Lawyers/Commissioners for Oaths;
- Embassy/Consular staff;
- Officers of Financial Institutions in Approved Jurisdictions², ; or

² **Approved jurisdictions:**

The following countries of the European Community: Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Netherlands, Portugal, Spain, Sweden, United Kingdom; and Australia; Canada; Norway; Hong Kong; Japan; New Zealand; Singapore; Turkey; United States of America; Switzerland; Iceland; Bermuda, Cayman Islands, Isle of Man and Channel Islands.

- A Kingsway Taitz officer or employee who has signing authority for the relevant Kingsway Taitz Company.

The certifier should sign the copy (printing his/her name underneath) and clearly indicate his/her position or capacity, and include a contact address and phone number. The certifier must indicate that the document is a true copy of the original, and for copies of passports/driver's licenses/national identity cards, include wording which confirms that "*the individual whose identity is represented in the passport/driver's license/national identity card has appeared personally before the party providing the certification on the date of certification, that the attached document is a true copy of the original and that the picture thereon is a good likeness of the holder*".

Please also note that the copy should be clear and legible.

The following documentary requirements must be satisfied within two weeks of receipt of this subscription request

(a) **Individual Investors**

Where the Investor is an individual, the following information and documentation with respect to that individual should be provided:

(i) ***Personal Identity***

A ***certified*** true copy of the Investor's current valid passport(s)/driver's license/national identity card displaying the true name, signature, date of birth and photograph of the Investor. The name of the Investor provided in the Subscription Agreement must match the name of the Investor on the certified true copy passport, driver's license or national identity card. See above regarding certification of identity documents.

(ii) ***Address Verification***

Verification of the residence address of the Investor. Examples of documents which are acceptable to verify the address of an individual are originals or certified true copies of any **ONE** of the following:

- utility bill (electricity, gas, telephone, mobile telephone, etc.)
- bank, building society or other financial institution statement;
- notice of determination for tax credit;
- household/motor insurance certificates;

(b) **Limited Partnerships ("LPs") or Limited Liability Companies ("LLCs")**

Where the Investor is an LP or LLC, the following information and documents with respect to that LP or LLC should be provided:

- a certified true copy of the partnership agreement or limited liability company operating agreement;
- a mandate from the LP or LLC authorizing the establishment of the relationship (either generally or specific to the relevant fund) and conferring authority on those who issue instructions (e.g. authorized signatory list);
- the identity of the general partner/managing member or authorized signatories of those authorized to issue instructions for the LP/LLC. Where the general partner or managing member is an entity, then the entity has to be identified in accordance with the

requirement set forth in this document (depending on what type of entity is involved), and also the individual(s) acting for such entity;

- verification of registered address – this should be included in the partnership agreement or limited liability company operating agreement, if not, further verification of the registered address should be provided for example an extract from a public registry or other appropriate document.

(c) **Corporate Entities**

(i) **Listed Corporations**

Where the Investor is a corporation and the corporation:

- ◇ is quoted on a stock exchange in an Approved Jurisdiction; or
- ◇ is known to be the subsidiary of such a quoted company; or
- ◇ is regulated by a regulator in an Approved Jurisdiction,

the following information and documents are required:

- evidence that the corporation is so quoted, is the subsidiary of a corporation so quoted, or is regulated (e.g. a Bloomberg or search of the list of corporations listed on the relevant Stock Exchange);
- a list of directors' names;
- an authorized signatory list which must include the name(s) and specimen signature(s) of the person(s) who have signing authority;

(ii) **Private Corporations**

Where the Investor is a private corporation, the following information and documents are required:

- certified true copy of the certificate of incorporation or similar document;
- a list of directors' names;
- an authorized signatory list including the name(s) and specimen signature(s) of the person(s) who have signing authority;
- the identity of all directors, independently verified in accordance with paragraph 4(a) above (i.e. the Personal Identity and Address Verification of all directors)

Note:

- if the private corporation has a corporate director, then such entity has to be identified in accordance with the requirements set forth in this document and the Personal Identities and Address Verification of all directors (i.e. being individuals) of that corporate director must be provided.
- a list of names and addresses of shareholders holding 10% or more of the issued share capital of the private corporation, and in the case of individual shareholders, their occupations and dates of birth;
- where a significant shareholder (owning 25% or more of the issued share capital of the Investor) is a body corporate and particularly where it concerns a nominee

or "front" company, information regarding the ultimate beneficial ownership of that particular company must be provided. Where the ultimate beneficial owner(s) is/are individual(s), documentation concerning the Personal Identity and Address Verification with respect to the individual(s) in accordance with paragraph 4(a) is required.

(iii) **Investment Fund**

Where the Investor is an Investment Fund, the following information and documents are required:

- certified true copy of the certificate of incorporation or similar document;
- a list of directors' names;
- an authorized signatory list;
- the identity of all directors, independently verified in accordance with paragraph 4(a) above (i.e. the Personal Identity and Address Verification of all directors);
- Written confirmation by the administrator of the fund that 1. no shareholders own more than 10% of the issued capital; 2. the administrator has anti-money laundering policies and procedures in place reasonably designed to verify the identity of its shareholders and their sources of funds. This letter should also include information concerning the regulatory oversight under which the administrator operates and the legislation that is applied to their KYC/AML procedures.

(d) **Trusts**

(i) **Where the trustee is a Financial Institution in an Approved Jurisdiction, a subsidiary thereof, or a trust company which is licensed and regulated in an Approved Jurisdiction,**

the following information and documents should be provided:

- purpose of the trust;
- name of the trustee;
- documentary evidence showing that the trustee is a **Financial Institution in an Approved Jurisdiction**, subsidiary thereof or licensed trust company in an Approved Jurisdiction.

(ii) **Where the trustee is an entity but not a Financial Institution in an Approved Jurisdiction, a subsidiary thereof, or a trust company which is licensed and regulated in an Approved Jurisdiction,**

the following information and documents should be provided:

- full name, occupation, business and/or residential address and, where available, telephone and facsimile numbers of the settlor (if no settlor is named in the trust deed or declaration of trust, then the identity of the person(s) who established the trust should be obtained);
- purpose of the trust;
- name of the trustee;

- a copy of the trustee's license (or equivalent);
- a list of directors of the trustee;
- the identity of all directors of the trustee independently verified in accordance with paragraph 4(a) above (i.e. the Personal Identity and Address Verification of the directors);
- an authorized signature list;
- a certified true copy of the Trust Deed.

(iii) **Where the trustee is one or more individuals,**

the following information and documents should be provided:

- full name, occupation, business and/or residential address and, where available, telephone and facsimile numbers of the settlor (if no settlor is named in the trust deed or declaration of trust, then the identity of the person(s) who ultimately established the trust should be obtained)
- purpose of the trust;
- name(s) of the trustee(s);
- the identity of the trustee(s) independently verified in accordance with paragraph 4(a) above (i.e. the Personal Identity and Address Verification of the trustee(s));
- a certified true copy of the Trust Deed.

(e) **Private Foundations**

Where the Investor is a private endowment or foundation (as opposed to, for example, a University or other educational establishment or foundation), the following information and documents should be provided:

- full name, occupation, business and/or residential address and, where available, telephone and facsimile numbers of the founder of the foundation;
- the Personal Identity and Address Verification of the founder (in accordance with paragraph 4(a) above);
- a certified true copy of the certificate of incorporation or similar document;
- a list of directors' names;
- an authorized signatory list which must include the name(s) and specimen signature(s) of the person(s) who signed the relevant Subscription Agreement or redemption request;
- the identity of all directors, independently verified in accordance with paragraph 4(a) above (i.e. the Personal Identity and Address Verification of the directors);

Note:

- if the private endowment or foundation has a corporate director, then such entity has to be identified in accordance with the requirements set forth in this document and the Personal Identities and Address Verification of all the directors (i.e. being individuals) of that corporate director must be provided.

(f) **Financial Institutions in Non-Approved Jurisdictions**

Where the Investor is a Financial Institution in a country that is not on the list of Approved Jurisdictions, and its ultimate parent company is not established in an Approved Jurisdiction, documentation as stipulated above for Corporate Entities under 4(c) must be provided.

Where the Investor is a Financial Institution in a country that is not on the list of Approved Jurisdictions, but its ultimate parent company **is** established in an Approved Jurisdiction, please have the ultimate parent company confirm to us in writing that, without exception, the institution applies substantially similar requirements for identifying customers as the ultimate parent company.

If you have any questions please do not hesitate to contact the Administrator's Compliance Department at +61 2 8257 3310.

D. Qualified Eligible Person:

The Investor represents and warrants that the Investor is a "qualified eligible person" within the meaning of Rule 4.7 under the United States Commodity Exchange Act, as amended, as a "Non-United States person" and has checked the box or boxes below which are next to the categories under which the Investor qualifies as a qualified eligible person:

- (I) a partnership, corporation or other entity, other than an entity organized principally for passive investment, organized under the laws of a jurisdiction outside the United States and which has its principal place of business in a jurisdiction outside of the United States.
- (II) an estate or trust, the income of which is not subject to United States income tax regardless of source.
- (III) an entity organized principally for passive investment such as a commodity pool, investment company or other similar entity; provided that units of participation or other interests in the entity held by persons who do not qualify as Non-United States persons or otherwise as qualified eligible persons represent in the aggregate less than 10 percent of the beneficial interest in the entity, and that such entity was not formed principally for the purpose of facilitating investment by persons who do not qualify as Non-United States persons in a commodity pool with respect to which the operator thereof is exempt from certain requirements of the United States Commodity Futures Trading Commission's regulations by virtue of its participants being non-United States persons.
- (IV) a pension plan for the employees, officers or principals of an entity organized and with its principal place of business outside the United States.
- (V) a natural person who is not a resident of the United States.

E. Benefit Plan Investor Questionnaire

This questionnaire is intended to establish whether the Investor is a Benefit Plan Investor (see below), and if so, to identify what type of Benefit Plan Investor Subscriber is.

I. The Investor represents that it is (please check all applicable boxes):

- A. **not** a Benefit Plan Investor*(Code: NBPI); or

* A "Benefit Plan Investor" is (i) any plan subject to Title I of ERISA (e.g., U.S. corporate plans), (ii) any plan subject to Section 4975 of the Code (e.g., IRAs) and (iii) any passive investment fund whose underlying assets include "plan assets" (generally because plans (described in (i) or (ii)) own 25% or more of a class of the investment fund's equity

interests). Any entity that is a Benefit Plan Investor by virtue of (iii) above should check I-B.3 below.

B. a Benefit Plan Investor that is:

1. An employee benefit plan or trust that is subject to the provisions of ERISA – this includes U.S. pension plans and U.S. profit-sharing and 401(k) plans, “Multiemployer Plans” and “Taft-Hartley Plans” but does not include U.S. governmental plans, certain church plans and non-U.S. employee pension and welfare benefit plans (**Code: ERISA**);

2. A U.S. individual retirement account, Keogh Plan and/or other plan subject to Section 4975 of the Internal Revenue Code of 1986, as amended (“**IRC**”) (**Code: E-IRC**);

3. An entity (e.g. a fund of funds) whose underlying assets include “plan assets” by reason of a plan’s investment in the entity and such plan investors include (1) one or more U.S. pension benefit plans, welfare benefit plans or similar plans subject to ERISA and/or (2) one or more individual retirement accounts, Keogh plans or other individual arrangement subject to Section 4975(e)(1) of the IRC (including by reason of 25% or more of any class of equity interests in the entity being held by Benefit Plan Investors that include any plan described above) (**Code: E-25%+**).

If the Investor is an entity whose underlying assets include “plan assets,” indicate that the percentage of such assets that constitute “plan assets” within the meaning of ERISA or the IRC is not more than (please check an applicable box):

- | | | | | | | | | | |
|--------------------------|--------|--------------------------|--------|--------------------------|-----|--------------------------|-----|--------------------------|------|
| <input type="checkbox"/> | 10% ** | <input type="checkbox"/> | 20% ** | <input type="checkbox"/> | 30% | <input type="checkbox"/> | 40% | <input type="checkbox"/> | 50% |
| <input type="checkbox"/> | 60% | <input type="checkbox"/> | 70% | <input type="checkbox"/> | 80% | <input type="checkbox"/> | 90% | <input type="checkbox"/> | 100% |

**Applicable to entities with multiple classes, one of which exceeds the 25% threshold for Benefit Plan Investors.

The Investor agrees to promptly notify the Administrator in writing if there is a change in the percentage as set forth above and at such time or times as the Director/Investment Manager/Investment Adviser and/or Administrator may request.

II Insurance Company

If the Investor is an insurance company, please certify to either 1 or 2 below:

1. The Investor is an insurance company investing the assets of its general account (or the assets of a wholly owned subsidiary of its general account) in the Fund but none of the underlying assets of the Investor’s general account constitute “plan assets” within the meaning of Section 401(c) of ERISA.

2. The Investor is an insurance company investing the assets of its general account (or the assets of a wholly owned subsidiary of its general account) in the Fund and the percentage of the underlying assets of the Investor’s general account deemed to be “plan assets” within the meaning of Section 401(c) of ERISA is not more than (please check an applicable box) (**Code: E-ICGA**);

- | | | | | | | | | | |
|--------------------------|-----|--------------------------|-----|--------------------------|-----|--------------------------|-----|--------------------------|-----|
| <input type="checkbox"/> | 10% | <input type="checkbox"/> | 20% | <input type="checkbox"/> | 30% | <input type="checkbox"/> | 40% | <input type="checkbox"/> | 50% |
|--------------------------|-----|--------------------------|-----|--------------------------|-----|--------------------------|-----|--------------------------|-----|

(Name of Entity)

By:

(Signature)

(Print Name and Title)

If the Investor is unable to make the foregoing representation, please contact the Fund.

H. Authorized Signatories

The Investor represents that it will be bound by the persons listed below each of whom is authorized to bind the Investor in connection with the Investor's investment in the Fund. The Investor acknowledges that, unless the Fund receives prior notice in writing from the Investor, the Fund will be authorized to rely on the signature of any of the persons listed below with respect to the Investor's investment.

Name:
Title:

Name:
Title:

Name:
Title:

Name:
Title:

Name:
Title:

Name:
Title:

Name:
Title:

Name:
Title:

I. Wiring Bank Information

Please furnish the information requested below:

Full name of the wiring bank:

- 1 Location/address of the wiring bank: _____
(city/state)
- 2 ABA #: _____
- 3 SWIFT Code: _____
- 4 Account Name: _____
- 5 Account Number: _____
- 6 For the Account of: _____
- 7 Reference Name: _____

Note: In order to facilitate prompt and accurate crediting of subscription payments, funds for the subscription must be transferred from a bank or financial institution account in the name of the subscriber(s).

[Rest of page left blank intentionally]

The Investor understands that the foregoing information will be relied upon by the Fund for the purpose of determining the eligibility of the Investor to purchase Participating Shares. The Investor agrees to provide, if requested, any additional information that may be reasonably required to substantiate the Investor's status as a qualified eligible person or to otherwise determine the eligibility of the Investor to purchase or hold Participating Shares. To the maximum extent permitted by law, the Investor agrees to indemnify and hold harmless the Fund, the Administrator, the Investment Manager, the Investment Adviser, and each of their subsidiaries, affiliates, directors and other officers, shareholders, servants, employees, agents and permitted delegates and sub-delegates, and each Shareholder from and against any loss, damage or liability due to or arising out of a breach of any representation, warranty or agreement of the Investor contained herein.

Signatures:

INDIVIDUAL INVESTOR:

(Signature)

(Print Name and Title)

Date:_____

PARTNERSHIP, CORPORATION,
TRUST, CUSTODIAL ACCOUNT OR
OTHER ENTITY:

(Name of Entity)

(Signature)

(Print Name and Title)

Date:_____

ANNEXURE A2
SUBSCRIPTION FORM
(FOR INVESTORS THAT ARE U.S. PERSONS)

Subscription Forms for U.S. Investors
for the
Fortitude Capital Extension (Caymans) Fund

DIRECTIONS FOR THE COMPLETION OF THE SUBSCRIPTION FORMS

Prospective investors must complete all of the Subscription Forms contained in this package in the manner described below. For purposes of these Subscription Forms, the "Investor" is the person for whose account the Participating Shares are being purchased. Another person with investment authority may execute the Subscription Forms on behalf of the Investor, but should indicate the capacity in which it is doing so and the name of the Investor.

1 Subscription Agreement

- (a) Fill in amount of the investment on page 86.
- (b) Date, print the name of the Investor and sign (and print name, capacity and title, if applicable) on page 86 and have the signatures witnessed.
- (c) Complete the appropriate acknowledgement form and have the form notarized.

2 Investor Questionnaire:

- (a) In Section A, each Investor should fill in the Investor's name, address and telephone and telecopier numbers and respond to the questions in items 7 and 8.
- (b) Each Investor should check the box or boxes in Section B which are next to the categories under which the Investor qualifies as an accredited investor.
- (c) Each entity should respond to the questions in Section C.
- (d) Each Investor should respond to the question in Section G and, if required thereby, should make the representation and covenant set forth therein by signing (and printing name, capacity and title, if applicable) in the space provided.
- (e) Each Investor should check the box in Section H.
- (f) Each Investor should check the box or boxes in Section I which are next to the categories under which the Investor qualifies as a qualified purchaser.
- (g) In Section J, each entity should provide the name and title and obtain the signature of each person authorized to bind the Investor in connection with an investment in the Fund (as defined herein).
- (h) Each Investor should respond to the questions and provide the wiring bank information requested in Section K.
- (i) Date, print the name of the Investor and sign (and print name, capacity and title, if applicable) on page 112.

3 *Delivery of Subscription Forms:*

Completed and signed copies of the Subscription Agreement and the Investor Questionnaire, together with any required evidence of authorization, should be faxed and the originals forwarded by courier to the Administrator at the following address:

Fortitude Capital Extension (Caymans) Fund, c/o Kingsway Taitz Fund Administration Pty Limited, GPO Box 3750, Sydney NSW 2001, Australia, Fax: +61 2 8915 1620, Tel: +61 2 8257 3310.

4 *Payment of Subscription:*

Payment of the cash (or in kind at the Fund's discretion) amount of the Investor's subscription should be made by wire transfer to the Fund's account specified in Section 6 of the

Subscription Agreement or, in the case of an in kind payment accepted by the Fund in its sole discretion, by such means as agreed to between the Investor and the Fund. Participating shares may be issued on any Dealing Day in respect of applications which are received before 2:00pm (Sydney time) at least 3 Business Days prior to the relevant Dealing Day.

5 *Evidence of Authorization:*

Investors which are corporations must submit certified corporate resolutions authorizing the subscription and identifying the corporate officer empowered to sign the Subscription Forms. Partnerships must submit a certified copy of the partnership certificate (in the case of limited partnerships) or partnership agreement identifying the general partners. Trusts must submit a copy of the trust agreement. Employee benefit plans must submit a certificate of an appropriate officer certifying that the subscription has been authorized by the appropriate plan fiduciary and identifying the individual empowered to sign the Subscription Forms. Investors may be requested to furnish other or additional documentation evidencing the authority to invest in the Fund.

FORTITUDE CAPITAL EXTENSION (CAYMANS) FUND SUBSCRIPTION AGREEMENT

Fortitude Capital Extension (Caymans) Fund

Ladies & Gentlemen:

- 1 *Subscription.* The undersigned (“**Investor**”) subscribes for and agrees to purchase the amount of non-voting, participating, redeemable shares (“**Participating Shares**”) in the Fortitude Capital Extension (Caymans) Fund, a Cayman Islands exempted limited liability company (“**Fund**”). The Investor acknowledges that this subscription (i) is irrevocable, and (ii) is conditioned upon acceptance in whole or in part by the Directors of the Fund, on behalf of the Fund in its sole discretion. The Investor agrees to be bound by all the terms and provisions of this Confidential Private Placement Memorandum and the Amended and Restated Memorandum and Articles of Association of the Fund (as amended or supplemented from time to time, the “**Articles of Association**”). Capitalized terms not defined herein are used as defined in the Articles of Association or the Private Placement Memorandum.
- 2 *Representations and Warranties.* To induce the Fund to accept this subscription, the Investor represents and warrants as follows:
 - (a) The Investor has been furnished the Confidential Private Placement Memorandum dated January 2008 relating to the Fund and all amendments and supplements thereto (together, the “**Placement Memorandum**”) and, if requested by the Investor, forms of the following documents (“**Fund Documents**”): (i) the Articles of Association; (ii) the investment management agreement between the Fund and the Investment Manager (as amended or supplemented from time to time, the “**Management Agreement**”) and (iii) the investment advisory agreement between the Investment Manager and the Investment Adviser (as amended or supplemented from time to time, the “**Investment Advisory Agreement**”). The Investor has carefully read the Placement Memorandum and the Fund Documents requested by the Investor. The Investor has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Participating Shares, is able to bear the risks of an investment in the Participating Shares and understands the risks of, and other considerations relating to, a purchase of a Participating Share, including the matters set forth under the caption “Risk Factors” in the Placement Memorandum.
 - (b) The Investor (i) will not transfer or deliver any interest in the Participating Shares except in accordance with the restrictions set forth in the Articles of Association and the Placement Memorandum and (ii) is acquiring the Participating Shares to be acquired hereunder for the Investor’s own account for investment purposes only and not with a view to resale or distribution.
 - (c) The Investor consents to details of their shareholding or personal data, which is revealed on this Subscription Form or is disclosed by the Investor subsequently, being disclosed to the Investment Manager, its affiliated companies and any other service provider to the Fund and their affiliates.
 - (d) The Investor understands that the Participating Shares have not been registered under the United States Securities Act of 1933, as amended (“**Securities Act**”), the securities laws of any state or the securities laws of any other jurisdiction, nor is such registration contemplated. The Investor understands and agrees further that, subject to the limited redemption rights set forth in the Articles of Association, the Participating Shares must be held indefinitely unless they are subsequently registered

under the Securities Act and these laws or an exemption from registration under the Securities Act and these laws covering the sale of Participating Shares is available. Even if such an exemption is available, the assignability and transferability of the Participating Shares will be governed by the Articles of Association, which imposes substantial restrictions on transfer. The Investor understands that legends stating that the Participating Shares have not been registered under the Securities Act and these laws and setting out or referring to the restrictions on the transferability and resale of the Participating Shares will be placed on all documents, if any, evidencing the Participating Shares. The Investor's overall commitment to the Fund and other investments which are not readily marketable is not disproportionate to the Investor's net worth and the Investor has no need for immediate liquidity in the Investor's investment in the Participating Shares.

- (e) To the full satisfaction of the Investor, the Investor has been furnished with any materials the Investor has requested relating to the Fund, the offering of Participating Shares or any statement made in the Placement Memorandum, and the Investor has been afforded the opportunity to ask questions of representatives of the Fund concerning the terms and conditions of the offering and to obtain any additional information that the Fund possesses or can acquire without unreasonable effort or expense necessary to verify the accuracy of any representations or information set forth in the Placement Memorandum.
- (f) If the Investor is, or is acting (directly or indirectly) on behalf of, a "Plan" (as defined below) which is subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), Section 4975 of the Internal Revenue Code of 1986, as amended ("**Code**"), or any provisions of any federal, state, local, non-U.S. or other laws or regulations that are similar to those provisions contained in such portions of ERISA or the Code (collectively, "**Other Plan Laws**"): (i) the decision to invest in the Fund was made by a fiduciary (within the meaning of Section 3(21) of ERISA and the regulations thereunder, or as defined under applicable Other Plan Laws) (a "**Fiduciary**") of the Plan which is unrelated to the advisor or any of its employees, representatives or affiliates and which is duly authorized to make such an investment decision on behalf of the Plan ("**Plan Fiduciary**"); (ii) the Plan Fiduciary has taken into consideration its fiduciary duties under ERISA or any applicable Other Plan Law, including the diversification requirements of Section 404(a)(1)(C) of ERISA (if applicable), in authorizing the Plan's investment in the Fund, and has concluded that such investment is prudent; (iii) the Plan's subscription to invest in the Fund and the purchase of the Participating Shares contemplated thereby is in accordance with the terms of the Plan's governing instruments and complies with all applicable requirements of ERISA, the Code and all applicable Other Plan Laws; and (iv) the Plan Fiduciary acknowledges and agrees that neither the advisor nor any of its employees, representatives or affiliates will be a fiduciary with respect to the Plan as a result of the Plan's investment in the Fund, pursuant to the provisions of ERISA or any applicable Other Plan Laws, or otherwise, and the Plan Fiduciary has not relied on, and is not relying on, the investment advice of any such person with respect to the Plan's investment in the Fund. "Plan" includes (A) an employee benefit plan (within the meaning of Section 3(3) of ERISA), whether or not such plan is subject to Title I of ERISA, (B) a plan, individual retirement account or other arrangement that is subject to Section 4975 of the Code, (C) an insurance company using general account assets which may be deemed to be the assets of any of the foregoing types of plans, accounts or arrangements, pursuant to *John Hancock Mutual Life Insurance Company v. Harris Trust & Savings Bank*, 114 S. Ct. 517 (1993), or otherwise, and (D) an entity which is deemed to hold the assets of any of the foregoing types of plans, accounts or arrangements, pursuant to 29 C.F.R. § 2510.3-101, or otherwise.
- (g) If the Investor is (directly or indirectly) investing the assets of a Plan which is not subject to Title I of ERISA or Section 4975 of the Code but is subject to any provisions of (x) any Other Plan Laws and (y) the provisions of any law or regulation similar to the Department of Labor ERISA plan asset regulations or which would otherwise provide that the assets of the Fund could be deemed to include "plan

assets” under such law or regulation (“**Similar Law**”), the Fund’s assets will not constitute the assets of such Plan under the provisions of any applicable Similar Law.

- (h) If the Investor is (directly or indirectly) investing the assets of a Plan subject to Title I of ERISA or Section 4975 of the Code, in the event the Fund’s assets are deemed to constitute “plan assets” under 29 C.F.R. § 2510.3-101, the Investor (or a named fiduciary of the Investor) hereby appoints the advisor as investment manager (within the meaning of Section 3(38) of ERISA) and fiduciary (within the meaning of Section 3(21) of ERISA) with respect to the portion of the assets of the Fund deemed to be assets of the Investor. The Investor represents and warrants that it has the power to make such an appointment, and that it is taking such action through a named fiduciary who is authorized to act on behalf of the Investor in this regard.
- (i) The Investor acknowledges and agrees that the Fund may require a mandatory redemption of all or part of the Participating Shares held by the Investor at any time and for any reason, in its sole and absolute discretion, including to ensure that the assets of the Fund will not be characterized as assets of any employee benefit plan for purposes of ERISA, the Code or any applicable Similar Law, whether or not such Investor is subject to ERISA, the Code or any Similar Law.
- (j) Other than as set forth in the Placement Memorandum and the Fund Documents, the Investor is not relying upon any other information, representation or warranty by the Fund, or any of its service providers, or any of their agents in determining to invest in the Fund. The Investor has consulted to the extent deemed appropriate by the Investor with the Investor’s own advisers as to the financial, tax, legal and related matters concerning an investment in Participating Shares and on that basis believes that an investment in the Participating Shares is suitable and appropriate for the Investor. The Investor acknowledges that any placement agent and other agents used in connection with the offer and sale of the Participating Shares did not prepare the Placement Memorandum or any other Fund Document and that such placement agents and other agents may be indemnified by the Fund.
- (k) If the Investor is not a natural person, the Investor has the power and authority to enter into this Subscription Agreement and each other document required to be executed and delivered by or on behalf of the Investor in connection with this subscription for Participating Shares, and to perform its obligations thereunder and consummate the transactions contemplated thereby, and the person signing this Subscription Agreement on behalf of the Investor has been duly authorized to execute and deliver this Subscription Agreement and each other document required to be executed and delivered by the Investor in connection with this subscription for Participating Shares. If the Investor is an individual, the Investor has all requisite legal capacity to acquire and hold the Participating Shares and to execute, deliver and comply with the terms of each of the documents required to be executed and delivered by the Investor in connection with this subscription for Participating Shares. Such execution, delivery and compliance by the Investor does not represent a breach of, or constitute a default under, any instruments governing the Investor, any law, regulation or order to which the Investor is subject, or any agreement to which the Investor is a party or by which the Investor is bound. This Subscription Agreement has been duly executed by the Investor and constitutes a valid and legally binding agreement of the Investor.
- (l) The Investor was offered the Participating Shares in the State listed in the Investor’s permanent address set forth in the Investor Questionnaire attached hereto or previously provided to the Fund and intends that the securities law of that State govern the Investor’s subscription.
- (m) Neither the Investor, nor any of its beneficial owners, appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury (“**OFAC**”), nor are they otherwise a party with which the Fund is prohibited to deal under the laws of the United States. The Investor further represents that the monies used to fund the

investment in the Participating Shares are not derived from, invested for the benefit of, or related in any way to, the governments of, or persons within, (i) any country under a U.S. embargo enforced by OFAC, (ii) that has been designated as a “non-cooperative country or territory” by the Financial Action Task Force on Money Laundering or (iii) that has been designated by the U.S. Secretary of the Treasury as a “primary money laundering concern”. The Investor further represents and warrants that the Investor: (i) has conducted thorough due diligence with respect to all of its beneficial owners, (ii) has established the identities of all beneficial owners and the source of each of the beneficial owner’s funds and (iii) will retain evidence of any such identities, any such source of funds and any such due diligence. The Investor further represents that the Investor does not know or have any reason to suspect that (i) the monies used to fund the Investor’s investment in the Participating Shares have been or will be derived from or related to any illegal activities, including but not limited to, money laundering activities, and (ii) the proceeds from the Investor’s investment in the Participating Shares will be used to finance any illegal activities.

- (n) The Investor is not subscribing for the Participating Shares as a result of or subsequent to (i) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, (ii) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising, or (iii) any solicitation of a subscription by a person not associated with the Fund, the Investment Manager or the Investment Adviser (other than any placement agent).
- 3 *Tax Information.* The Investor certifies under penalties of perjury that (A) the Investor’s name, taxpayer identification or social security number and address provided in the Investor Questionnaire is correct (B) (i) the Investor is not a non-resident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate (as defined in the Code) and (ii) the Investor will notify the Fund within 60 days of a change to foreign status. The Investor agrees to properly execute and provide to the Fund in a timely manner any tax documentation that may be reasonably required by the Fund.
- 4 *Further Advice and Assurances.* All information which the Investor has provided to the Fund, including the information in this Subscription Agreement and in the attached Investor Questionnaire, is true, correct and complete as of the date hereof, and the Investor agrees to notify the Fund immediately if any representation, warranty or information contained in this Subscription Agreement, including in the attached Investor Questionnaire, becomes untrue at any time. The Investor agrees to provide such information and execute and deliver such documents regarding itself and all of its beneficial owners as the Fund, the Investment Manager, the Administrator or their agents may reasonably request from time to time to verify the accuracy of the Investor’s representations and warranties herein or to comply with provisions of the Placement Memorandum or any law, rule or regulation to which the Fund may be subject, including compliance with anti-money laundering laws and regulations. The Investor irrevocably authorises the Fund and/or the Administrator to disclose, at any time, any information held by the Fund and/or Administrator in relation to the Investor or his holding to the Investment Manager and Investment Adviser or any affiliate of the Administrator, the Investment Manager or the Investment Adviser.
- 5 *Indemnity.* The Investor understands that the information provided herein will be relied upon by the Fund for the purpose of determining the eligibility of the Investor to purchase Participating Shares. The Investor agrees to provide, if requested, any additional information that may reasonably be required to determine the eligibility of the Investor to purchase Participating Shares. In addition the Investor agrees that it will provide additional information or take such other actions as may be necessary or advisable for the Fund (in the sole judgment of the Fund and/or Administrator) to comply with any Requirements, related legal process or appropriate requests (whether formal or informal) or otherwise. To the maximum extent permitted by law, the Investor agrees to indemnify and hold harmless the Fund, the Administrator, the Investment Manager, the Investment Adviser, and each of their subsidiaries, affiliates, directors and other officers, shareholders, servants, employees, agents and permitted delegates and sub-delegates, and each Shareholder from and against any loss, damage or liability due to or arising out of a breach of any representation, warranty

or agreement of the Investor contained in this Subscription Agreement or in any other document provided by the Investor to the Fund or the Administrator in connection with the Investor's investment in Participating Shares. Notwithstanding any provision of this Subscription Agreement, the Investor does not waive any rights granted to it under applicable securities laws.

6 *Payment of Subscription.*

- (a) The Investor shall pay the amount of the Investor's subscription hereunder by wire transfer to the account set forth below no later than 2:00pm (Sydney time) at least 3 Business Days prior to the relevant Dealing Day or make an in kind payment acceptable to the Fund in the Fund's sole discretion. If the Investor's subscription is rejected in whole or in part, the amount rejected shall be promptly returned by wire transfer to the original account from which monies were received. An investor should instruct its bank to wire the amount of the investment to the correct account in which an investor wishes to subscribe as follows (with the Investor's name inserted as the 'Reference' below):

U.S. Dollar Shares (USD)

To: St George Bank Limited
55 Market Street, Sydney NSW 2000, Australia

Swift Code: SGBLAU2S

For the Account of: Fortitude Capital Extension (Caymans) Fund

A/C#: 202200USD01

Reference: [Shareholder Name]

Euro Shares (EUR)

To: St George Bank Limited
55 Market Street, Sydney NSW 2000, Australia

Swift Code: SGBLAU2S

For the Account of: Fortitude Capital Extension (Caymans) Fund

A/C#: 202200EUR01

Reference: [Shareholder Name]

Please note that for cleared funds to be received in Sydney before 2:00pm (Sydney time) at least 3 Business Days prior to the relevant Dealing Day, payment must be made for value at least one business day in New York preceding such payment deadline (in respect of U.S. Dollar Shares) and at least two business days in London preceding such payment deadline (in respect of Euro Shares).

The remitter should instruct the remitting bank to send a SWIFT advice (format MT 103) to St George Bank Limited (SWIFT Code: SGBLAU2S) advising details of remittance, including the name of applicant(s), for ease of identification. A copy of proof of payment should be faxed to Kingsway Taitz Fund Administration Pty Limited on +61 2 8915 1620.

Please note: Subscription monies must be transferred from a bank account in the name of the subscriber(s) as appears in the registration details on the relevant Subscription Document.

No third party payments will be permitted.

- (b) The Investor acknowledges that, due to money laundering requirements, the Administrator, the Fund, the Investment Manager, or their respective subsidiaries, affiliates, directors and other officers, employees, agents and permitted delegates (each an "**Authorized Party**") may require further identification of the Investor and/or source of funds information before this subscription may be processed. By way of example, an individual may be required to produce a copy of a passport or identification card duly certified by a public authority such as a notary public, the police or the ambassador in his country of residence, together with evidence of his address such as a utility bill or bank statement. In the case of corporate subscribers this may require production of a certified copy of the Certificate of Incorporation (and any change of name) and/or the Memorandum and Articles of Association (or equivalent), and of the names and residential and business addresses of all directors and beneficial owners. The Authorized Parties shall be held harmless and indemnified by the Investor against any loss arising from the failure to process this subscription if such information as has been required from the Investor has not been provided by the Investor.
- (c) The Investor understands and acknowledges that trade confirmations will be sent to applicants upon approval of a subscription application as soon as practicable after the relevant Subscription Day, setting out details of the Participating Shares that they have subscribed for. The Investor further understands and acknowledges that if it does not receive a trade confirmation, it is Investor's responsibility to contact the Administrator to ascertain the status of its subscription application and that Investor cannot assume its successful subscription until it receives a trade confirmation from the Administrator.

7 *Facsimile Instructions*

The Investor understands and acknowledges that the Administrator will process subscription, transfer and redemption requests which are received by facsimile and that the original should follow by courier thereafter. Neither the Fund nor the Administrator shall be responsible for any mis-delivery or non-receipt of any facsimile. Facsimiles sent to the Fund or the Administrator shall only be effective when actually acknowledged by the Fund or the Administrator. In the event that no acknowledgement is received from the Administrator within five (5) Business Days of submission of the request, you are advised to contact the Administrator to confirm that the Administrator has received the request.

The Investor hereby authorises the Administrator, the Investment Manager, the Investment Adviser and the Fund to accept and execute any instructions in respect of the Participating Shares to which this application relates given by the Investor in written form or by facsimile. If the instructions are given by the Investor by facsimile, the Investor undertakes to confirm them in writing. The Investor hereby agrees to indemnify each of the Administrator, the Investment Manager, the Investment Adviser and the Fund and each of their respective subsidiaries, affiliates, directors, officers, shareholders, employees, agents, and permitted delegates and agree to keep each of them indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon facsimile instructions. The Administrator, the Investment Manager, the Investment Adviser and the Fund may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instruction or other instrument believed in good faith to be genuine or to be signed by properly authorised persons.

8 *Provision of information by Fund by electronic means (including without limitation reports, confirmations and communications)*

The Investor agrees that it may receive information required or to be provided to the Investor by the Fund, the Administrator, the Investment Manager or the Investment Adviser, by email, posting to a website or by other electronic means.

- 9 *Miscellaneous.* This Subscription Agreement is not assignable by the Investor without the consent of the Fund. The representations and warranties made by the Investor in this Subscription Agreement shall survive the closing of the transactions contemplated hereby and any investigation made by or on behalf of the Fund. The attached Investor Questionnaire is an integral part of this Subscription Agreement and shall be deemed incorporated by reference herein. This Subscription Agreement may be executed in one or more counterparts, all of which together shall constitute one instrument. Notwithstanding the place where this Subscription Agreement may be executed by any of the parties, the parties expressly agree that all terms and provisions hereof shall be governed by and construed in accordance with the laws of the Cayman Islands. The Investor acknowledges that the Fund, the Administrator, the Investment Manager and/or the Investment Adviser may disclose to each other, to any other service provider to the Fund or to any regulatory body in any applicable jurisdiction copies of the Investor's subscription application and any information concerning the Investor provided by the Investor to the Fund, the Administrator, the Investment Manager and/or the Investment Adviser and any such disclosure shall not be treated as a breach of any restriction upon the disclosure of information imposed on such person by law or otherwise.

Note

Subscribers are required to provide certain supplemental documentation in connection with this subscription, as follows:

A Company subscribing for Participating Shares must provide:

- a certified copy of its certificate of incorporation
- a certified copy of memorandum and articles of association (or equivalent), and all amendments thereto;
- detail of its registered office, and place of business;
- resolutions authorising its subscription and the execution of this Subscription Agreement and other documents;
- a certified copy of register/list of directors, showing names and residential addresses or certificate of incumbency
- Evidence of investor's authority to make the investment (e.g. certified copy of the relevant board resolution)
- information set out below for individuals in respect of the principal beneficial owners, (generally regarded as persons directly or indirectly holding more than 10 percent of the applicant company's shares).

Individuals subscribing for Participating Shares must provide:

- a certified copy of their passports or other acceptable identification, containing the subscriber's full name(s), date and place of birth and nationality.
- proof of permanent address, usually provided by way of the bank reference or an original/certified copy of a recent utility bill.

Trustees, Agents, General Partners of Partnerships, or Other Person Acting in a Representative Capacity subscribing for Participating Shares must provide:

- a certified copy of the trust agreement, power of attorney or partnership agreement, as the case may be, evidencing the existence of authority to make an investment in the Participating Shares and the authority to subscribe and to execute this Subscription Agreement and other documents; and
- in the case of a trust, an opinion of counsel as to such power and authority. For partnerships and unincorporated businesses at least two partners or controllers of the business and/or authorised signatories must provide the information set out above for individual subscribers.

Further Notes

- Where this Agreement is sent by fax, you must also send the original signed application by courier to the address specified above. Neither the Administrator, the Investment Manager nor their duly appointed agents will be responsible to an applicant for any loss resulting from any mis-delivery or non-receipt of any application sent by fax.
- Where documents are not in English, a notarized translation is required.
- A certifier must be a suitable person, such as a lawyer, accountant, director or manager of a regulated credit or financial institution, a notary public or a member of the judiciary. The certifier should sign the copy document (printing his/her name clearly underneath) and clearly indicate his/her position or capacity, together with a contact address and phone number. The certifier must indicate that the document is a true copy of the original and that the photo is a true likeness of the individual.
- As part of the Fund's responsibility to comply with any applicable anti-money laundering regulations, the Fund, the Administrator and/or the Investment Manager will require detailed verification of an investor's identity and the source of the payment of application monies. The Administrator and the Investment Manager reserve the right to request such information as is necessary to verify the identity of an applicant and the source of the payment.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement as a Deed on the date set forth below.

Amount of Subscription:

(a) US\$ _____ for U.S. Dollar Shares,
OR

(b) EUR _____ for Euro Shares

(Select **ONE** alternative only. If you wish to subscribe for more than one Class of Participating Shares, please send a separate Subscription Agreement for each Class of Participating Shares).

Initial charge: N/A

Redemption charge: N/A

INDIVIDUAL INVESTOR:

(Print Name)

(Signature)

(Witness)

Date: _____

PARTNERSHIP, CORPORATION,
TRUST, CUSTODIAL ACCOUNT,
OTHER ENTITY:

(Print Name of Entity)

(Signature)

(Print Name and Title)

(Witness)

Date: _____

TRUST ACKNOWLEDGMENT

STATE OF _____)
: ss.:
COUNTY OF _____)

On this ____ day of _____, _____, before me personally appeared _____, to me known, who duly acknowledged to me that he (she) (they) (it) is (are) the trustee(s) of _____, trust described in the foregoing instrument, that the foregoing instrument was signed on behalf of said trust and that the same is the free act and deed of said trust.

Notary Public

Address: _____

[seal]
My commission expires:

INVESTOR QUESTIONNAIRE

A. General Information:

Print Full Name of Investor:

- 1 Address and Contact Person
for Notices:

Attention:

- 2 Telephone Number:

- 3 Fax Number:

- 4 Email:

The Investor acknowledges that any communications received via e-mail may not be as secure as communications transmitted by mail or facsimile and accepts responsibility for any risks associated with e-mail transmission of information.

- 5 Social Security or Tax
Identification Number

- 6 Permanent Address/Registered Address:

(if different from above)

7 Is the Investor registered with the U.S. Commodity Futures Trading Commission (“CFTC”) and a member of the U.S. National Futures Association (“NFA”)?

Yes No

(a) If the above question was answered “yes”, please indicate below the capacity in which the Investor is registered with the CFTC (e.g., commodity pool operator, commodity trading advisor, futures commission merchant, etc.) and the Investor’s I.D. number with the NFA.

Capacity or capacities in which registered with the CFTC:

NFA I.D. number: _____

(b) If the above question was answered “No”, please indicate which of the following apply to the Investor:

The Investor is not a commodity pool* within the meaning of the U.S. Commodity Exchange Act, as amended (“CEA”), and no individual or entity who manages the Investor or makes investment decisions for the Investor is subject to regulation under the CEA or otherwise required to be a member of the NFA.

The Investor is not a member of the NFA, but is exempt from the prohibitions of Article 1101 of the NFA Bylaws by resolution of the Board of Directors of the NFA.

The Investor is a commodity pool, but its general partner, managing member or other person who operates the Investor and/or makes investment decisions for the Investor is not required to register as a commodity pool operator pursuant to CFTC Rule 4.5.

The Investor is a commodity pool, but its general partner, managing member or other person who operates the Investor and/or makes investment decisions for Investor is not required to register as a commodity pool operator pursuant to an exclusion in CFTC Rule 4.13.

The Investor is a commodity pool, but its general partner, managing member or other person who operates the Investor and/or makes investment decisions for the Investor is not required to register as a commodity pool operator because of the following exemption or exclusion (please specify):

8 Is the Investor entering into a swap, structured note or other derivative instrument with another person, the return from which is based in whole or in part on the return of the Fund?

Yes No

If the question above was answered “Yes”, please contact the Fund for additional information that will be required.

* A “commodity pool” is an entity or arrangement in which funds, securities or property contributed by two or more persons are combined for the purpose of trading, directly or indirectly, in futures contracts or commodity options, or investing in another commodity pool.

B. Accredited Investor Status:

The Investor represents and warrants that the Investor is an “accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act of 1933, as amended (“**Securities Act**”), and has checked each of the box or boxes below which are next to the categories under which the Investor qualifies as an accredited investor:

FOR ENTITIES:

- (A) An entity, including a grantor trust, in which all of the equity owners are accredited investors (for this purpose, a beneficiary of a trust is not an equity owner, but the grantor of a grantor trust may be an equity owner).
- (B) A bank as defined in Section 3(a)(2) of the Securities Act or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity.
- (C) An insurance company as defined in Section 2(13) of the Securities Act.
- (D) A broker-dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (“**Securities Exchange Act**”).
- (E) An investment company registered under the Investment Company Act of 1940, as amended (“**Investment Company Act**”).
- (F) A business development company as defined in Section 2(a)(48) of the Investment Company Act.
- (G) A small business investment company licensed by the Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958, as amended.
- (H) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended (“**Investment Advisers Act**”).
- (I) An organization described in Section 501(c)(3) of the Internal Revenue Code, a corporation, Massachusetts or similar business trust, or partnership, in each case not formed for the specific purpose of acquiring Interests, with total assets in excess of \$5 million.

- (J) A trust with total assets in excess of \$5 million not formed for the specific purpose of acquiring Interests, whose purchase is directed by a person with such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Interests.
- (K) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), if the decision to invest in the Interests is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5 million or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.
- (L) A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if the plan has total assets in excess of \$5 million.

FOR INDIVIDUALS:

- (M) A natural person with individual net worth (or joint net worth with spouse) in excess of \$1 million. For purposes of this item, "net worth" means the excess of total assets at fair market value, including home, home furnishings and automobiles (and including property owned by a spouse), over total liabilities.
- (N) A natural person with individual income (without including any income of the Investor's spouse) in excess of \$200,000, or joint income with spouse of \$300,000, in each of the two most recent years and who reasonably expects to reach the same income level in the current year.

C. Supplemental Data for Entities:

If the Investor is an entity, furnish the following supplemental data (**natural persons may skip this section of the Investor Questionnaire**):

- 1 Legal form of entity (corporation, partnership, trust, etc.): _____
- 2 Jurisdiction of organization: _____
- 3 Was the Investor organized for the specific purpose of acquiring Participating Shares?
 Yes No

If the answer to the above question is "Yes", please contact the Fund for additional information that will be required.

- 4 Are shareholders, partners or other holders of equity or beneficial interests in the Investor able to decide individually whether to participate, or the extent of their participation, in the Investor's investment in the Fund (i.e. can equity holders in the Investor determine whether their capital will form part of the capital invested by the Investor in the Fund)?

Yes No

If the answer to the above question is "Yes", please contact the Fund for additional information that will be required.

- 5 If the Investor has a taxable year that ends other than on 30 June, please indicate such taxable year end: _____.

- 6 Does the amount of the Investor's subscription for Interests in the Fund exceed 40 percent of the total assets (on a consolidated basis with its subsidiaries) of the Investor?

Yes No

If the question above was answered "Yes", please contact the Fund for additional information that will be required.

- (a) Is the Investor an "investment company" registered or required to be registered under the Investment Company Act of 1940, as amended?

Yes No

- (b) (i) Is the Investor a private investment company which is not registered under the Investment Company Act, in reliance on Section 3(c)(1) or Section 3(c)(7) thereof?

Yes No

- (ii) Was the Investor formed prior to April 30, 1996?

Yes No

- (c) If questions 6(b) (i) and (ii) were both answered "Yes", please indicate whether or not the Investor has obtained the consent of its direct and indirect beneficial owners to be treated as a "Qualified Purchaser" as provided in Section 2(a)(51)(C) of the Investment Company Act and the rules and regulations thereunder:

If the question above was answered "No", please contact the Fund for additional information that will be required.

- 7 If the Investor has a taxable year that ends other than on 30 June, please indicate such taxable year end: _____.

- 8 What percentage of the Investor is owned by non-United States persons or

entities? _____%

9 (a) Is the Investor exempt from United States federal income taxation, including under Section 501 of the Internal Revenue Code?

Yes No

(b) Is the Investor treated as a flow through vehicle for U.S. federal income tax purposes and one or more of its owners are exempt from United States federal income taxation, including under Section 501 of the Internal Revenue Code?

Yes No

D. Know Your Customer Documentation and Procedures

In light of changes to the global financial environment, particularly concerning the prevention of laundering of monies derived from criminal activities or connected to terrorist financing, we are required to obtain relevant due diligence information in relation to clients with whom we have or will have an on-going business relationship. In addition, as you may be aware, all member countries of the Financial Action Task Force have been asked to do their utmost to detect and prevent the misuse of the world financial system.

1. ADDRESS VERIFICATION:

In order to comply with applicable Anti-Money Laundering Legislation, we must verify the address supplied by the investor in the Subscription Agreement. To prevent unnecessary delays, we kindly request you to enclose documents that will confirm your address, with your Subscription Agreement.

For **individual investors**, we are required to verify the residential address. This could be by means of provision of an original utility bill or copy of it duly certified as a true copy as per the below requirements showing the name and address, or any of the other examples mentioned under 4(a)(ii).

For **legal entities**, we require verification of the registered address. This could be by means of (depending on the jurisdiction): certificate of good standing which includes the address; excerpt from the Chamber of Commerce; receipt of payment of license or registration fee (not more than 6 weeks old); or any other document issued by an independent third party that contains both name and registered office address of the legal entity.

2. SIGNATURE VERIFICATION - EVIDENCE OF AUTHORITY:

In order to verify the signature(s) on the subscription agreement, as well as the authority for all future requests relating to the investment, please provide a list of authorized signatories together with their specimen signatures or for individual investors, a certified copy of your current passport/driver's license/national identity card

3. WIRE INFORMATION:

(a) In the space provided below, please provide details of **where the monies were transferred from** to the Fund in relation to your subscription for shares in the Fund

Name, address and account number of bank account from which the subscription funds will be wired.³

Bank Name

City and Country

Account Name

Account Number

Investor's Name

Please note that in cases where the Account Name is not the same as the Investor Name above, documentary information must be provided detailing the reason for, and background to, such a "third party" payment request. **Please note that supporting documentation on the relationship between the third party and the Investor should be provided within three business days of receipt of the funds.** Should this not be to the satisfaction of the Administrator, the funds will be returned to the remitting party.

Additionally, as part of our compliance with Anti-Money Laundering Legislation, we may require detailed verification of the Investor's identity and the source of the payment of the subscription amount. If your bank is unable to wire the funds as per the specifications mentioned, we will request your bank to confirm to us in writing that the funds were wired from a bank account held with them in the name of the Investor. We reserve the right to request such information as is necessary to verify the identity of any Investor.

(b) If subscription monies were transferred/wired to the Fund from a country that is not on the "Approved Jurisdictions List" (see below) please provide documentation to the Administrator as listed under 4. (*all documentation should be in English or translated into English and be duly certified as per the below requirements*).

Approved Jurisdictions:

1. The following countries of the European Community:

³ **IMPORTANT NOTICE:** Due to international banking laws, your bank **MUST** send a SWIFT MT103 message and complete field 50 ("Ordering Customer") and field 52D ("Ordering Institution") on subscription wires. **Your transaction may be delayed or rejected if this information is not provided.**

- | | | | |
|-----------|-----------|---------------|------------------|
| ◆ Austria | ◆ France | ◆ Italy | ◆ Spain |
| ◆ Belgium | ◆ Germany | ◆ Luxembourg | ◆ Sweden |
| ◆ Denmark | ◆ Greece | ◆ Netherlands | ◆ United Kingdom |
| ◆ Finland | ◆ Ireland | ◆ Portugal | |
-
- | | | | |
|-------------------|--------------------|-----------------|------------------------------|
| 2. Australia | 6. Channel Islands | 10. New Zealand | 14. Turkey |
| 3. Bermuda | 7. Hong Kong | 11. Norway | 15. United States of America |
| 4. Canada | 8. Iceland | 12. Singapore | 16. Isle of Man |
| 5. Cayman Islands | 9. Japan | 13. Switzerland | |

4. KNOW YOUR CUSTOMER DOCUMENTATION:

Wherever reference is made to certified copies, please note that certification of passports/driver's licenses/national identity cards, address verification documents and any other copy documents to be provided, should be certified by a suitable person. Suitable persons include:

- Police Officers;
- Chartered & Certified Public Accountants;
- Notaries Public/Practicing Attorneys/Solicitors/Lawyers/Commissioners for Oaths;
- Embassy/Consular staff;
- Officers of Financial Institutions in Approved Jurisdictions⁴, ; or
- A Kingsway Taitz officer or employee who has signing authority for the relevant Kingsway Taitz Company.

The certifier should sign the copy (printing his/her name underneath) and clearly indicate his/her position or capacity, and include a contact address and phone number. The certifier must indicate that the document is a true copy of the original, and for copies of passports/driver's licenses/national identity cards, include wording which confirms that "*the individual whose identity is represented in the passport/driver's license/national identity card has appeared personally before the party providing the certification on the date of certification, that the attached document is a true copy of the original and that the picture thereon is a good likeness of the holder*".

Please also note that the copy should be clear and legible.

The following documentary requirements must be satisfied within two weeks of receipt of this subscription request

⁴ Approved jurisdictions:

The following countries of the European Community: Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Netherlands, Portugal, Spain, Sweden, United Kingdom; and Australia; Canada; Norway; Hong Kong; Japan; New Zealand; Singapore; Turkey; United States of America; Switzerland; Iceland; Bermuda, Cayman Islands, Isle of Man and Channel Islands.

(a) **Individual Investors**

Where the Investor is an individual, the following information and documentation with respect to that individual should be provided:

(i) ***Personal Identity***

A ***certified*** true copy of the Investor's current valid passport(s)/driver's license/national identity card displaying the true name, signature, date of birth and photograph of the Investor. The name of the Investor provided in the Subscription Agreement must match the name of the Investor on the certified true copy passport, driver's license or national identity card. See above regarding certification of identity documents.

(ii) ***Address Verification***

Verification of the residence address of the Investor. Examples of documents which are acceptable to verify the address of an individual are originals or certified true copies of any **ONE** of the following:

- utility bill (electricity, gas, telephone, mobile telephone, etc.)
- bank, building society or other financial institution statement;
- notice of determination for tax credit;
- household/motor insurance certificates;

(b) **Limited Partnerships ("LPs") or Limited Liability Companies ("LLCs")**

Where the Investor is an LP or LLC, the following information and documents with respect to that LP or LLC should be provided:

- a certified true copy of the partnership agreement or limited liability company operating agreement;
- a mandate from the LP or LLC authorizing the establishment of the relationship (either generally or specific to the relevant fund) and conferring authority on those who issue instructions (e.g. authorized signatory list);
- the identity of the general partner/managing member or authorized signatories of those authorized to issue instructions for the LP/LLC. Where the general partner or managing member is an entity, then the entity has to be identified in accordance with the requirement set forth in this document (depending on what type of entity is involved), and also the individual(s) acting for such entity;
- verification of registered address – this should be included in the partnership agreement or limited liability company operating agreement, if not, further verification of the registered address should be provided for example an extract from a public registry or other appropriate document.

(c) **Corporate Entities**

(i) **Listed Corporations**

Where the Investor is a corporation and the corporation:

- ◇ is quoted on a stock exchange in an Approved Jurisdiction; or
- ◇ is known to be the subsidiary of such a quoted company; or
- ◇ is regulated by a regulator in an Approved Jurisdiction,

the following information and documents are required:

- evidence that the corporation is so quoted, is the subsidiary of a corporation so quoted, or is regulated (e.g. a Bloomberg or search of the list of corporations listed on the relevant Stock Exchange);
- a list of directors' names;
- an authorized signatory list which must include the name(s) and specimen signature(s) of the person(s) who have signing authority;

(ii) **Private Corporations**

Where the Investor is a private corporation, the following information and documents are required:

- certified true copy of the certificate of incorporation or similar document;
- a list of directors' names;
- an authorized signatory list including the name(s) and specimen signature(s) of the person(s) who have signing authority;
- the identity of all directors, independently verified in accordance with paragraph 4(a) above (i.e. the Personal Identity and Address Verification of all directors)

Note:

- if the private corporation has a corporate director, then such entity has to be identified in accordance with the requirements set forth in this document and the Personal Identities and Address Verification of all directors (i.e. being individuals) of that corporate director must be provided.
- a list of names and addresses of shareholders holding 10% or more of the issued share capital of the private corporation, and in the case of individual shareholders, their occupations and dates of birth;
- where a significant shareholder (owning 25% or more of the issued share capital of the Investor) is a body corporate and particularly where it concerns a nominee or "front" company, information regarding the ultimate beneficial ownership of that particular company must be provided. Where the ultimate beneficial owner(s) is/are individual(s), documentation concerning the Personal Identity and Address Verification with respect to the individual(s) in accordance with paragraph 4(a) is required.

(iii) **Investment Fund**

Where the Investor is an Investment Fund, the following information and documents are required:

- certified true copy of the certificate of incorporation or similar document;
- a list of directors' names;

- an authorized signatory list;
- the identity of all directors, independently verified in accordance with paragraph 4(a) above (i.e. the Personal Identity and Address Verification of all directors);
- Written confirmation by the administrator of the fund that 1. no shareholders own more than 10% of the issued capital; 2. the administrator has anti-money laundering policies and procedures in place reasonably designed to verify the identity of its shareholders and their sources of funds. This letter should also include information concerning the regulatory oversight under which the administrator operates and the legislation that is applied to their KYC/AML procedures.

(d) **Trusts**

(i) **Where the trustee is a Financial Institution in an Approved Jurisdiction, a subsidiary thereof, or a trust company which is licensed and regulated in an Approved Jurisdiction,**

the following information and documents should be provided:

- purpose of the trust;
- name of the trustee;
- documentary evidence showing that the trustee is a **Financial Institution in an Approved Jurisdiction**, subsidiary thereof or licensed trust company in an Approved Jurisdiction.

(ii) **Where the trustee is an entity but not a Financial Institution in an Approved Jurisdiction, a subsidiary thereof, or a trust company which is licensed and regulated in an Approved Jurisdiction,**

the following information and documents should be provided:

- full name, occupation, business and/or residential address and, where available, telephone and facsimile numbers of the settlor (if no settlor is named in the trust deed or declaration of trust, then the identity of the person(s) who established the trust should be obtained);
- purpose of the trust;
- name of the trustee;
- a copy of the trustee's license (or equivalent);
- a list of directors of the trustee;
- the identity of all directors of the trustee independently verified in accordance with paragraph 4(a) above (i.e. the Personal Identity and Address Verification of the directors);
- an authorized signature list;
- a certified true copy of the Trust Deed.

(iii) **Where the trustee is one or more individuals,**

the following information and documents should be provided:

- full name, occupation, business and/or residential address and, where available, telephone and facsimile numbers of the settlor (if no settlor is named in the trust deed or declaration of trust, then the identity of the person(s) who ultimately established the trust should be obtained)
- purpose of the trust;
- name(s) of the trustee(s);
- the identity of the trustee(s) independently verified in accordance with paragraph 4(a) above (i.e. the Personal Identity and Address Verification of the trustee(s));
- a certified true copy of the Trust Deed.

(e) **Private Foundations**

Where the Investor is a private endowment or foundation (as opposed to, for example, a University or other educational establishment or foundation), the following information and documents should be provided:

- full name, occupation, business and/or residential address and, where available, telephone and facsimile numbers of the founder of the foundation;
- the Personal Identity and Address Verification of the founder (in accordance with paragraph 4(a) above);
- a certified true copy of the certificate of incorporation or similar document;
- a list of directors' names;
- an authorized signatory list which must include the name(s) and specimen signature(s) of the person(s) who signed the relevant Subscription Agreement or redemption request;
- the identity of all directors, independently verified in accordance with paragraph 4(a) above (i.e. the Personal Identity and Address Verification of the directors);

Note:

- if the private endowment or foundation has a corporate director, then such entity has to be identified in accordance with the requirements set forth in this document and the Personal Identities and Address Verification of all the directors (i.e. being individuals) of that corporate director must be provided.

(g) **Financial Institutions in Non-Approved Jurisdictions**

Where the Investor is a Financial Institution in a country that is not on the list of Approved Jurisdictions, and its ultimate parent company is not established in an Approved Jurisdiction, documentation as stipulated above for Corporate Entities under 4(c) must be provided.

Where the Investor is a Financial Institution in a country that is not on the list of Approved Jurisdictions, but its ultimate parent company **is** established in an Approved Jurisdiction, please have the ultimate parent company confirm to us in writing that, without exception, the institution applies substantially similar requirements for identifying customers as the ultimate parent company.

If you have any questions please do not hesitate to contact the Administrator's Compliance Department at +61 2 8257 3310.

E. Benefit Plan Investor Questionnaire

This questionnaire is intended to establish whether Subscriber is a Benefit Plan Investor (see below), and if so, to identify what type of Benefit Plan Investor Subscriber is.

I. The Investor represents that it is (please check all applicable boxes):

A. **not** a Benefit Plan Investor*(Code: NBPI); or

* A "Benefit Plan Investor" is (i) any plan subject to Title I of ERISA (e.g., U.S. corporate plans), (ii) any plan subject to Section 4975 of the Code (e.g., IRAs) and (iii) any passive investment fund whose underlying assets include "plan assets" (generally because plans (described in (i) or (ii)) own 25% or more of a class of the investment fund's equity interests). Any entity that is a Benefit Plan Investor by virtue of (iii) above should check I-B.3 below.

B. a Benefit Plan Investor that is:

1. An employee benefit plan or trust that is subject to the provisions of ERISA – this includes U.S. pension plans and U.S. profit-sharing and 401(k) plans, "Multiemployer Plans" and "Taft-Hartley Plans" but does not include U.S. governmental plans, certain church plans and non-U.S. employee pension and welfare benefit plans (Code: ERISA);

2. A U.S. individual retirement account, Keogh Plan and/or other plan subject to Section 4975 of the Internal Revenue Code of 1986, as amended("IRC") (Code: E-IRC);

3. An entity (e.g. a fund of funds) whose underlying assets include "plan assets" by reason of a plan's investment in the entity and such plan investors include (1) one or more U.S. pension benefit plans, welfare benefit plans or similar plans subject to ERISA and/or (2) one or more individual retirement accounts, Keogh plans or other individual arrangement subject to Section 4975(e)(1) of the IRC (including by reason of 25% or more of any class of equity interests in the entity being held by Benefit Plan Investors that include any plan described above) (Code: E-25%+).

If the Investor is an entity whose underlying assets include "plan assets," indicate that the percentage of such assets that constitute "plan assets" within the meaning of ERISA or the IRC is not more than (please check an applicable box):

10% ** 20% ** 30% 40% 50%
 60% 70% 80% 90% 100%

**Applicable to entities with multiple classes, one of which exceeds the 25% threshold for Benefit Plan Investors.

The Investor agrees to promptly notify the Administrator in writing if there is a change in the percentage as set forth above and at such time or times as the Director/Investment Manager/Investment Adviser and/or Administrator may request.

II Insurance Company

If the Investor is an insurance company, please certify to either 1 or 2 below:

1. The Investor is an insurance company investing the assets of its general account (or the assets of a wholly owned subsidiary of its general account) in the

V Please indicate whether or not the Investor is a U.S. pension trust or governmental plan qualified under section 401(a) of the Code or a U.S. tax-exempt organization qualified under section 501(c)(3) of the Code.

Yes No

F. Individual Investors

If the Investor is an individual, please indicate your date of birth:

G. Related Parties and Nominee Investors:

Will any other person or persons have a beneficial interest in the Interests to be acquired hereunder, other than as a shareholder, partner or other beneficial owner of equity interests in the Investor (note that Investors that are nominees must check "Yes" and will be required to make additional representations to be provided by the Fund)?

Yes No

If the question above was answered "Yes", the Investor must (i) contact the Fund for additional information that may be required and (ii) make the following representation and covenant by executing in the space below:

"The Investor agrees that for purposes of the representations in the Subscription Agreement and this Investor Questionnaire the Investor shall be deemed to be each person (an "**Account Party**") for whose account the Investor is acting in purchasing and holding Interests and, where applicable, shall also be deemed to include the Investor. Furthermore, the Investor represents and agrees that each of the existing and any new Account Parties (including any transferees thereof) shall be able to make the same representations and the Investor shall ensure that each Account Party shall continue to fulfill such requirement."

PARTNERSHIP, CORPORATION, TRUST,
CUSTODIAL ACCOUNT OR OTHER ENTITY:

(Name of Entity)

By:

(Signature)

(Print Name and Title)

If the Investor is unable to make the foregoing representation, please contact the Fund.

H. Qualified Eligible Person:

- The Investor represents and warrants that it is a “qualified eligible person” within the meaning of Rule 4.7 under the Commodity Exchange Act, as amended (“**Commodity Exchange Act**”), because the Investor is a “qualified purchaser” as defined under Section I below.

I. Qualified Purchaser:

The Investor represents and warrants that the Investor is a “qualified purchaser” within the meaning of Section 2(a)(51) of the Investment Company Act (a “**Qualified Purchaser**”) and has checked each of the box or boxes below which are next to the categories under which the Investor qualifies as a Qualified Purchaser:

- (A) A company, partnership or trust that owns not less than \$5,000,000 in “investments” and that is owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations or trusts established by or for the benefit of such persons (a “**Family Company**”).
- (B) A trust that is not covered by (A) above as to which the trustee or other person authorized to make decisions with respect to the trust, and each settlor or other person who has contributed assets to the trust, is a person described in clause (A), (C), or (F) of this Section I.
- (C) A person (which may be a natural person or a corporation, partnership, limited liability company, trust or other entity) acting for its own account or the accounts of other Qualified Purchasers, who in the aggregate owns and invests on a discretionary basis not less than \$25,000,000 in “investments.”
- (D) A qualified institutional buyer as defined in paragraph (a) of Rule 144A under the Securities Act, acting for its own account, the account of another qualified institutional buyer, or the account of a Qualified Purchaser, provided that (i) a dealer described in paragraph (a)(1)(ii) of Rule 144A shall own and invest on a discretionary basis at least \$25 million in securities of issuers that are not affiliated persons of the dealer; and (ii) a plan referred to in paragraph (a)(1)(i)(D) or (a)(1)(i)(E) of Rule 144A, or a trust fund referred to in paragraph (a)(1)(i)(F) of Rule 144A that holds the assets of such a plan, will not be deemed to be acting for its own account if investment decisions with respect to the plan are made by the beneficiaries of the plan, except with respect to investment decisions made solely by the

fiduciary, trustee or sponsor of such plan.

- (E) A company (which may be a corporation, partnership, limited liability company, trust or other entity), each beneficial owner of the securities of which is a Qualified Purchaser.
- (F) A natural person (including any person who holds a joint, community property or other similar shared ownership interest in the Fund with that person's Qualified Purchaser spouse) who owns not less than \$5,000,000 in "investments."

In order to complete the foregoing information in this Section I, Investors must read Annexes 1 and 2 to this Investor Questionnaire for the definition of "investments" and for information regarding the valuation of "investments", respectively.

J. Authorized Signatories

The Investor represents that it will be bound by the persons listed below each of whom is authorized to bind the Investor in connection with the Investor's investment in the Fund. The Investor acknowledges that, unless the Fund receives prior notice in writing from the Investor, the Fund will be authorized to rely on the signature of any of the persons listed below with respect to the Investor's investment.

Name:
Title:

Name:
Title:

Name:
Title:

Name:
Title:

Name:
Title:

Name:
Title:

Name:
Title:

Name:
Title:

K. Wiring Bank Information

Please furnish the information requested below:

Full name of the wiring bank:

- 1 Location/address of the wiring bank: _____
(city/state)
- 2 ABA #: _____
- 3 SWIFT Code: _____
- 4 Account Name: _____
- 5 Account Number: _____
- 6 For the Account of: _____
- 7 Reference Name: _____

Note: In order to facilitate prompt and accurate crediting of subscription payments, funds for the subscription must be transferred from a bank or financial institution account in the name of the subscriber(s).

[Rest of page left blank intentionally]

The Investor understands that the foregoing information will be relied upon by the Fund for the purpose of determining the eligibility of the Investor to purchase Participating Shares. The Investor agrees to provide, if requested, any additional information that may be reasonably required to substantiate the Investor's status as a qualified eligible person or to otherwise determine the eligibility of the Investor to purchase or hold Participating Shares. To the maximum extent permitted by law, the Investor agrees to indemnify and hold harmless the Fund, the Administrator, the Investment Manager, the Investment Adviser and each of their subsidiaries, affiliates, directors and other officers, shareholders, servants, employees, agents and permitted delegates and sub-delegates, and each Shareholder from and against any loss, damage or liability due to or arising out of a breach of any representation, warranty or agreement of the Investor contained herein.

Signatures:

INDIVIDUAL INVESTOR:

(Signature)

(Print Name and Title)

Date:_____

PARTNERSHIP, CORPORATION,
TRUST, CUSTODIAL ACCOUNT OR
OTHER ENTITY:

(Name of Entity)

(Signature)

(Print Name and Title)

Date:_____

DEFINITION OF “INVESTMENTS”

The term “investments” means:

- 1 Securities, other than securities of an issuer that controls, is controlled by, or is under common control with, the Investor that owns such securities, unless the issuer of such securities is:
 - (a) An investment company or a company that would be an investment company but for the exclusions or exemptions provided by the United States Investment Company Act of 1940, or a commodity pool; or
 - (b) a Public Company (as defined below); or
 - (c) A company with shareholders’ equity of not less than \$50 million (determined in accordance with generally accepted accounting principles) as reflected on the company’s most recent financial statements, provided that such financial statements present the information as of a date within 16 months preceding the date on which the Investor acquires Interests;
- 2 Real estate held for investment purposes;
- 3 Commodity Interests (as defined below) held for investment purposes;
- 4 Physical Commodities (as defined below) held for investment purposes;
- 5 To the extent not securities, financial contracts (as defined below) entered into for investment purposes;
- 6 In the case of an Investor that is a company that would be an investment company but for the exclusions provided by section 3(c)(1) or 3(c)(7) of the United States Investment Company Act of 1940, or a commodity pool, any amounts payable to such Investor pursuant to a firm agreement or similar binding commitment pursuant to which a person has agreed to acquire an interest in, or make capital contributions to, the Investor upon the demand of the Investor; and
- 7 Cash and cash equivalents (including foreign currencies) held for investment purposes.

Real Estate that is used by the owner or a Related Person (as defined below) of the owner for personal purposes, or as a place of business, or in connection with the conduct of the trade or business of such owner or a Related Person of the owner, will NOT be considered Real Estate held for investment purposes, provided that real estate owned by an Investor who is engaged primarily in the business of investing, trading or developing real estate in connection with such business may be deemed to be held for investment purposes. However, residential real estate will not be deemed to be used for personal purposes if deductions with respect to such real estate are not disallowed by section 280A of the Internal Revenue Code.

A Commodity Interest or Physical Commodity owned, or a financial contract entered into, by the Investor who is engaged primarily in the business of investing, reinvesting, or trading in Commodity Interests, Physical Commodities or financial contracts in connection with such business may be deemed to be held for investment purposes.

“Commodity Interests” means commodity futures contracts, options on commodity futures contracts, and options on physical commodities traded on or subject to the rules of:

- (a) Any contract market designated for trading such transactions under the Commodity Exchange Act and the rules thereunder; or
- (b) Any board of trade or exchange outside the United States, as contemplated in Part 30 of the rules under the Commodity Exchange Act.

“Public Company” means a company that:

- (a) files reports pursuant to Section 13 or 15(d) of the Exchange Act; or
- (b) has a class of securities that are listed on a Designated Offshore Securities Market, as defined by Regulation S of the Securities Act.

“Physical Commodities” means any physical commodity with respect to which a Commodity Interest is traded on a market specified in the definition of Commodity Interests above.

The term **“financial contract”** means any arrangement that (I) takes the form of an individually negotiated contract, agreement, or option to buy, sell, lend, swap, or repurchase, or other similar individually negotiated transaction commonly entered in by participants in the financial markets, (II) is in respect of securities, commodities, currencies, interest or other rates, other measures of value, or any other financial or economic interest similar in purpose or function to any of the foregoing, and (III) is entered into in response to a request from a counter party for a quotation, or is otherwise entered into and structured to accommodate the objectives of the counter party to such arrangement.

“Related Person” means a person who is related to the Investor as a sibling, spouse or former spouse, or is a direct lineal descendant or ancestor by birth or adoption of the Investor, or is a spouse of such descendant or ancestor, provided that, in the case of a Family Company, a Related Person includes any owner of the Family Company and any person who is a Related Person of such an owner. **“Family Company”** means a company, partnership or trust that owns not less than \$5,000,000 in investments and that is owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations or trusts established for the benefit of such persons.

For purposes of determining the amount of investments owned by a company, there may be included investments owned by majority-owned subsidiaries of the company and investments owned by a company (**“Parent Company”**) of which the company is a majority-owned subsidiary, or by a majority-owned subsidiary of the company and other majority-owned subsidiaries of the Parent Company.

In determining whether a natural person is a Qualified Purchaser, there may be included in the amount of such person’s investments any investment held jointly with such person’s spouse, or investments in which such person shares with such person’s spouse a community property or similar shared ownership interest. In determining whether spouses who are making a joint investment in the Fund are Qualified Purchasers, there may be included in the amount of each spouse’s investments any investments owned by the other spouse (whether or not such investments are held jointly). There shall be deducted from the amount of any such investments any amounts specified by paragraph 2(a) of Annex 2 incurred by such spouse.

In determining whether a natural person is a Qualified Purchaser, there may be included in the amount of such person’s investments any investments held in an individual retirement account or similar account the investments of which are directed by and held for the benefit of such person.

VALUATIONS OF INVESTMENTS

The general rule for determining the value of investments in order to ascertain whether a person is a Qualified Purchaser is that the value of the aggregate amount of investments owned and invested on a discretionary basis by such person shall be their fair market value on the most recent practicable date or their cost. This general rule is subject to the following provisos:

- (i) In the case of Commodity Interests, the amount of investments shall be the value of the initial margin or option premium deposited in connection with such Commodity Interests; and
- (ii) In each case, there shall be deducted from the amount of investments owned by such person the following amounts:
 - (a) The amount of any outstanding indebtedness incurred to acquire or for the purpose of acquiring the investments owned by such person.
 - (b) A Family Company, in addition to the amounts specified in paragraph (a) above, shall have deducted from the value of such Family Company's investments any outstanding indebtedness incurred by an owner of the Family Company to acquire such investments.

ANNEXURE B

REDEMPTION NOTICE

To : FORTITUDE CAPITAL EXTENSION (CAYMANS) FUND
c/o Kingsway Taitz Fund Administration Pty Limited
GPO Box 3750
Sydney NSW 2001
Australia

Telephone +61 2 8257 3310
Facsimile +61 2 8915 1620

Attention: Investor Relations

With a copy to:-

Fortitude Capital Pty Limited
Suite 2, Level 6, 10 Bridge Street
Sydney, NSW 2000
Australia

Facsimile +61 2 9241 4947

Dear Sirs

1. The undersigned Shareholder hereby requests a redemption of Participating Shares issued by Fortitude Capital Extension (Caymans) Fund, a Cayman Islands regulated mutual fund company, (the "**Fund**") on the terms set forth in the Fund's Confidential Private Placement Memorandum and Articles of Association. The Shareholder requests a redemption of US\$/EUR _____ (monetary amount) or _____ (number of shares) Participating Shares of the Fund, being _____ (list whether U.S. Dollar Shares or Euro Shares), in respect of the Redemption Day on _____ (requested Redemption Day).
2. The undersigned Shareholder understands and acknowledges that payment of redemption proceeds will only be made to the original account in the name of the undersigned Shareholder from which the subscription proceeds derived or, upon approval of the Directors, to another account in the name of the undersigned Shareholder.

All redemption/repurchase proceeds are to be paid to the following account:

Name and Address of Receiving Bank : _____

Account Name : _____ Account Number: _____

3. When completed, this form should be telecopied and then couriered to the above address.
4. If requesting a redemption of only a portion of your total of Participating Shares, the redemption will be effected on a "first-in first-out" basis unless you request otherwise, in which case you should nominate the dates of purchase of the Participating Shares desired to be redeemed:

Very truly yours,

Name of Shareholder : _____

By: (Authorised Signature) _____

Print Name : _____ Date : _____

Telephone Number: _____ Facsimile Number: _____

ANNEXURE _____

ANNEXURE C

CERTAIN OFFERING NOTICES

NOTICE TO RESIDENTS OF ARGENTINA

THE SHARES OFFERED HEREBY HAVE NOT BEEN, AND WILL NOT BE, REGISTERED WITH THE COMISIÓN NACIONAL DE VALORES (“ARGENTINEAN SECURITIES COMMISSION”) AND MAY NOT BE OFFERED OR SOLD IN ARGENTINA EXCEPT IN CIRCUMSTANCES THAT DO NOT CONSTITUTE A PUBLIC OFFERING OR DISTRIBUTION UNDER ARGENTINEAN LAWS AND REGULATIONS.

NOTICE TO RESIDENTS OF AUSTRALIA

NO OFFER FOR SUBSCRIPTION OR PURCHASE OF THE SHARES OFFERED HEREBY HAS BEEN MADE OR ISSUED IN AUSTRALIA, OTHERWISE THAN BY MEANS OF AN OFFER IN RESPECT OF WHICH DISCLOSURE UNDER PART 6D.2 OF THE CORPORATIONS ACT 2001 IS NOT REQUIRED. ACCORDINGLY, THIS MEMORANDUM HAS NOT BEEN LODGED WITH THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION.

NOTICE TO RESIDENTS OF BAHRAIN

ALL APPLICATIONS FOR INVESTMENT SHOULD BE RECEIVED, AND ANY ALLOTMENTS MADE, FROM OUTSIDE BAHRAIN. THE FUND IS NOT A COLLECTIVE INVESTMENT SCHEME WITHIN THE MEANING OF BAHRAIN MONETARY AGENCY CIRCULAR NO. OG/356/92 DATED NOVEMBER 18, 1992.

NOTICE TO RESIDENTS OF BELGIUM

THE SHARES IN THE FUND MAY NOT BE OFFERED, SOLD, TRANSFERRED, OR DELIVERED IN OR FROM BELGIUM AS PART OF THEIR INITIAL DISTRIBUTION OR AT ANY TIME THEREAFTER, DIRECTLY OR INDIRECTLY, OTHER THAN TO PERSONS OR ENTITIES MENTIONED IN ARTICLE 3 OF THE ROYAL DECREE OF JANUARY 9, 1991 RELATING TO THE PUBLIC CHARACTERISTIC OF OPERATIONS CALLING FOR SAVINGS AND ON THE ASSIMILATION OF CERTAIN OPERATIONS TO A PUBLIC OFFER (BELGIAN OFFICIAL JOURNAL OF JANUARY 12, 1991). THEREFORE, THE SHARES ARE EXCLUSIVELY DESIGNED FOR CREDIT INSTITUTIONS, STOCK EXCHANGE COMPANIES, COLLECTIVE INVESTMENT FUNDS, COMPANIES OR INSTITUTIONS, INSURANCE COMPANIES, AND/OR PENSION FUNDS ACTING FOR THEIR OWN ACCOUNT ONLY.

NOTICE TO RESIDENTS OF BRAZIL

THE SHARES OFFERED HEREBY HAVE NOT BEEN, AND WILL NOT BE, REGISTERED WITH THE COMISSAO DE VALORES MOBILIARIOS AND MAY NOT BE OFFERED OR SOLD IN BRAZIL EXCEPT IN CIRCUMSTANCES, WHICH DO NOT CONSTITUTE A PUBLIC OFFERING OR DISTRIBUTION UNDER BRAZILIAN LAWS AND REGULATIONS.

NOTICE TO RESIDENTS OF BRITISH COLUMBIA AND ONTARIO

THIS MEMORANDUM CONSTITUTES AN OFFERING OF THE SECURITIES DESCRIBED HEREIN ONLY IN THOSE JURISDICTIONS AND TO THOSE PERSONS WHERE AND TO WHOM THEY MAY BE LAWFULLY OFFERED FOR SALE, AND THEREIN ONLY BY PERSONS PERMITTED TO SELL SUCH SECURITIES. THIS MEMORANDUM IS NOT, AND UNDER NO CIRCUMSTANCES IS TO BE CONSTRUED AS AN ADVERTISEMENT OR A PUBLIC OFFERING OF THE SECURITIES DESCRIBED HEREIN IN CANADA. NO SECURITIES COMMISSION OR SIMILAR AUTHORITY IN CANADA HAS REVIEWED OR IN ANY WAY PASSED UPON THIS DOCUMENT OR THE MERITS OF THE SECURITIES DESCRIBED HEREIN, AND ANY REPRESENTATION TO THE CONTRARY IS AN OFFENSE.

IF THIS MEMORANDUM, TOGETHER WITH ANY AMENDMENT THERETO, CONTAINS AN UNTRUE STATEMENT OF A MATERIAL FACT OR OMITTS TO STATE A MATERIAL FACT THAT IS REQUIRED TO BE STATED OR IS NECESSARY IN ORDER TO MAKE ANY STATEMENT THEREIN NOT MISLEADING IN THE LIGHT OF THE CIRCUMSTANCES IN WHICH IT WAS MADE (HEREIN CALLED A "MISREPRESENTATION") AND IT WAS A MISREPRESENTATION ON THE DATE OF PURCHASE, PURCHASERS IN BRITISH COLUMBIA AND ONTARIO TO WHOM THE MEMORANDUM WAS SENT OR DELIVERED AND WHO PURCHASE SHARES SHALL HAVE A RIGHT OF ACTION AGAINST THE FUND FOR RESCISSION (WHILE STILL THE OWNER OF SUCH SHARES) OR ALTERNATIVELY, FOR DAMAGES, EXERCISABLE ON WRITTEN NOTICE GIVEN NOT MORE THAN 90 DAYS SUBSEQUENT TO THE DATE OF PURCHASE, PROVIDED THAT THE FUND WILL NOT BE LIABLE: (A) IF THE PURCHASER PURCHASED SUCH SHARES WITH KNOWLEDGE OF THE MISREPRESENTATION; (B) FOR ALL OR ANY PORTION OF ANY DAMAGES THAT IT PROVES DO NOT REPRESENT THE DEPRECIATION IN VALUE OF SUCH SHARES AS A RESULT OF THE MISREPRESENTATION; AND FOR AMOUNTS IN EXCESS OF THE PRICE AT WHICH SUCH SHARES WERE SOLD TO THE PURCHASER.

THE FOREGOING SUMMARY IS SUBJECT TO THE EXPRESS PROVISIONS OF EITHER THE SECURITIES ACT (BRITISH COLUMBIA) OR THE SECURITIES ACT (ONTARIO), WHICHEVER THE CASE MAY BE, AND SUCH REFERENCE IS MADE FOR THE COMPLETE TEXT OF SUCH PROVISION.

NOTICE TO RESIDENTS OF THE CAYMAN ISLANDS

NO INVITATION TO THE PUBLIC (WHICH TERM DOES NOT INCLUDE A COMPANY INCORPORATED IN THE CAYMAN ISLANDS AS AN EXEMPTED COMPANY OR NON-RESIDENT COMPANY) IN THE CAYMAN ISLANDS TO SUBSCRIBE FOR ANY SHARES IN THE FUND IS PERMITTED TO BE MADE.

NOTICE TO RESIDENTS OF CHILE

THE SHARES OFFERED HEREBY HAVE NOT BEEN, AND WILL NOT BE, REGISTERED WITH THE SUPERINTENDENCIA DE VALORES Y SEGUROS ("CHILEAN SECURITIES COMMISSION" OR SVS) AND MAY NOT BE OFFERED AND SOLD IN CHILE EXCEPT IN CIRCUMSTANCES WHICH DO NOT CONSTITUTE A PUBLIC OFFERING OR DISTRIBUTION UNDER CHILEAN LAWS AND REGULATIONS.

NOTICE TO RESIDENTS OF ECUADOR

THE SHARES OFFERED HEREBY HAVE NOT BEEN, AND WILL NOT BE, REGISTERED WITH THE SUPERINTENDENCIA DE COMPANIAS DEL ECUADOR ("ECUADORIAN SECURITIES AND EXCHANGE COMMISSION") AND MAY NOT BE OFFERED AND SOLD IN ECUADOR EXCEPT IN CIRCUMSTANCES WHICH DO NOT CONSTITUTE A PUBLIC OFFERING OR DISTRIBUTION UNDER ECUADORIAN LAWS AND REGULATIONS. THIS COMMUNICATION IS FOR INFORMATIVE PURPOSES ONLY; IT DOES NOT CONSTITUTE A PUBLIC OFFERING OF ANY KIND.

NOTICE TO RESIDENTS OF FINLAND

THIS MEMORANDUM HAS BEEN PREPARED FOR PRIVATE INFORMATION PURPOSES OF INTERESTED INVESTORS ONLY. IT MAY NOT BE USED FOR AND SHALL NOT BE DEEMED A PUBLIC OFFERING OF THE SHARES. THE RAHOITUSTARKASTUS HAS NOT AUTHORIZED ANY OFFERING OF THE SUBSCRIPTION OF SHARES. ACCORDINGLY, SHARES MAY NOT BE OFFERED OR SOLD IN FINLAND OR TO RESIDENTS THEREOF EXCEPT AS PERMITTED BY FINNISH LAW. THIS MEMORANDUM IS STRICTLY FOR PRIVATE USE BY ITS HOLDER AND MAY NOT BE PASSED ON TO THIRD PARTIES.

NOTICE TO RESIDENTS OF FRANCE

CITE NOTE D'INFORMATION N'A PAS ÉTÉ SOUMISE AU VISA DE LA COMMISSION DES OPÉRATIONS DE BOURSE. PAR CONSÉQUENT, NI CETTE NOTE D'INFORMATION, NI TOUT AUTRE DOCUMENT PROMOTIONNEL SE RAPPORTANT AUX INTÉRÊTS NE POURRONT ÊTRE COMMUNIQUÉS AU PUBLIC OU UTILISÉS DANS LA CADRE DE TOUTE OFFRE DE SOUSCRIPTION OU DE VENTE DES INTÉRÊTS EN FRANCE ET LES INTÉRÊTS NE PEUVENT ÊTRE ÉMIS, OFFERTS OU CÉDÉS DE TOUTE FACON EN FRANCE. LES INVESTISSEURS DOIVENT AGIR POUR LEUR PROPRE COMPTE. LA VENTE, DIRECTE OU INDIRECTE, AU PUBLIC DES INSTRUMENTS FINANCIERS ACQUIS SERA FAITE CONFORMÉMENT AUX DISPOSITIONS LES CONCERNANT.

THIS MEMORANDUM HAS NOT BEEN SUBMITTED TO THE COMMISSION DES OPÉRATIONS DE BOURSE IN FRANCE. ACCORDINGLY, NEITHER THIS MEMORANDUM NOR ANY OTHER OFFERING MATERIAL RELATING TO THE SHARES MAY BE AVAILABLE TO THE PUBLIC OR USED IN CONNECTION WITH ANY OTHER OFFER FOR SUBSCRIPTION OR SALE OF THE SHARES IN FRANCE, AND THE SHARES MAY NOT BE ISSUED, OFFERED, OR OTHERWISE SOLD IN FRANCE.

NOTICE TO RESIDENTS OF GERMANY

THE SHARES MAY ONLY BE ACQUIRED IN ACCORDANCE WITH THE GERMAN WERTPAPIERVERKAUFS-PROSPEKTGESETZ (SECURITIES SELLING PROSPECTUS ACT) AND THE AUSLANDSINVESTMENTGESETZ ACT (ACT ON FOREIGN INVESTMENT FUNDS). THE SHARES ARE NOT REGISTERED OR AUTHORIZED FOR DISTRIBUTION UNDER THE ACT ON FOREIGN INVESTMENT FUNDS AND ACCORDINGLY MAY NOT BE, AND ARE NOT BEING, OFFERED OR ADVERTISED PUBLICLY OR OFFERED SIMILARLY UNDER §1 ACT ON FOREIGN INVESTMENT FUNDS OF SECURITIES SELLING PROSPECTUS ACT. THEREFORE, THIS OFFER IS ONLY BEING MADE TO RECIPIENTS TO WHOM THIS MEMORANDUM IS PERSONALLY ADDRESSED AND DOES NOT CONSTITUTE AN OFFER OR ADVERTISEMENT TO THE PUBLIC.

NOTICE TO RESIDENTS OF GREECE

THIS MEMORANDUM AND THE SHARES TO WHICH IT RELATES AND ANY OTHER MATERIAL RELATED THERETO MAY NOT BE ADVERTISED, DISTRIBUTED, OR OTHERWISE MADE AVAILABLE TO THE PUBLIC IN GREECE. THE GREEK CAPITAL MARKET COMMITTEE HAS NOT AUTHORIZED ANY PUBLIC OFFERING OF THE SUBSCRIPTION OF SHARES IN THE FUND. ACCORDINGLY, SHARES MAY NOT BE ADVERTISED, DISTRIBUTED, OR IN ANY WAY OFFERED OR SOLD IN GREECE OR TO RESIDENTS THEREOF EXCEPT AS PERMITTED BY GREEK LAW.

NOTICE TO RESIDENTS OF HONG KONG

NO ACTION HAS BEEN TAKEN TO PERMIT AN OFFERING OF THE FUND TO THE PUBLIC IN HONG KONG AND, ACCORDINGLY, NO COPY OF THIS MEMORANDUM MAY BE ISSUED, CIRCULATED OR DISTRIBUTED IN HONG KONG OTHER THAN (I) EXCLUSIVELY TO PERSONS WHOSE BUSINESS INVOLVES THE ACQUISITION, DISPOSAL OR HOLDING OF SECURITIES, WHETHER AS PRINCIPAL OR AGENT; OR (II) OTHERWISE IN CIRCUMSTANCES THAT DO NOT CONSTITUTE AN INVITATION TO THE PUBLIC FOR THE PURPOSES OF THE PROTECTION OF INVESTORS ORDINANCE (CHAPTER 335 OF THE LAWS OF HONG KONG).

NOTICE TO RESIDENTS OF INDONESIA

THE SHARES HAVE NOT BEEN AND WILL NOT BE OFFERED, TRANSFERRED OR SOLD, DIRECTLY OR INDIRECTLY, IN INDONESIA OR TO ANY INDONESIAN RESIDENTS OR CITIZENS IN A MANNER WHICH CONSTITUTES A PUBLIC OFFERING UNDER THE LAWS AND REGULATIONS OF INDONESIA.

NOTICE TO RESIDENTS OF ISRAEL

THE SHARES HAVE NOT BEEN APPROVED BY THE ISRAEL SECURITIES AUTHORITY OR ANY OTHER ISRAELI GOVERNMENTAL AUTHORITY AND NEITHER THE ISRAEL SECURITIES AUTHORITY NOR ANY SUCH OTHER AUTHORITY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. THE SHARES MAY NOT BE OFFERED OR SOLD TO MORE THAN 35 RESIDENTS OF ISRAEL.

NOTICE TO RESIDENTS OF ITALY

THIS MEMORANDUM MAY NOT BE DISTRIBUTED TO MEMBERS OF THE PUBLIC IN ITALY. THE ITALIAN COMMISSIONE NAZIONALE PER LA SOCIETA E LA BORSA HAS NOT AUTHORIZED ANY OFFERING OF THE SUBSCRIPTION OF SHARES IN THE FUND; ACCORDINGLY, THE SHARES MAY NOT BE OFFERED OR SOLD IN ITALY OR TO RESIDENTS THEREOF EXCEPT AS PERMITTED BY ITALIAN LAW.

NOTICE TO RESIDENTS OF JAPAN

THE SHARES MAY NOT BE OFFERED OR SOLD DIRECTLY OR INDIRECTLY TO THE PUBLIC IN JAPAN AND NEITHER THIS MEMORANDUM, WHICH HAS NOT BEEN SUBMITTED TO THE MINISTRY OF FINANCE, NOR ANY OFFERING MATERIAL OR INFORMATION CONTAINED THEREIN RELATING TO THE SHARES, MAY BE SUPPLIED TO THE PUBLIC IN JAPAN OR USED IN CONNECTION WITH ANY OFFER FOR SUBSCRIPTION OR SALE OF SHARES TO THE PUBLIC IN JAPAN.

NOTICE TO RESIDENTS OF JERSEY

THIS MEMORANDUM IS BEING MADE AVAILABLE IN JERSEY ON A CONFIDENTIAL BASIS TO AN IDENTIFIABLE, RESTRICTED CIRCLE OF PERSONS NOT EXCEEDING A TOTAL OF 50 PERSONS IN JERSEY AND IS NOT TO BE CIRCULATED BY THE RECIPIENT TO ANY OTHER PERSON.

NOTICE TO RESIDENTS OF JORDAN

ANY MARKETING TO JORDANIAN INVESTORS IS DONE BY WAY OF PRIVATE PLACEMENT ONLY.

NOTICE TO RESIDENTS OF KUWAIT

THE FUND HAS NOT BEEN LICENSED BY THE KUWAIT MINISTRY OF COMMERCE AND INDUSTRY PURSUANT TO LAW NO. 31/1990 REGULATING THE NEGOTIATIONS OF SECURITIES AND ESTABLISHMENT OF INVESTMENT FUNDS.

NOTICE TO RESIDENTS OF KOREA

NONE OF THE SHARES MAY BE OFFERED, SOLD OR DELIVERED, DIRECTLY OR INDIRECTLY, OR OFFERED OR SOLD, TO ANY PERSONS FOR RE-OFFERING OR RE-SALE, DIRECTLY OR INDIRECTLY, IN KOREA OR TO ANY RESIDENT OF KOREA EXCEPT PURSUANT TO APPLICABLE LAWS AND REGULATIONS OF KOREA.

NOTICE TO RESIDENTS OF LUXEMBOURG

THE SHARES MAY NOT BE PUBLICLY OFFERED OR SOLD IN THE GRAND DUCHY OF LUXEMBOURG. THE SHARES ARE OFFERED TO A LIMITED NUMBER OF SOPHISTICATED INVESTORS, IN ALL CASES UNDER CIRCUMSTANCES DESIGNED TO PRECLUDE A DISTRIBUTION WHICH WOULD BE OTHER THAN BY AN MEMORANDUM. THIS MEMORANDUM MAY NOT BE REPRODUCED OR USED FOR ANY PURPOSE, NOR BE FURNISHED TO ANY PERSON OTHER THAN THOSE TO WHOM COPIES HAVE BEEN SENT.

MONACO

SHARES MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, TO THE PUBLIC IN MONACO OTHER THAN BY AN AUTHORIZED INTERMEDIARY. NEITHER THIS MEMORANDUM, WHICH HAS NOT BEEN SUBMITTED TO THE CLEARANCE PROCEDURE OF THE MONEGASQUE AUTHORITIES, INCLUDING THE COMMISSION DE CONTROLE, NOR ANY OFFERING MATERIAL RELATING TO THE OFFER OF SHARES, MAY BE RELEASED OR ISSUED TO THE PUBLIC IN MONACO IN ACCORDANCE WITH ANY SUCH OFFER. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL SECURITIES UNDER THE SECURITIES LAWS OF MONACO.

NOTICE TO RESIDENTS OF THE NETHERLANDS

THE SHARES MAY NOT BE SOLICITED, ACQUIRED OR OFFERED, DIRECTLY OR INDIRECTLY, IN OR FROM THE NETHERLANDS AND THIS MEMORANDUM MAY NOT BE CIRCULATED IN THE NETHERLANDS TO ANY INDIVIDUALS OR LEGAL ENTITIES AS PART OF THEIR INITIAL DISTRIBUTION OR ANYTIME THEREAFTER, EXCEPT TO INDIVIDUALS OR LEGAL ENTITIES WHO OR WHICH TRADE OR INVEST IN SUBJECTS OF INVESTMENT ("BELEGGINGSOBJECTEN") IN THE CONDUCT OF A PROFESSION OR TRADE, INCLUDING BANKS, BROKERS, SECURITIES INSTITUTIONS, INSURANCE COMPANIES, PENSION FUNDS, INVESTMENT INSTITUTIONS, OTHER INSTITUTIONAL INVESTORS AND OTHER PARTIES, INCLUDING TREASURY DEPARTMENTS OF COMMERCIAL ENTERPRISES AND FINANCE COMPANIES WHICH ARE REGULARLY ACTIVE IN THE FINANCIAL MARKETS IN A PROFESSIONAL MANNER (A "PROFESSIONAL MARKET PARTY" AND/OR "PROFESSIONAL MARKET PARTIES") INVESTING IN SUBJECTS OF INVESTMENT AS DESCRIBED IN ARTICLE 1 OF THE EXEMPTION REGULATION OF 9 OCTOBER 1990 ISSUED PURSUANT TO ARTICLE 14 OF THE INVESTMENT INSTITUTIONS SUPERVISION ACT (WET TOEZICHT BELEGGINGSINSTELLINGEN) OF 27 JUNE 1990, AS AMENDED FROM TIME TO TIME ("INVESTMENT INSTITUTIONS ACT"), AND THE RESPECTIVE ACCOMPANYING MEMORANDA THERETO OF THE MINISTER OF FINANCE OF THE NETHERLANDS. IN THE EVENT OF A SOLICITATION, ACQUISITION OR OFFERING MADE TO OR BY PROFESSIONAL MARKET PARTIES AND THEREFORE EXEMPT FROM THE GENERAL PROHIBITION AS PROVIDED FOR IN THE INVESTMENT INSTITUTIONS ACT, NO SUBSEQUENT OFFERING OF THE SHARES IN A "SECONDARY OFFERING" BY SUCH PROFESSIONAL MARKET PARTIES TO PERSONS OTHER THAN SUCH PROFESSIONAL MARKET PARTIES MAY BE MADE.

NOTICE TO RESIDENTS OF NEW ZEALAND

THIS MEMORANDUM MAY ONLY BE DISTRIBUTED IN NEW ZEALAND TO SELECTED INSTITUTIONAL CLIENTS WHOSE PRINCIPAL BUSINESS IS THE INVESTMENT OF MONEY OR PERSONS WHO, IN THE COURSE OF AND FOR THE PURPOSES OF THEIR BUSINESS, HABITUALLY INVEST MONEY OR WHO ARE OTHERWISE PERSONS TO WHOM THE MAKING OF AN OFFER OF THESE SECURITIES WOULD NOT CONSTITUTE AN OFFER OF SECURITIES TO THE PUBLIC FOR THE PURPOSE OF THE NEW ZEALAND SECURITIES ACT 1978. THIS IS NOT A REGISTERED PROSPECTUS OR INVESTMENT STATEMENT UNDER NEW ZEALAND LAW AND DOES NOT CONSTITUTE AN OFFER OF SECURITIES TO THE PUBLIC FOR THE PURPOSES OF THE NEW ZEALAND SECURITIES ACT.

NOTICE TO RESIDENTS OF THE PHILIPPINES

THESE SHARES HAVE NOT BEEN REGISTERED WITH THE PHILIPPINES SECURITIES & EXCHANGE COMMISSION AND MAY NOT BE SOLD OR OFFERED FOR SALE TO THE PUBLIC IN THE PHILIPPINES.

NOTICE TO RESIDENTS OF SINGAPORE

THE SHARES OF THE FUND MAY NOT BE OFFERED OR SOLD, NOR MAY ANY DOCUMENT OR OTHER MATERIAL IN CONNECTION WITH THE SHARES BE ISSUED, CIRCULATED OR DISTRIBUTED, EITHER DIRECTLY OR INDIRECTLY, TO PERSONS IN SINGAPORE OTHER THAN (1) UNDER CIRCUMSTANCES IN WHICH SUCH OFFER OR SALE DOES NOT CONSTITUTE AN OFFER OR SALE OF THE SHARES TO THE PUBLIC IN SINGAPORE, (2) TO

PERSONS WHOSE ORDINARY BUSINESS IT IS TO BUY AND SELL SHARES OR DEBENTURES, WHETHER AS A PRINCIPAL OR AGENT OR (3) TO THE PUBLIC OR ANY MEMBER OF THE PUBLIC IN SINGAPORE OTHER THAN PURSUANT TO, AND IN ACCORDANCE WITH THE CONDITIONS OF, AN EXEMPTION INVOKED UNDER DIVISION 5A OF PART IV OF THE COMPANIES ACT, CHAPTER 50 OF SINGAPORE AND TO PERSONS TO WHOM THE SHARES MAYBE OFFERED OR SOLD UNDER SUCH EXEMPTION.

NOTICE TO RESIDENTS OF SPAIN

NEITHER THE SHARES NOR THIS MEMORANDUM HAS BEEN REGISTERED WITH THE SPANISH NATIONAL SECURITIES MARKET COMMISSION UNDER THE PROVISIONS OF APPLICABLE LAWS AND REGULATIONS, AND THEREFORE SHARES ARE NOT AVAILABLE FOR PLACEMENT IN SPAIN, WHETHER TO THE PUBLIC OR ON A LIMITED OR RESTRICTED PLACEMENT BASIS, WITHOUT PREJUDICE TO THE RIGHT OF ANY INVESTOR BASED IN SPAIN TO SOLICIT ACTIVELY AN INVESTMENT IN THE FUND IN A DIFFERENT JURISDICTION PURSUANT TO AN OFFER VALIDLY MADE IN SUCH JURISDICTION (AND NOT IN SPAIN) IN ACCORDANCE WITH THE LAWS THEREIN PREVAILING.

NOTICE TO RESIDENTS OF SWEDEN

THE SHARES ARE BEING OFFERED TO A LIMITED NUMBER OF INSTITUTIONAL INVESTORS AND THEREFORE THIS MEMORANDUM HAS NOT BEEN, AND WILL NOT BE, REGISTERED WITH THE SWEDISH FINANCIAL SUPERVISORY AUTHORITY UNDER THE SWEDISH FINANCIAL INSTRUMENTS TRADING ACT (1991:980). FURTHER, NO SINGLE INVESTOR WILL INVEST AN AMOUNT LESS THAN SEK 300,000. ACCORDINGLY, THIS MEMORANDUM MAY NOT BE MADE AVAILABLE, NOR MAY SHARES OTHERWISE BE MARKETED AND OFFERED FOR SALE IN SWEDEN, OTHER THAN IN CIRCUMSTANCES WHICH ARE DEEMED NOT TO BE AN OFFER TO THE PUBLIC IN SWEDEN UNDER THE FINANCIAL INSTRUMENTS TRADING ACT.

NOTICE TO RESIDENTS OF SWITZERLAND

THE FUND HAS NOT BEEN APPROVED BY THE SWISS FEDERAL BANKING COMMISSION AS A FOREIGN COLLECTIVE INVESTMENT SCHEME PURSUANT TO ARTICLE 120 OF THE SWISS COLLECTIVE INVESTMENT SCHEMES ACT OF 23 JUNE 2006 (THE "CISA"). ACCORDINGLY, THE SHARES MAY NOT BE PUBLICLY OFFERED IN OR FROM SWITZERLAND AND NEITHER THIS MEMORANDUM NOR ANY OTHER OFFERING MATERIALS RELATING TO THE SHARES MAY BE MADE AVAILABLE THROUGH A PUBLIC OFFERING IN OR FROM SWITZERLAND. THE SHARES MAY ONLY BE OFFERED AND THIS MEMORANDUM MAY ONLY BE DISTRIBUTED IN OR FROM SWITZERLAND. THE SHARES MAY ONLY BE OFFERED AND THIS MEMORANDUM MAY ONLY BE DISTRIBUTED IN OR FROM SWITZERLAND TO QUALIFIED INVESTORS (AS DEFINED IN THE CISA AND ITS IMPLEMENTING ORDINANCE) AND TO A LIMITED NUMBER OF OTHER OFFEREEES OTHERWISE THAN THROUGH A PUBLIC OFFERING IN OR FROM SWITZERLAND.

NOTICE TO RESIDENTS OF TAIWAN

THIS IS NOT AN OFFER, NOR IS IT INTENDED TO BE MARKETED, IN THE REPUBLIC OF CHINA.

NOTICE TO RESIDENTS OF THE UNITED KINGDOM

THE FUND WILL BE AN UNREGULATED COLLECTIVE INVESTMENT SCHEME FOR THE PURPOSES OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 ("ACT") AND DISTRIBUTION OF THE MEMORANDUM WILL BE RESTRICTED BY SECTIONS 21 AND 238 OF THE ACT. IN ADDITION, THE MEMORANDUM HAS NOT BEEN APPROVED BY AN AUTHORIZED PERSON (AS DEFINED BELOW) FOR THE PURPOSES OF SECTION 21(2)(B) OF THE ACT.

ACCORDINGLY, THE MEMORANDUM WILL ONLY BE DISTRIBUTED IN THE UNITED KINGDOM BY:

- (I) PERSONS WHO ARE AUTHORIZED UNDER THE ACT ("AUTHORIZED PERSONS") TO PERSONS WHO, AND IN CIRCUMSTANCES WHICH, FALL WITHIN THE EXEMPTIONS CONTAINED IN THE FINANCIAL SERVICES AND MARKETS ACT 2000 (PROMOTION OF COLLECTIVE INVESTMENT SCHEMES) (EXEMPTIONS) ORDER 2001, MADE UNDER SECTION 238(6) OF THE ACT, OR TO PERSONS WHO FALL WITHIN ANNEX 5 OF CHAPTER 3 OF THE FINANCIAL SERVICES AUTHORITY'S CONDUCT OF BUSINESS RULES OR TO WHOM AN UNREGULATED COLLECTIVE SCHEME MAY OTHERWISE LAWFULLY BE DISTRIBUTED; AND
- (II) PERSONS WHO ARE NOT AUTHORIZED PERSONS TO PERSONS WHO FALL WITHIN THE EXEMPTIONS OR THE CIRCUMSTANCES CONTAINED IN THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2001.

ANY OTHER DISTRIBUTION OF THE MEMORANDUM IN THE UNITED KINGDOM IS UNAUTHORIZED AND ANY PERSONS RECEIVING THE MEMORANDUM AND NOT FALLING WITHIN THE ABOVE EXEMPTIONS MAY NOT RELY ON ITS CONTENTS.

NOTICE TO CERTAIN RESIDENTS OF THE UNITED STATES OF AMERICA

FOR FLORIDA INVESTORS:

THE SHARES HAVE NOT BEEN REGISTERED UNDER THE FLORIDA SECURITIES ACT. IF SALES ARE MADE TO FIVE (5) OR MORE INVESTORS IN FLORIDA, ANY FLORIDA INVESTOR MAY, AT HIS OPTION, VOID ANY PURCHASE HEREUNDER WITHIN A PERIOD OF THREE (3) DAYS AFTER HE (A) FIRST TENDERS OR PAYS TO THE FUND, AN AGENT OF THE FUND OR AN ESCROW AGENT THE CONSIDERATION REQUIRED HEREUNDER OR (B) DELIVERS HIS EXECUTED SUBSCRIPTION AGREEMENT, WHICHEVER OCCURS LATER. TO ACCOMPLISH THIS, IT IS SUFFICIENT FOR A FLORIDA INVESTOR TO SEND A LETTER OR TELEGRAM TO THE FUND WITHIN SUCH THREE (3) DAY PERIOD, STATING THAT HE IS VOIDING AND RESCINDING THE PURCHASE. IF AN INVESTOR SENDS A LETTER, IT IS PRUDENT TO DO SO BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO INSURE THAT THE LETTER IS RECEIVED AND TO EVIDENCE THE TIME OF MAILING.

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FOR INVESTORS IN OTHER STATES:

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT REDEMPTION, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. SUBJECT TO LIMITED REDEMPTION RIGHTS DESCRIBED HEREIN, INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.