

- Confidential -



# Gottham Fund

**GOTTHAM FUND PCC LIMITED**

**A Gibraltar Experienced Investor Fund**

**PRIVATE PLACEMENT MEMORANDUM  
PART A**

**[ ] March 2018**

**ISSUE 6**



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This private placement memorandum issued on the [ ] March 2018 (first issued on 7<sup>th</sup> November 2011 and updated and re-issued on 19<sup>th</sup> April 2012 and on 2<sup>nd</sup> June 2017) which contains certain information about Gotham Fund PCC Limited (the “Fund” and/or the “Company”) invites selected individuals or entities to apply for subscription to Participation Shares of the Fund. This document may not be reproduced.

The distribution of this document and the offering of the Participation Shares in certain jurisdictions may be restricted. Accordingly this document may not be used for the purpose of and does not constitute, an offer or solicitation by anyone in any jurisdiction or in any circumstances in which such solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

The Directors of the Fund have taken all reasonable care to ensure that the facts stated in this document are true and accurate in all material respects, and that there are no other facts the omission of which would make misleading any statement in the document, whether of facts or of opinion. The Directors accept responsibility accordingly.

THIS FUND HAS BEEN ESTABLISHED IN GIBRALTAR AS AN EXPERIENCED INVESTOR FUND. IT IS SUITABLE ONLY FOR THOSE WHO FALL WITHIN THE DEFINITION OF “EXPERIENCED INVESTOR” CONTAINED IN THE FINANCIAL SERVICES (EXPERIENCED INVESTOR FUNDS) REGULATIONS 2012.

REQUIREMENTS WHICH MAY BE DEEMED NECESSARY FOR THE PROTECTION OF RETAIL OR NON-EXPERIENCED INVESTORS, DO NOT APPLY TO EXPERIENCED INVESTOR FUNDS. BY ACKNOWLEDGING THIS STATEMENT YOU ARE EXPRESSLY AGREEING THAT YOU FALL WITHIN THE DEFINITION OF AN “EXPERIENCED INVESTOR” AND ACCEPT THE REDUCED REQUIREMENTS ACCORDINGLY.

YOU ARE WHOLLY RESPONSIBLE FOR ENSURING THAT ALL ASPECTS OF THIS FUND ARE ACCEPTABLE TO YOU. INVESTMENT IN EXPERIENCED INVESTOR FUNDS MAY INVOLVE SPECIAL RISKS THAT COULD LEAD TO A LOSS OF ALL OR A SUBSTANTIAL PORTION OF SUCH INVESTMENT. UNLESS YOU FULLY UNDERSTAND AND ACCEPT THE NATURE OF THIS FUND AND THE POTENTIAL RISKS INHERENT IN THIS FUND YOU SHOULD NOT INVEST IN THIS FUND.

FURTHER INFORMATION IN RELATION TO THE REGULATORY TREATMENT OF EXPERIENCED INVESTOR FUNDS IN GIBRALTAR MAY BE OBTAINED FROM THE GIBRALTAR FINANCIAL SERVICES COMMISSIONER.

No person is authorised to issue any advertisement, give any information or make any representation in connection with the offering, subscription or sale of Participation Shares if it is not contained in this document. Any advertisement so issued or information or representation not so contained must not be relied upon as having been authorised by or on behalf of the Fund. The delivery of this document at any time and the allocation of Participation Shares do not imply that information contained in this document is correct at any time subsequent to its date.

Persons into whose possession this private placement memorandum comes are required by the Fund to inform themselves about and to observe any such restrictions. This private placement memorandum does not constitute, and may not be used for the purpose of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation. Participation Shares will not be offered to the general public.

**THE SHARES OF THE FUND HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 AS AMENDED (THE “SECURITIES ACT”) AND THE FUND HAS NOT BEEN REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940 AS AMENDED**

**(TOGETHER WITH THE SECURITIES ACT, THE “ACTS”). SHARES MAY NOT BE AND WILL NOT BE OFFERED FOR SALE OR SOLD, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, IN THE “UNITED STATES” OR TO A “U.S. PERSON” (BOTH AS DEFINED UNDER REGULATIONS OF THE SECURITIES ACT), EXCEPT IN A TRANSACTION WHICH DOES NOT VIOLATE THE ACTS.**

Prospective investors should not construe the contents of this private placement memorandum as legal, tax or financial advice. The Fund’s assets and portfolio are subject to normal market fluctuations as well as the risks inherent in the investment instruments and assets described below and there can be no assurance that appreciation of the Fund’s assets will occur or that losses will not be realised. Consequently, the value of Participation Shares may be subject to volatile movements and may fall as well as rise. Investment in Participation Shares should be considered speculative and suitable only for persons who can assume the risk of loss. Each prospective investor should consult his own professional advisers as to (a) the legal requirements within the country of his residence for the purchase, holding or disposal of participation shares, (b) any foreign exchange restrictions that may be relevant to him and the income and other tax consequences that may be relevant to the purchase, holding or disposal of participation shares in the Fund.

This private placement memorandum is intended solely for the person to whom it has been delivered by the Fund for the purpose of evaluating a possible investment by the recipient in the Participation Shares, and it is not to be reproduced or distributed to any other persons (other than professional advisers of the prospective investor receiving this document from the Fund).

The value of any investment can go down as well as up and no representation is made as to any return that investors will earn on their investment in the Fund.

## FORWARD LOOKING STATEMENTS

Certain statements in the private placement memorandum constitute “forward-looking statements”. When used in this private placement memorandum or in any marketing material, the words “project,” “anticipate,” “believe,” “estimate,” “expect,” and similar expressions are generally intended to identify forward-looking statements. Such forward-looking statements, including the intended actions and performance objectives for the Fund, involve known and unknown risks, uncertainties and other important factors that could cause the actual results, performance or achievements of the Fund to differ materially from any future results, performance or achievements expressed or implied by such forward-looking statements. All forward-looking statements in this private placement memorandum or in any marketing material speak only as of the date hereof. The Fund and the Board of Directors expressly disclaim any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein to reflect any change in its expectation with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

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## DIRECTORY

<b>NAME OF FUND:</b>	<b>GOTTHAM FUND PCC LIMITED</b>
<b>REGISTERED OFFICE:</b>	Suite 207 Neptune House, Marina Bay, GX11 1AA Gibraltar.
<b>DATE OF INCORPORATION:</b>	21 <sup>st</sup> September 2011
<b>COMPANY NUMBER:</b>	106602
<b>DIRECTORS:</b>	<b>RALF HUBER</b> Suite 4, 10 <sup>th</sup> Floor, International Commercial Centre, 2A Main Street, Gibraltar.  <b>JAMES LASRY</b> 57/63 Line Wall Road, Gibraltar.  <b>TIMOTHY STREATFEILD-JAMES</b> Mezzanine Flat, Gardiners House, 23 Gardiners Road, Gibraltar.  <b>HUBER &amp; CO LIMITED</b> Unit D, The Tower, Marina Bay, Gibraltar
<b>ADMINISTRATOR:</b>	<b>HELVETIC FUND ADMINISTRATION LIMITED</b> Suite 209 Neptune House, Marina Bay, Gibraltar.
<b>COMPANY SECRETARY:</b>	<b>DICORP LIMITED</b> Suite 207 Neptune House, Marina Bay, Gibraltar.
<b>CUSTODIAN:</b>	<b>LOMBARD ODIER &amp; CIE SA</b> 11, rue de la Corraterie, 1204, Geneva Switzerland.
<b>AUDITOR:</b>	<b>EY LIMITED</b> Regal House, PO Box 191, Gibraltar.
<b>LEGAL ADVISORS</b>	<b>HASSANS INTERNATIONAL LAW FIRM</b> 57/63 Line Wall Road, Gibraltar.

## PART A

Gottham Fund PCC Limited (the “Fund”) is a Gibraltar Experienced Investor Fund established as a protected cell company which allows for the establishment of multiple cells (“Cells”). The Fund with respect to each Cell will make its own investments which will be statutorily segregated from the investments and assets of other Cells.

This private placement memorandum (“PPM”) is divided into two sections; Part A contains particulars relating to the general functioning of Gottham Fund PCC Limited and Part B is specific to the functioning of each Cell of Gottham Fund PCC Limited.

The details set out in this Part A form part of this PPM issued on [ ] March 2018 and must be read together with Part B of this PPM.



## I. SUMMARY OF TERMS

This summary of terms should be read in conjunction with, and is qualified in its entirety by, reference to the information appearing in the main text of the private placement memorandum and the documents described in both Part A and Part B.

<b>THE FUND</b>	Gottham Fund PCC Limited is a protected cell investment company incorporated in Gibraltar on the 21 <sup>st</sup> September 2011 with registration number 106602. The Fund's legal status as a protected cell company means that the Directors may create separate classes of shares with differing investment objectives to which specific assets and liabilities are attributed (each a "Cell").
<b>THE CELLS</b>	Each Cell shall constitute a separate class of shares under the Protected Cell Companies Act 2001 (the "PCC Act") of Gibraltar. Specific information relating to each Cell is detailed in Part B of this private placement memorandum.
<b>INVESTMENT OBJECTIVES</b>	The investment objective and policy of each Cell is detailed in Part B of this private placement memorandum under the relevant section.
<b>SUBSCRIPTIONS</b>	The Fund is offering redeemable preference shares (the "Participation Shares") for subscription to each Cell as set out in Part B of this private placement memorandum. The Board of Directors, in their sole and absolute discretion, reserve the right to vary any of the subscription requirements of the Fund.
<b>REDEMPTIONS</b>	The terms under which Participation Shares may be redeemed with respect of the Cell to which they relate are set out in Part B of this private placement memorandum. The Board of Directors, in their sole and absolute discretion, reserve the right to vary any of the redemption requirements of the Fund.
<b>DIVIDENDS</b>	The dividend policy of each individual Cell is set out in Part B of this private placement memorandum.
<b>ELIGIBLE INVESTORS</b>	Participation Shares may be subscribed to only by experienced investors as defined under the Financial Services (Experienced Investor Funds) Regulations 2012. Experienced Investors are generally: <ul style="list-style-type: none"><li>(i) a participant whose business or profession includes dealing with investments; or</li><li>(ii) a participant who has a net worth in excess of €1,000,000, or joint net worth in excess of €1,000,000 with their spouse; or</li><li>(iii) a participant who has a current aggregate of €100,000 invested in one or more experienced investor funds; or</li><li>(iv) a participant who invests a minimum of €50,000 in an experienced investor fund and who has been advised by a Professional Adviser to invest in the fund and the</li></ul>

fund's administrator has received confirmation of such advice; or

- (v) a participant who invests a minimum of €100,000 or its equivalent in one or more experienced investor funds, including this Fund ; or
- (vi) a participant who is a professional client, as defined under the Financial Services (Markets In Financial Instruments) Act 2006; or
- (vii) a participant in a fund that has re-domiciled to Gibraltar where the Financial Services Commission of Gibraltar has permitted the inclusion of such participant either in respect of a specific fund or generally in respect of funds or a category of funds from a certain jurisdiction.

Notwithstanding the above, Participation Shares may generally not be subscribed to by U.S. Persons

#### **BOARD OF DIRECTORS**

Ralf Huber, James Lasry, Timothy Streatfeild-James and Huber & Co Limited (the "Directors" and/or the "Board of Directors" and/or the "Board") have each accepted the office of director of the Fund pursuant to the terms of directors service agreements (the "Director Service Agreement(s)") dated 7<sup>th</sup> November 2011 respectively (10 January 2018 in respect of Huber & Co Limited).

#### **ADMINISTRATOR**

The Fund has appointed Helvetic Fund Administration Limited as administrator (the "Administrator") to the Fund pursuant to the terms of an administration agreement (the "Administration Agreement") dated 7<sup>th</sup> November 2011.

#### **COMPANY SECRETARY**

The Fund has appointed Dicorp Limited as company secretary (the "Company Secretary") to the Fund pursuant to the terms of a company secretarial agreement (the "Company Secretarial Agreement") dated 7<sup>th</sup> November 2011.

#### **CUSTODIAN**

The Fund has appointed Banque Lombard Odier & Cie SA ("LO&C") as custodian (the "Custodian") to the Fund pursuant to the terms of a custodian agreement (the "Custodian Agreement") dated [ ] 2018.

#### **AUDITOR**

The Fund has appointed EY Limited as auditor (the "Auditor") of the Fund under the terms and conditions of EY's engagement letter.

#### **MATERIAL CHANGES TO THE FUND**

This private placement memorandum may be amended and any material change will be notified to the Gibraltar Financial Services Commission within 20 Business Days of the material change taking place. Neither the delivery of this document, nor the offer, issue or sale of Participation Shares in the Fund shall under any circumstances constitute a representation that the affairs of the Fund have not changed since the date of this private placement memorandum.

The Directors take the view that a Material Change constitutes a change to any material aspect of the Fund or the Fund with respect to a specific cell which would potentially have a significant impact on Investors.

## **FEES AND EXPENSES**

### ***Initial Organisational Costs***

Initial organisation costs (the “Initial Organisational Costs”) did not exceed €50,000 and have been paid by the Fund and will be amortised over a period of 60 months from the commencement of investment activity.

It is important to note that under International Financial Reporting Standards the amortisation of such costs are not allowed and such costs should be expensed in full in the audited financial statements of the Fund in order for the financial statements to be prepared in accordance with IFRS. The Directors acknowledge that amortising such costs are in line with industry practice.

The Initial Organisational Costs will be split between each individual cell pro-rata based on their net assets or otherwise as the Board of Directors, in their sole and absolute discretion, determine.

### ***Fees of the Directors***

The Fund will pay directors fees (the “Directors Fees”) to Ralf Huber, James Lasry, Timothy Streatfeild-James and Huber & Co Limited as set out in Part B of this private placement memorandum.

Disbursements and “out of pocket expenses” such as telecommunication, facsimile and mail costs are charged separately.

### ***Fees of the Administrator***

The Fund with respect of each Cell will pay Helvetic Fund Administration Limited, as the Administrator of the Fund, an administration fee (the “Administration Fee”) as set out in Part B of this private placement memorandum.

A set-up fee of €5,000 was paid to Helvetic Fund Administration Limited upon launch of the Fund. This set-up fee will be split between each Cell pro-rata based on their net assets or otherwise as the Board of Directors may, in their absolute discretion, determine.

Disbursements and “out of pocket expenses” such as telecommunication, facsimile and mail costs are charged separately.

### ***Fees of the Company Secretary***

The Fund will pay Dicorp Limited, as Company Secretary, the following fees:

- (a) A fee of €3,000 per annum for acting as the Company Secretary and undertaking up to 25 hours corporate administration work per annum.
- (b) A fee of £1,000 per annum for provision of a registered office including preparation of the Company's annual return.
- (c) Any additional secretarial work not within the scope of the duties or in addition to the 25 hours covered by the fee above will be charged on a time spent basis. Before any such work is undertaken by the Company Secretary, the Company Secretary will agree the scope of the work and fees with the Fund.

(the "Company Secretarial Fee"):

The Company Secretarial Fee will be split between each Cell pro-rata based on their net assets or otherwise as the Board of Directors may, in their absolute discretion, determine and will be accrued at each Valuation Day and paid annually in advance.

Disbursements and "out of pocket expenses" such as telecommunication, facsimile and mail costs are charged separately.

### ***Custodian Fees***

The Fund will pay Banque Lombard Odier & Cie SA("LO&C"), as Custodian, a fee as disclosed in Part B of this private placement memorandum.

Disbursements and "out of pocket expenses" such as telecommunication, facsimile and mail costs are charged separately.

### ***Fees of the Broker and Transactional Costs***

The Fund, in respect of each Cell, will use the services of the Custodian to execute some of, and clear all of, its transactions and to carry its account. Each Cell will pay the Custodian brokerage fees at agreed commercial rates.

### ***Legal, Audit and Other Expenses***

The Fund will pay its own legal, audit and other expenses. These are estimated not to exceed €50,000 per annum. These expenses will be split between each individual Cell pro-rata based on their net assets or otherwise as the directors may, in their absolute discretion determine.

### ***Subscription and Redemption Fees***

Details of any subscription fees (“Subscription Fee(s)”) and/or redemption fees (“Redemption Fee(s)”) with respect to each Cell are disclosed in Part B of this private placement memorandum. Any Subscription Fee and/or Redemption Fee may be retained by the Fund or split with any broker or other introducer introducing investors to the Fund.

The Directors may negotiate and receive rebates of commission in respect of each brokerage transaction and other banking charges. Any rebates shall be for the benefit of the Fund and the relevant Cell.

## II. DEFINITIONS

<b>“Assets Under Management” and/or “AUM”</b>	gross value of assets under management.
<b>"Business Day"</b>	any day, other than a Saturday or Sunday that is not a public holiday or a day on which banks are generally authorised or obliged by law or regulation to close in Gibraltar.
<b>"Board of Directors" and/or “Board and/or “Directors”</b>	the board of directors of the Fund, as it shall comprise of from time to time.
<b>“Cell”</b>	a segregated portfolio of assets within the Fund constituted by a class of Participation Shares.
<b>“Euros” and/or“€”</b>	the lawful currency of the participating member states of the European Union which have adopted the single currency in accordance with the EC Treaty of Rome dated 25 <sup>th</sup> March 1957 (as amended by the Maastricht Treaty dated 7 <sup>th</sup> February 1992).
<b>"Financial Services Commission" and/or "FSC"</b>	the Financial Services Commission, Gibraltar.
<b>“Financial Year End”</b>	the 31 <sup>st</sup> of December each year.
<b>"Fund"</b>	Gottham Fund PCC Limited, a Gibraltar protected cell company established as an Experienced Investor Fund pursuant to the Financial Services (Experienced Investor Fund) Regulations 2012.
<b>"GBP" or "£"</b>	the lawful currency of the United Kingdom.
<b>“Investor”</b>	any individual who subscribes to a Participation Share in the Fund.
<b>“Material Change”</b>	a change to any material aspect of the Fund or the Fund with respect to a specific cell which would potentially have a significant impact on Investors.
<b>"Net Asset Value"</b>	the net asset value of the Cell as defined and determined in accordance with the section on Net Asset Valuations in this private placement memorandum.

<b>"Net Asset Value per Share"</b>	the Net Asset Value per Participation Share of the Cell as defined and determined in accordance with the section on Net Asset Valuations in Part B of this private placement memorandum.
<b>"Nominal Shares"</b>	the Shares in the Fund to be issued by the Directors as nominal shares pursuant to the Articles of Association of the Fund.
<b>"Ordinary Shareholder(s)"</b>	the members registered as the holders of Ordinary Shares in the Fund.
<b>"Ordinary Shares"</b>	the Shares in the Fund to be issued by the Directors as ordinary shares pursuant to the Articles of Association of the Fund. Ordinary Shares carry an entitlement to vote at meetings of the Fund.
<b>"Participation Shares"</b>	the Shares in the Fund to be issued by the Directors as redeemable preference shares pursuant to the Articles of Association of the Fund and termed a Participation Share.
<b>"PCC Act"</b>	the Protected Cell Companies Act 2001 of Gibraltar.
<b>"Professional Advisor"</b>	a person who is authorised or entitled in the European Economic Area, or in such other jurisdiction that is in the opinion of the FSC regulated under and in accordance with a legislative and regulatory regime that provides at least equivalent protection to that of the legislative and regulatory regime in Gibraltar, to provide investment advice by way of business in respect of collective investment schemes.
<b>"Redemption Day"</b>	in respect of redemptions for each individual Cell, the day on which Participation Shares are able to be redeemed. The Board of Directors reserve the right, in their sole and absolute discretion, to determine any other date as being a Redemption Day.
<b>"Redemption Fee"</b>	the fee, if any, charged to investors when they redeem Participation

	Shares, details of which are set out in Part B of the private placement memorandum.
<b>"Redemption Notice"</b>	a notice served by a Investor on the Fund to redeem Participation Shares as detailed in Part B of this private placement memorandum.
<b>"Share"</b>	any class of share issued by the Fund.
<b>"Subscription Amount"</b>	in respect of each Participation Share the amount paid by an Investor to acquire such share (less any Subscription Fee).
<b>"Subscription Day"</b>	in respect of Subscriptions, the day on which Participation Shares are available for subscription. The Board of Directors reserve the right, in their sole and absolute discretion, to determine any other date as being the Subscription Day.
<b>"Subscription Fee"</b>	the fee, if any, charged to investors when they subscribe for Participation Fees in the Fund, details of which are set out in Part B of this private placement memorandum.
<b>"Valuation Day"</b>	in relation to each Cell, the day on which Participation Shares are to be valued as detailed in Part B of this private placement memorandum. The Board of Directors reserve the right, in their sole and absolute discretion to determine any other date as being the Valuation Day.



### **III. THE FUND**

Gottham Fund PCC Limited was incorporated on 21<sup>st</sup> September 2011 under the laws of Gibraltar as a private protected cell investment company with registration number 106602. It has its registered office and its principal business office at Suite 207 Neptune House, Marina Bay, Gibraltar.

#### **1. INVESTMENT OBJECTIVES, STRATEGY AND POLICY**

The investment objective, strategy and policy of each Cell are detailed in Part B of this private placement memorandum as relates to each specific cell.

The Directors may create new Cells with other investment objectives, through different cells, on terms to be disclosed at that time.

The investment guidelines and restrictions of each Cell are detailed in Part B of this private placement memorandum as relates to each specific cell.

The Directors may create new Cells with other investment guidelines and restrictions, through different cells, on terms to be disclosed at that time.

#### **2. PROTECTED CELL COMPANY**

The Fund is a protected cell company for the purposes of the Protected Cell Companies Act 2001 (the “PCC Act 2001”) which means that under Gibraltar law the Directors may create separate classes of shares (each, a “Cell”) with differing investment objectives and investment strategies and to which specific assets and liabilities are attributed.

## IV. MANAGEMENT

### 1. BOARD OF DIRECTORS

The Fund is self-managed by its Board of Directors. The Directors have overall authority over, and responsibility for, the operations and management of the Fund and each Cell, pursuant to the terms of Directors Service Agreements between each of Ralf Huber, James Lasry and Timothy Streatfeild-James and the Fund dated 7<sup>th</sup> November 2011 and between Huber & Co Limited and the Fund dated 10 January 2018. The Directors are required to ensure compliance by the Fund with all laws and regulations that are applicable to it.

The Board of Directors will meet at least every quarter to review the investment and administrative affairs of the Fund.

The members of the Board of Directors are elected by the holders of the majority (in nominal value) of the Ordinary Shares of the Fund by an ordinary resolution to serve for an indefinite term. The Directors also have the power to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors. The members of the Board of Directors will serve until their resignation, incapacity, death or removal. Directors may only be removed from office by extraordinary resolution of the holders of the majority of the Ordinary Shares, as described in the Articles.

Currently, the Board of Directors is comprised of the following:

#### **RALF HUBER**

Ralf Huber was born in Geneva and was educated in Switzerland. From 1984 until 1987 Ralf worked as a foreign exchange dealer at several international banks in Switzerland and Great Britain. Between 1988 and 1997 Ralf worked as a foreign exchange dealer, bond trader and in 1993 as a private clients' portfolio manager at Bank Kleinwort Benson Geneva. In 1997, Ralf decided to create his own independent investment management company which is still in service and very successful.

#### **JAMES LASRY**

James is a partner of Hassans International Law Firm, Gibraltar and has been a noted figure in the initiation and development of Gibraltar's fund industry. James specialises in funds, trusts, corporate law and financial services; he has advised the government of Gibraltar on the regulatory and the tax treatment of investment funds and also assisted in drafting the Financial Services (Experienced Investor Funds) Regulations 2005. James has advised the majority of Gibraltar's funds, including the first Experienced Investor Fund and the first Protected Cell Company fund. James is a graduate of Johns Hopkins and Bar-Ilan universities, a member of the Law Society of England & Wales, the Israel Bar Association and the Gibraltar Bar. James is licensed by the Financial Services Commission to act as director of Experienced Investor Funds in Gibraltar.

#### **TIMOTHY STREATFEILD-JAMES**

Tim has worked for the Barclays group for over 25 years at senior and board level positions. Tim trained in London having joined the Barclay's graduate training programme, although much of his career was spent overseas in Vanuatu, Korea, Cayman Islands, Kenya, Zambia, South Africa and lastly Gibraltar where he was the Country Manager. Tim is a corporate and credit risk specialist by training. Tim set-up his own business on leaving Barclays, Riara Consultants Ltd, which focuses on developing business within the Gibraltar Finance Centre context. Through Riara Consultants Ltd, Tim is involved with a wide range of clients mainly in the financial sectors including project finance but also in shipping and IT. Tim is licenced by the Gibraltar Financial Service Commission to provide directorships to Gibraltar Experienced Investor Funds, and is also the Chairman of Lemma Insurance

Europe Ltd and a non-executive director of IDT Finance Limited, a specialist Gibraltar based Bank. Tim has served on the Gibraltar Government's Business and advisory council since 2006. Tim is licensed by the Financial Services Commission to act as director of Experienced Investor Funds in Gibraltar.

## **HUBER & CO LIMITED**

Huber & Co Limited is a Gibraltar company which is authorised under the Financial Services (Markets in Financial Instruments) Act 2006 to offer investment services falling within the Markets in Financial Instruments Directive) or the Financial Services (Investment and Fiduciary Services) Act 1989.

Huber & Co Limited was incorporated on the 8<sup>th</sup> September 2009 with company number 102937. It was authorised in April 2010 by the Gibraltar Financial Services Commission as a Category 3 investment manager, licence No: FSC1091B.

## **2. ADMINISTRATOR**

The Fund has appointed Helvetic Fund Administration Limited as the administrator of the Fund. Helvetic Fund Administration Limited was incorporated in Gibraltar on 22<sup>nd</sup> January 1998. The Administrator's registration number is 63803. It's registered office and operating address is at Suite 209 Neptune House, Marina Bay, Gibraltar. Helvetic Fund Administrator are licensed as Collective Investment Scheme Administrators under the Financial Services (Collective Investment Schemes) Act 2011.

Pursuant to an Administration Agreement dated on 7<sup>th</sup> November 2011 between the Administrator and the Fund, the Administrator will be responsible, among other things, for the following matters, under the general supervision of the Board:

- Communicating with Investors;
- Maintaining the Fund's share register in coordination with the Company Secretary;
- Processing subscriptions and redemptions;
- Maintaining the Fund's financial and accounting records;
- Calculating the Net Asset Values;
- Preparing accounting records;
- Arranging for the provision of accounting, clerical and administrative services.

The Fund may remove the Administrator in accordance with the terms of the Administration Agreement.

## **3. COMPANY SECRETARY**

The Fund has appointed Dicorp Limited as Company Secretary pursuant to the terms of a Secretarial Services Agreement dated on 7<sup>th</sup> November 2011. Dicorp Limited was incorporated in Gibraltar on the 8<sup>th</sup> November 2001. Its registration number is 83031. It's registered office and operating address is at Suite 207 Neptune House, Marina Bay, Gibraltar. Dicorp Limited are licensed as Company Managers under the Financial Services (Investment and Fiduciary Services) Act 1989.

The Company Secretary may be removed in accordance with the terms of the Secretarial Services Agreement.

#### **4. CUSTODIAN**

The Fund has appointed Banque Lombard Odier & Cie SA (the “LO&C”) as its custodian pursuant to a Custodian Agreement dated [ ] 2018. LO&C was incorporated in Switzerland, its registration number is CHE-105.927.761. It’s registered office and operating address is at 11, rue de la Corraterie, 1204 Geneva, Switzerland. LO&C is a bank that is supervised by the Swiss Financial Market Supervisory Authority FINMA.

LO&C will provide Safe Custody services to the Fund subject to the terms of the Custodian Agreement. According to the Custodian Agreement, LO&C as a Custodian shall only be liable for the safekeeping of the Fund’s assets held by it and will have no other duties or responsibilities relating to the Fund. The Custodian will not act as sponsor, promoter, director(s), adviser, or administrator. The Custodian agreement makes no provision for other services provided to the Fund.

In addition to the custodian services mentioned in this Agreement, LO&C may provide other banking facilities to the Fund, such as but not limited to, the placement of cash in bank deposits, brokerage services, foreign exchange dealings and securities lending facilities. However, such other banking facilities, if offered by LO&C, will not be regulated by the Custodian Agreement and will be regulated by the Account Opening Documents (hereinafter “AOD”) of LO&C or by specific agreement(s) entered into between LO&C and the Fund.

The Custodian shall not supervise, control or assume any responsibility for the activities of the directors, the Fund, the Administrator or any other services provider to the Fund. The Custodian will not monitor the investment management activities or investment strategies of the Fund nor compliance of investments with the Memorandum, the Fund’s investment policy, restrictions or other investment guidelines applicable to the assets of the Fund. The Custodian will not be involved in the management, administration or Net Asset Value calculation of the Fund, nor will it monitor compliance with the Memorandum of such valuation or of the net asset value calculation of the Fund’s shares or of the calculation of the prices at which any shares of the Fund are allotted, issued or redeemed. Potential investors should not rely upon the Custodian in deciding whether or not to invest in the Fund.

Under the Custodian Agreement, the Fund will indemnify and hold the Custodian harmless against all actions, proceedings, claims, costs, charges, demands, outstanding liabilities or commitments which may be incurred by the Custodian in connection with the performance of its obligations unless the action, proceeding, claim, cost, charge, demand, outstanding liability or commitment was in connection with the fraud, wilful default or breach of the contractual obligations of the Custodian.

The Custodian shall be entitled to have recourse to the assets of one cell of the Fund, including the right to sell or otherwise dispose of the assets of the cell of the Fund held by the Custodian, and appropriate all or part of the cash proceeds thereof with a view to meeting and discharging the cost of any indemnity to which it is entitled under the provisions of the Custodian Agreement or at law or otherwise. The right to sell or dispose of assets shall be limited to assets within individual cells”

#### **5. AUDITOR**

The Fund has appointed EY Limited as auditor (the “Auditor”) of the Fund under the terms of an engagement letter dated 28 November 2016. EY Limited is approved under Financial Services (Auditors) Act 2009 to act as auditors. EY Limited will remain the Fund’s auditor unless the arrangement is terminated by either EY Limited or the Fund. The Directors may fill any casual vacancy in the office of Auditors but while any such vacancy continues the surviving or continuing Auditors if any may act.

## **6. BROKERS**

The Fund may appoint brokers through which it will transact its trades. Agreements will be entered into on the Brokers' standard terms and conditions of appointment and the Fund will be able to remove the Broker in accordance with such agreements.

## **7. LEGAL COUNSEL**

The Fund has appointed Hassans International Law Firm ("Hassans") as Gibraltar legal counsel to the Fund. Hassans is a Gibraltar law firm which was established in 1939 by Sir Joshua A Hassan QC who also served as Chief Minister of Gibraltar for over 30 years. The partners and associates of Hassans International Law Firm are authorised to practice Gibraltar law by the Supreme Court of Gibraltar under the Supreme Court Act 1960.

## V. GENERAL RISK FACTORS

Investors who invest in Participation Shares of the Fund will be exposed to certain general risks associated with investing in a Gibraltar Experienced Investor Fund. Investors into any Cell of the Fund will be exposed to the same general risks.

Specific risk factors associated with the underlying investments made by each specific Cell are set out in Part B of this private placement memorandum.

Investors will not have an opportunity to select or value any of the investments of each Cell. All Cell investments will be selected by the Directors or their advisers as described in the investment objectives, strategies and policies of each Cell and as set-out in Part B of this private placement memorandum. The likelihood that investors will realize income or gain will depend on the skill and expertise of the Directors and/or any Investment Manager and/or Investment Advisor and the legal structure and operations it has created.

At any point in time, the Participation Shares may be worth less than the price paid for them. Investment in Participation Shares is intended only for, and limited to, the professional or sophisticated investor who can afford the risks inherent in this type of investment.

There may be a change in government regulation or policies which materially adversely affects the Fund's activities. This is true with respect both to the regulation and policies of the Government of Gibraltar as well as that of the governments of any countries where the Fund invests.

There is no assurance that the investment objectives of the Fund or of each respective Cell will be achieved.

Prospective investors are recommended to review this private placement memorandum in its entirety before deciding whether to invest in Participation Shares and should specifically consider the following general risks together with the specific ones associated with each Cell detailed in Part B of this private placement memorandum:

**Investment in the Fund.** The Shares of the Fund have not been registered, listed or admitted to trade on any stock exchange nor is any such registration, admission or listing currently being contemplated.

**Exchange Rate.** The Fund accepts subscriptions, pays redemptions and computes its Net Asset Values in the base currency of each Cell. However, many or all of the Fund's investments may be in instruments denominated in currencies other than in the base currency of the Cell. Accordingly, currency exchange rates are expected to play an important role in the Fund's return to investors. A change in the value of currencies against the base currency of a Cell will result in a corresponding change in base currency value of the Fund's assets denominated in these currencies.

**Regulatory Supervision.** The Fund and its Administrator are subject to the authority of the FSC, but the Fund's investments are not monitored or supervised by the FSC or any other regulatory body (although if the Fund shall invest in listed companies such companies may be regulated by the local regulators). As an Experienced Investor Fund, the Fund will provide annual audited accounts to the FSC and will comply with the relevant regulatory regime, details of which can be found at the FSC's website: [www.fsc.gi](http://www.fsc.gi).

**Taxation.** The Board of Directors will attempt to structure the Fund in a manner that is tax efficient. However, there can be no assurance that such structure will be tax efficient in general or for any particular investor or that any particular tax result will be achieved. In general, tax laws, treaties, rules and procedures are extremely complex and are subject to changes on a frequent basis, which in some cases may reduce existing tax benefits, and may also have a retroactive effect. Accordingly,

each potential investor is urged to consult his, her or its own tax advisor regarding the applicability, effects and implications of the various tax laws with respect to the potential investor.

U.S. investors who are eligible to invest in the Fund (see Investors' Suitability for more details) should be aware that the Fund may be treated as a "passive foreign investment company" for U.S. federal income tax purposes and that they may be subject to adverse tax consequences. Potential U.S. purchasers should consult their own tax advisers regarding the potential tax consequences of an investment in the Participation Shares.

**U.S. FATCA (U.S. Foreign Account Tax Compliance Act).** On 8 May 2014 Gibraltar signed an Intergovernmental Agreement ("IGA") with the U.S. to improve international tax compliance and to implement the Foreign Account Tax Compliance Act ("FATCA").

Gibraltar legislation needs to be enacted in order for FATCA requirements to become binding in Gibraltar under the agreed Model 1 IGA. Once the Model 1 IGA is in place, it will allow relevant non-US Financial Institutions ("Foreign Financial Institutions" or "FFIs") to provide account and account holder information to the Gibraltar authorities who will then automatically exchange this information with the U.S. authorities. The Gibraltar legislation is currently in agreed form but has yet to be formally enacted. Once enacted, it will be retroactive to 1 July 2014 and the effect will be as provided below.

The FATCA provisions of the US Hiring Incentives to Restore Employment Act impose a new reporting regime and potentially a 30% withholding tax with respect to certain payments to an FFI that does not become a "Participating FFI" and is not otherwise exempt or deemed compliant. The Directors believe the Fund should be treated as an FFI for US FATCA purposes. Certain FFIs may be deemed compliant with US FATCA and report to their home authorities if their jurisdiction has entered into a Model 1 IGA with the U.S (as has been agreed by Gibraltar). The new withholding regime will be phased in during a transitional period spanning the 2014 and 2015 calendar years.

Whilst most reporting FFIs subject to a Model 1 IGA will not technically be subject to 30% withholding tax, registration and compliance is required to ensure that the Fund is not treated as a non participating FFI which will then be subject to 30% withholding on all, or a portion of all, payments received, directly or indirectly, from U.S. sources or in respect of U.S. assets including the gross proceeds on the sale or disposition of certain U.S. assets. It is also recommended that the Fund register for reputational purposes and administrative ease to ensure that it does not run the risk of incorrectly being subject to 30% withholding. Any withholding imposed on the Fund will reduce the amounts available to the Fund to make payments to its Investors and would also create an administrative burden by potentially having to claim refunds (where possible). By also complying with US FATCA, the Fund will minimise the impact of any future penalties becoming due as a result of noncompliance.

Though not strictly applicable to reporting FFI's operating under a Model 1 IGA, payments made after 31 December 2016 from non-U.S. sources may also be subject to withholding to the extent that payments are attributable to U.S. source income and assets. Any amount deducted or withheld as a result of noncompliance with U.S. FATCA would have adverse cash flow implications. In these instances, the Fund may not be able to pay additional amounts as a result of the deduction or withholding and Investors may receive a smaller and/or delayed net investment return from the Fund than expected.

As a Registered Deemed Compliant FFI, the Fund's Investors may be required to provide certain information to the Fund so that it may comply with its U.S. FATCA reporting obligations.

**UK FATCA.** The UK has enacted legislation with similar effect pursuant to the Finance Act 2013 and regulations issued thereunder ("UK FATCA") impacting UK residents. The effects of UK FATCA are substantially similar to that of U.S. FATCA in that UK account holder information will need to be disclosed to the UK authorities. There is currently no 30% withholding tax being applied with respect to any payments to a non-UK financial institution (a "foreign financial institution" or "FFI") that does not become a "Participating FFI" and is not otherwise exempt or deemed compliant under UK FATCA.



The Directors believe the Fund is an FFI for UK FATCA purposes. Similar to U.S. FATCA, certain Investors may be required to provide certain information to the Fund so that the Fund may comply with UK FATCA.

US FATCA and UK FATCA are particularly complex and their application to the Fund may be subject to change in the future. In particular the rules are not yet final and have yet to be formally enacted so they could still be subject to change. Each prospective Investor should consult its own tax adviser to obtain a more detailed explanation of U.S. and UK FATCA and to learn how this legislation might affect the investor in its particular circumstance.

The Fund is a Registered Deemed Compliant FFI for both US FATCA and UK FATCA purposes. As a Registered Deemed Compliant FFI, the Fund will disclose to the relevant Gibraltar authorities information relating to US persons and entities covered by US FATCA, and to relevant tax authorities in the UK information relating to UK persons and entities covered by UK FATCA.

The Fund has applied for and obtained a Global Intermediary Identification Number (“GIIN”).

**Reliance upon Directors and/or any Investment Manager and/or any Investment Advisor.** The success of the Fund will be dependent to a large extent upon the efforts and skills of the Directors, and if appointed any investment advisor, their associates and/or advisors.

**Lack of Operating History.** Although the Directors of the Fund are experienced investment professionals, it should be noted that the Fund has limited operating history as such.

**Substantial Expenses.** The Fund and each Cell will pay various fees and other costs regardless of whether it is profitable. Each Cell must therefore generate significant net investment income in order to break even.

**Effect of Redemption.** If significant redemptions of Participation Shares are requested it may not be possible for a Cell to liquidate its investments at the fair value of the investments when the request for redemption is received, resulting in a decreased value of the investments.

**Speculative Position Limits.** Some exchanges have established speculative position limits, which govern the maximum position which any person may hold or control. It is possible that the Directors may have to modify trading strategies or liquidate positions in order to avoid exceeding the position limits. Such modification or liquidation, if required, could adversely affect the relevant Cell’s objective to achieve capital appreciation.

**Limited Liquidity/Redemptions.** There is no anticipated secondary market for the Shares. The Board may, in its absolute discretion, refuse to redeem any Participation Shares if in its opinion the relevant Cell does not have sufficient cash resources to complete the redemption. This will restrict the ability of Investors to redeem.

**Protected Cell Company.** The Fund is a protected cell company for the purposes of the PCC Act which means that under Gibraltar law, provided the conditions laid down in the PCC Act are complied with, assets attributable to each Cell of the Fund shall only be available to creditors in respect of that cell and the assets of that cell shall be protected from creditors of the Fund who are not creditors in respect of that cell. Potential investors should be aware that the segregation of assets and liabilities in this manner under Gibraltar law might not necessarily be recognised in jurisdictions where the Fund’s assets are located.

**Loss of Investment.** Any investment may not perform as well as forecast, either because of changes in the economic climate or otherwise, resulting in the total loss of the Fund’s investment.

**Political, Economical and Environmental Risks.** The Net Asset Value of the Cell may be affected by uncertainties such as political or diplomatic developments, social and religious instability, changes in government policies, taxation and interest rates, acts of god, war or acts of terror and other political



and economic developments in law or regulations and, in particular, the risk of, and change in, legislation relating to the level of foreign ownership of a project.

**Gibraltar Investor Compensation Scheme.** Investors in Gibraltar Experienced Investor Funds are not protected under the provisions of the *Financial Services (Investor Compensation Scheme) Act 2002* and are therefore not entitled to recover losses.

**Counterparty Risk.** Any monies or assets held by counterparties on behalf of the Fund may be at risk and be unrecoverable if the counterparty defaults.

**THE FOREGOING LIST OF RISK FACTORS DOES NOT PURPORT TO BE A COMPLETE EXPLANATION OF THE RISKS INVOLVED IN THIS OFFERING. ADDITIONAL RISK FACTORS IN RELATION TO A PARTICULAR CELL ARE DETAILED IN THE APPLICABLE PART B OF THIS PRIVATE PLACEMENT MEMORANDUM. PROSPECTIVE INVESTORS SHOULD READ THIS ENTIRE MEMORANDUM AND CONSULT WITH THEIR PROFESSIONAL ADVISERS BEFORE DETERMINING WHETHER TO INVEST IN THE FUND.**

## **VI. FEES AND EXPENSES**

### **1. INITIAL ORGANISATION COSTS**

Costs and expenses associated with the initial organisation of the Fund, including government incorporation charges and professional fees and expenses in connection with the preparation of the Fund's information documents, and the preparation of its corporate documents and contracts, did not exceed €50,000 and have been paid by the Fund out of the initial proceeds of the offering of the Fund's shares. Such organisational costs and expenses will be amortised by the Fund over a period of 60 months from commencement of investment activity.

It is important to note that under International Financial Reporting Standards the amortisation of such costs are not allowed and such costs should be expensed in full in the audited financial statements of the Fund in order for the financial statements to be prepared in accordance with IFRS. The Directors acknowledge that amortising such costs are in line with industry practice.

The Organisational Costs will be split between each individual Cell pro-rata based on their net assets or otherwise as the Board of Directors may, in their absolute discretion, determine

### **2. FEES OF THE DIRECTORS**

The Fund will pay directors fees (the "Directors Fees") to Ralf Huber, James Lasry, Timothy Streatfeild-James and Huber & Co Limited as set out in Part B of this private placement memorandum.

Disbursements and "out of pocket expenses" such as telecommunication, facsimile and mail costs are charged separately.

### **3. FEES OF THE ADMINISTRATOR**

The Fund will pay Helvetic Fund Administration Limited as the Administrator an annual administration fee (the "Administration Fee") for each individual Cell as set-out in Part B of this private placement memorandum.

A set-up fee of €5,000 payable upon launch of the Fund was paid to Helvetic Fund Administration Limited. This fee will be split between each individual Cell pro-rata based on their net assets or otherwise as the Board of Directors may, in their absolute discretion, determine.

Disbursements and "out of pocket expenses" such as telecommunication, facsimile and mail costs are charged separately.

### **4. FEES OF THE COMPANY SECRETARY**

The Fund will pay Dicorp Limited as the Company Secretary the following fees:

- (a) A fee of €3,000 per annum for acting as the company secretary and undertaking up to 25 hours corporate administration work per annum.
- (b) A fee of £1,000 per annum for provision of a registered office including preparation of the Company's annual return.

(c) Any additional secretarial work not within the scope of the Duties or in addition to the 25 hours covered by the fee above will be charged on a time spent basis. Before any such work is undertaken by the Company Secretary, the Company Secretary will agree the scope of the work and fees with the Fund.  
(the “Company Secretarial Fee”)

The Company Secretarial Fee will be split between each Cell pro-rata based on their net assets or otherwise as the Board of Directors may, in their absolute discretion, determine and will be accrued at each Valuation Day and paid annually in advance. Disbursements and “out of pocket expenses” such as telecommunication, facsimile and mail costs are charged separately.

## **5. FEES OF THE CUSTODIAN**

The Fund will pay LO&C a custodian fee (the “Custodian Fee”) for each individual Cell as set out in Part B of this private placement memorandum.

## **6. FEES OF THE BROKER AND TRANSACTIONAL COSTS**

For its trading activities, the Fund, in respect of each Cell, will use the services of the Custodian to execute some of, and clear all of, its transactions and to carry its account. Each Cell will pay the Custodian brokerage fees at agreed commercial rates. Subject to prior approval of the Custodian, one or more other brokerage firms may be selected, to act as clearers, to execute certain transactions for delivery to/from the Custodian. The Fund, in respect of each Cell, will pay all expenses incurred in connection with its trading and investment activities, including but not limited to all execution, other transaction costs and expenses, custody expenses and all other related expenses and costs. The Directors may negotiate and receive rebates of commission in respect of each brokerage transaction and other banking charges. Any rebates received shall be for the benefit of the Fund or Cell.

## **7. OTHER OPERATING EXPENSES**

The Administrator will be responsible for providing all office personnel, office space and office facilities required for the performance of their services.

The Fund, or, in the discretion of the Directors, the relevant Cell, will bear all other expenses incidental to its operations and business, including:

- (a) Fees of the Fund’s legal advisers and the auditors;
- (b) Any income tax, withholding taxes, transfer taxes and other governmental charges and duties occurring for the Fund; and
- (c) The costs of printing and distributing any prospectuses, reports as well as notices to the Investors.

The Fund’s legal, audit and other running expenses are estimated not to exceed €50,000 per annum. These expenses will be split between the Cells pro-rata based on their net assets or otherwise as the directors may, in their absolute discretion determine.

## VII. INVESTORS' RIGHTS, SUBSCRIPTIONS AND REDEMPTIONS

*The rights and obligations of the holders of Participation Shares are governed by the Articles of Association. Prospective Investors should examine the documents carefully and consult with their own legal counsel concerning their rights and obligations before subscribing for Participation Shares. Copies of the Articles are available for inspection by an interested Investor at the Administrator's office during normal business hours on any Business Day. 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.*

### 1. SHARE CAPITAL AND VOTING RIGHTS

#### *Characteristics of shares*

Subject to restrictions contained in the Gibraltar Companies Acts, the Articles and as set out in this Memorandum, all authorised but unissued shares in the share capital of the Fund are under the control of the Directors who may (without prejudice to any special rights for the time being conferred on the holders of any shares or class of shares in the Fund), allot and dispose of, or grant options over the shares, to such persons on such terms (and with such rights or restrictions whether in regard to dividend, return of capital, voting or otherwise as the Fund may determine) and in such manner as the Directors think fit.

Investors are not directly liable for the debts of the Fund, and are not obliged to contribute towards the assets of the Fund (or of any Cell) in any amount in excess of the price which they have agreed to pay for their Shares.

The Fund has an authorised share capital of €21,000 divided into:

- a) 2,000,000 Class A redeemable preference shares ("Class A Participation Shares") of €0.001;
  - b) 2,000,000 Class B redeemable preference shares ("Class B Participation Shares") of €0.001;
  - c) 2,000,000 Class C redeemable preference shares ("Class C Participation Shares") of €0.001;
  - d) 2,000,000 Class D redeemable preference shares ("Class D Participation Shares") of €0.001;
  - e) 2,000,000 Class E redeemable preference shares ("Class E Participation Shares") of €0.001;
- (collectively the "Participation Shares")
- f) 10,000,000 Nominal Shares of €0.001 (collectively "Nominal Shares"), each which may be issued as separate classes of Nominal Shares;
  - g) 1000 Ordinary Shares of €1 each (the "Ordinary Shares").

**Participation Shares.** Each class of Participation Share shall be constituted as a separate cell for the purposes of the PCC Act. In the event of a winding-up of the Cell, each Participation Share carries an entitlement, with respect to the assets of the Cell in which it has been constituted, to a return of the nominal capital paid up in respect of each share in priority to the repayment of the nominal capital

paid up on the Nominal and Ordinary Shares. Only Participation Shares carry the right to share in surplus assets legally available for distribution.

Except as provided herein and in the Articles of Association of the Fund, Participation Shares of the same class issued in respect of a Cell shall rank *pari passu* in all respects. However, as set out in the Articles, separate classes of Participation Shares may have different rights as to redemptions and distributions, in accordance with the applicable Cells. Further details as to the Subscription and Redemption policies of each Cell are set out in Part B of this private placement memorandum.

The holders of Participation Shares are not entitled to be invited to, participate in or vote at any General Meetings of the Fund, except in a meeting on a resolution to change the Memorandum and Articles of Association of the Fund so far as such a change adversely affects the rights and obligations of the respective class of share, or at separate class meetings of the holders of the relevant Participation Share or any class thereof.

The rights of Participation Shares are deemed not to be varied by (a) the creation of a new Cell, the issue or redemption of any other Participation Shares within the same Cell or other Cells, in accordance with the Articles; (b) a reduction of issued share capital of any class of Shares (other than the affected Class); (c) the exercise by the Directors of their discretion under the Articles or, if the Fund should be wound up, the exercise by the liquidator of their powers under the Articles; (d) the payment of a dividend on other class of Participation Shares; (e) the removal and appointment of an investment manager or (f) the removal and appointment of any Director.

If at any time the Participation Shares in issue are divided into separate classes, different amounts of dividends may be payable in respect of the separate classes. No dividend shall be declared or paid other than from the profits or gains of the relevant Cell.

**Ordinary Shares.** The Ordinary Shares shall have voting rights but shall not participate in any profit or distribution of the Fund that is attributable to any of the Cells (save for the repayment of the nominal amount paid up on them in the event of liquidation of the Fund). All Ordinary Shares will be owned by Ralf Huber.

**Nominal Shares.** Nominal Shares are required in order to maintain the same issued share capital of the Fund following the redemption of Participation Shares. In order to allow such redemption without reducing the Fund's issued share capital, Nominal Shares will be issued at par to the Administrator allowing the redemption of the Participation Shares after set-off of such nominal amount from the redemption proceeds. Nominal Shares shall have no voting rights except on a resolution to wind up the Fund and shall not participate in any profit or distribution of the Fund (except the repayment of the amount paid up on the Nominal Shares in the event of liquidation of the Cell or the Fund).

**All Classes of Shares.** All shares, when issued, shall be fully paid and non-assessable. No shares have pre-emptive, conversion, exchange or other rights or privileges, save as set out in the Memorandum and Articles of Association of the Fund. All Shares will be issued to 2 decimal places.

The Fund shall hold its Annual General Meeting each year in addition to any other meeting which may be called in that year. Such meetings may be held at such time and place as may be determined by the Directors.

The Directors may at any time convene a separate meeting of any class of holders of Shares. A separate meeting of any class may also be convened by such requisitionists as provided in section 159 of the Companies Act. Notices of every general meeting of the Fund shall be given in the manner authorised in the Articles to every member. The Articles provide further details of the manner in which meetings of the Fund will be held.

No Investors of any class have rights in respect of any specific property or assets of the Fund or of any Cell. No Investors, for example, have any right to vote at any meeting called by a company or other vehicle whose securities or interests are owned by the Cell in question or by the Fund.

Investors are not directly liable for the debts of the Fund, and are not obliged to contribute towards the assets of the Fund (or of any Cell) in any amount in excess of the price which they have agreed to pay for their shares and have not done so yet.

**Protected Cell Company.** The Fund is a protected cell company for the purposes of the PCC Act, which means that under Gibraltar law, provided the conditions laid down in the PCC Act are complied with, assets attributable to each Cell of the Fund shall only be available to creditors in respect of that Cell and shall be protected from creditors of the Fund who are not creditors in respect of that Cell. However, potential investors should note that the Fund and the Cells are one legal entity and assets and property in the Cells are legally the property of the Fund; therefore the segregation of assets and liabilities in the manner set forth above under Gibraltar law might not necessarily be recognised in jurisdictions where the Fund's assets are located and a Cell's assets may be subject to attack by any third party.

## 2. SUBSCRIPTIONS

*A detailed description of the manner and terms for Subscriptions of Participation Shares in respect of each individual Cell are set out in Part B of this private placement memorandum.*

The minimum initial subscription that will be accepted from a new Investor in the Fund will be €100,000, or €50,000, or its equivalent, if the new Investor has been advised by a Professional Adviser to invest in the Fund and the Administrator has received confirmation of such advice.

The Board reserves the right to alter the above-mentioned minimum subscription requirements and any other subscription requirements at its absolute discretion.

The Board may, on an exceptional basis and provided that it is satisfied, at its sole discretion, that the terms of any such subscription would be for the benefit of the remaining Investors, elect that instead of subscribing for Participation Shares in cash, the subscription shall be made *in specie* by the transfer to the applicable Cell of certain investments, provided that:

- (a) in the case of a person who is not an existing Investor no Participation Shares shall be issued until the person concerned shall have completed and delivered to the Administrator the Subscription Agreement required under this Memorandum (or otherwise) and/or otherwise satisfied all the requirements of the Directors and Administrator as to such person's application;
- (b) the nature of the investments transferred into a Cell are such as would qualify as investments of such Cell in accordance with the investment objectives, policies and restrictions of such Cell;
- (c) no Participation Shares shall be issued until the investments shall have been vested in the Custodian to the Custodian's satisfaction; and
- (d) any exchange shall be effected upon the terms (including provision for paying any expenses of exchange and any preliminary charge as would have been payable for Participation Shares issued for cash) that the number of Participation Shares issued shall not exceed the number which would have been issued for cash against payment of a sum equal to the value of the investments concerned calculated in accordance with the procedures for the valuation of the assets of the Fund. Such sum may be increased by such amount as the Directors may consider represents an appropriate provision for duties and charges which would have been incurred by the Fund in the acquisition of the investments by purchase for cash or decreased by such amount as the Directors may consider represents any duties or charges to be paid to the Fund as a result of the direct acquisition by the Fund of the investments.

The acceptance of subscriptions is subject to confirmation of the prior receipt of cleared funds credited to the Cell's subscription account (as detailed in the relevant Part B of this private placement memorandum) with the Custodian. The Board reserves the right to reject subscriptions in its absolute discretion. Any interest earned by the Fund on Subscription Amounts will be for the benefit of the applicable Cell and the Investor shall have no right to receive interest or other sums from the Cell in respect of such sums.

The subscription account is used to accept subscriptions from all Cells although the subscription proceeds will then be segregated into separate accounts. The subscription account is only used to receive the proceeds of new subscription which are then credited to the relevant Cell's account once the subscription documents have been accepted by the Fund. The subscriptions are "separately identifiable" at all times in accordance with s5(2) PCC Act 2001.

A Subscription Fee may be charged by the Administrator on subscription to the Fund as set-out in Part B of the private placement memorandum.

### ***Subscriptions Received in Non-Base Currency***

Subscriptions received in non-base currency of the Fund will be accepted by the Fund and valued as follows:

- The Directors will make an assessment if the non-base currency received can be used by the Fund;
- Any non-base currency received that can be used by the Fund will be accepted in the non-base currency and shall remain in non-base currency and be valued according to the exchange rates produced by Bloomberg on the date the Participation Shares are issued;
- Any non-base currency received that cannot be used by the Fund will be exchanged into base currency within two (2) Business Days of the date the Participation Shares are issued and the amount of base currency obtained as a result of the exchange is the rate assigned to the respective Investor;
- The Directors may at their discretion apply a combination of the aforementioned treatments for the non-base currency subscriptions. The value of which will be pro-rate among the non-base currency Investors at each date the Participation Shares are issued; and
- The determination of whether or not the non-base currency can be used by the Fund will be at the sole and absolute discretion of the Directors.

### **3. REDEMPTIONS**

*A detailed description of the manner and terms for the redemption of Participation Shares in respect of each Cell are set out in Part B of this private placement memorandum.*

The Directors may, in their absolute discretion refuse to redeem any Participation Shares if in their opinion the Fund does not have sufficient cash resources to complete the redemption and/or in the event the Directors believe that such an action will be materially detrimental to the remaining investors, as described in "suspension of redemption" below. The Directors will notify the Investor of such refusal. The Directors shall not be required to sell any assets or borrow any monies to obtain the resources to redeem any Participation Shares. If the Fund does not complete the redemption on the first Redemption Day requested then the redemption shall be completed on the next Redemption Day. The Redemption Notice shall remain in force and the member shall not be required to submit a new Redemption Notice in order to redeem the shares.



Unless if allowed by the Fund, on behalf of a particular Cell, a partial redemption request for an amount of less than €10,000 or equivalent will not be accepted. The Board has the right to require the compulsory redemption of all Participation Shares held by a Investor who is a U.S. Person (see “Investor Suitability”), or otherwise, at its sole discretion. Any such compulsory redemption will be made at the Net Asset Value per Share on the Valuation Day next following the issuance of a notice of redemption to the Investor.

The redemption price is equal to the Net Asset Value of the applicable Participation Shares of the Cell at the relevant Redemption Day (see “Net Asset Valuation”). However, the Directors may, in their sole and absolute discretion, determine another redemption price should be reflected.

The Board may, on an exceptional basis and provided that it is satisfied, at its sole discretion, that the terms of any such exchange would be for the benefit of the remaining Investors and with the agreement of a Investor seeking the realisation of Participation Shares in any Fund, elect that instead of the Participation Shares being redeemed in cash, the redemption shall be satisfied *in specie* by the transfer to the Investor of a portion of the underlying investments which is equal to an amount not exceeding the amount which otherwise would have been payable on a cash redemption. The shortfall (if any) between the value of the investments transferred on a redemption in specie and the redemption proceeds which would have been payable on a cash redemption shall be satisfied in cash.

If the discretion conferred upon the Board by the above paragraph is exercised, the Board shall notify the Depository and shall supply to the Depository particulars of the investments to be transferred and the amount of cash to be paid to the Investor. All stamp duties, transfer and registration fees in respect of such transfers shall be payable by the Investor.

The redemption proceeds will be normally remitted within five Business Days, unless otherwise specified in Part B of the private placement memorandum, after the approval by the Board of the relevant Net Asset Value on the Valuation Day on which the redemption is based, without interest for the period from this date to the payment date.

The proceeds of the redemption will be retained and held by the Fund in its bank account in trust for the relevant Investor (but without interest or further obligation whatsoever), and will be paid against surrender of the certificate or certificates (if issued) representing the Participation Shares previously held by such person or the proffering of such other evidence as to title as the Directors may require. In the normal course of events, the Fund or its service providers will retain all share certificates at the time of issue or transfer of Participation Shares in order to assist in the redemption procedure.

Redemption payments will be made in the base currency of the Cell and will be remitted to the Investor by wire transfer to such account as specified by the Investor in his Redemption Notice.

The Board reserves the right to vary any of the redemption requirements of the Fund.

#### **4. SUSPENSION OF REDEMPTIONS AND SALE**

The Board may suspend the calculation of the Net Asset Value of the Participation Shares and consequently may suspend the sale of Participation Shares and the right of Investors to require the Fund to redeem Participation Shares, and/or in their discretion refuse to redeem Participation Shares in any of the following events:

- (a) When any securities exchange or organised inter-dealer market on which a significant portion of a Cell’s assets is regularly quoted or traded is closed (other than for holidays) or trading thereon has been restricted or suspended;
- (b) When as a result of political, economic, military or monetary events or any circumstances outside the control, responsibility and power of the Fund, disposal of the assets of a Cell is



- not reasonable or normally practicable without being seriously detrimental to Investors' interests;
- (c) If it is not reasonably practicable to determine the Net Asset Value of the Participation Shares on an accurate and timely basis;
  - (d) If, as a result of exchange restrictions or other restrictions affecting the transfer of funds, transactions on behalf of a Cell are rendered impracticable or if purchases and sales of a Cell's assets cannot be effected at normal rates of exchange;
  - (e) Upon the decision to liquidate and dissolve the Fund or any Cell; or
  - (f) In the event the Directors deem such action will be materially detrimental to the remaining investors.

## **5. REGISTRATION AND TRANSFER OF SHARES**

The Fund will maintain a current list of the registered names and addresses of the Fund's Investors at the registered office of the Fund in Gibraltar.

Share certificates representing Participation Shares (if such certificates were issued) will be held by the Administrator in trust for the Investors, unless an original share certificate has been specifically requested by the Investor.

Transfers of Participation Shares can only take effect by serving upon the Fund an instrument of transfer signed by or on behalf of the transferor and the transferee. In the event that any share certificates in respect of Participation Shares which are to be transferred are held by investors, those share certificates must be endorsed by the Investor and returned to the Fund.

The Fund has designated the Administrator under the terms of the Administration Agreement to perform the above-mentioned duties in connection with the registration and transfer of Participation Shares.

Any transferee will be required to provide the Administrator the same information which would be required in connection with a direct subscription in order for a transfer application to be considered by the Administrator. Violation of applicable ownership and transfer restrictions may at the discretion of the Board result in compulsory redemption of the relevant Participation Shares.

The Participation Shares are not listed nor proposed to be listed on any securities exchange. As of the date of this private placement memorandum it is not anticipated that there will be any secondary market for trading in the Participation Shares.

Participation Shares may not be transferred to any U.S. Person.

## **6. DIVIDEND POLICY**

The dividend policy of each Cell is set out in Part B of this private placement memorandum.

## VIII. NET ASSET VALUATIONS

The value of the assets and liabilities attributable to classes of Participation Shares and the method of valuation of such assets and liabilities shall be determined by the Directors.

In accordance with the Fund's Memorandum and Articles of Association Net Asset Valuations in respect of each Cell will be calculated by the Administrator at the close of business in Gibraltar on each Valuation Day, based on the guidelines set forth herein and as determined by the Board which may consult with and rely on the advice of the Administrator and/or the Auditors, and shall be approved by the Board. The Valuation Day for each Cell is as set out in Part B of this private placement memorandum; however, the Board, at its discretion, may determine any other day as being the Valuation Day.

### 1. NAV CALCULATION METHODOLOGY

Net Asset Value calculations are determined in the following manner:

#### ***Aggregate Net Asset Value***

The Aggregate Net Asset Value of the relevant Cell at a particular Valuation Day is computed by subtracting from the total value of the assets attributable to the Cell an amount equal to all liabilities and contingencies for which the Administrator determines that reserves or accruals should be made.

#### ***Net Asset Value per Share***

The Net Asset Value per Share on any Valuation Day is equal to the Aggregate Net Asset Value of the relevant Cell divided by the total number of Participation Shares outstanding in respect of such Cell on the Valuation Day, calculated prior to the recording of issuances and redemption of Participation Shares requests for which have been delivered effective as of that date. The Net Asset Value per Share will be rounded to two decimal places.

#### ***Methods of Valuation***

Calculations are made by the Administrator, based on information provided by counterparties, as set out herein in accordance with international accounting standards, including provision for proper accruals and reserves.

Equities and ETFs are valued on the Valuation Day at the last traded price on the principal exchanges on which the equities are traded. For derivatives and long option positions, the Net Asset Value will be calculated based on the closing price for the relevant day. For short option positions, the Net Asset Value will be calculated based on the closing price for the relevant day. For bonds, both long and short, the Net Asset Value will be calculated based on the last reported bid or ask price on Bloomberg or such other reputable reporting agency.

If an investment is quoted, listed or normally dealt in on more than one regulated market, the Directors may, in their absolute discretion, select any one of such markets for the foregoing purposes (provided that the Directors have determined that such market constitutes the main market for such investment or provides the fairest criteria for valuing such securities) and once selected a market shall be used for future calculations of the Net Asset Value unless the Directors otherwise determine.

The liabilities of a Cell shall be deemed to include all the liabilities (including such amount as the Directors determine to provide in respect of contingent or prospective liabilities and fees which the Directors determine should be allocated to such Cell) of whatsoever kind and nature attributable to the Cell except liabilities represented by Participation Shares. In determining the amount of such liabilities the Directors may calculate any liabilities on an estimated figure for yearly or other periods in advance and accrue the same in equal proportions over any such period. Liabilities and expenses

(including directors fees) incurred for the benefit of all Cells shall be allocated between the Cells as the Directors shall determine.

### ***Foreign Exchange Rates***

The Fund's accounts are maintained in Euros and the accounts for each of the Cells are maintained in the base currency of that Cell. Assets and liabilities denominated in other currencies are translated at the rate of exchange in effect at the relevant Valuation Day and translation adjustments are reflected in the results of operations. Portfolio transactions and income and expenses are translated at the rates of exchange in effect at the time of each transaction.

### ***Valuation Adjustments***

The Administrator will determine the net asset valuation (NAV) of the Fund in accordance with the Valuation Policy as stated in this private placement memorandum and using the best information available to it on the Valuation Day. The Administrator shall then send the NAV to the Directors of the fund for approval. Only after the NAV has been approved in this manner will this be released to Investors of the Fund.

It is possible that an NAV after being released to the Investors of the Fund may need to be amended due to a material valuation error. The Directors consider "valuation errors" to be omission from, and misstatements in, the Fund's NAVs or financial statements arising from a failure to use, or misuse of, reliable information that was available when the NAV or financial statement was authorised for issue. Such errors include the effects of mathematical mistakes, mistakes in applying accounting policies, oversights or misinterpretations of fact, and fraud.

Any valuation error may not be considered to be material if it is less than 50 bps (0.5%) of the current NAV. If the error is more than 50 bps of the current NAV the Directors will decide whether the valuation in the calculation of the NAV of the Fund should be considered a "material valuation error" on a case-by-case basis. Only in cases where the valuation error is considered material will investors be notified and corrective action taken. In determining whether a valuation error should be considered material, the Directors will consider such factors as magnitude of the valuation error, whether the valuation error has had a material financial impact on the Investors (or any particular Investor) and also the costs and complexities involved with rectifying the valuation error.

Where the Directors consider a valuation error to be material, the net asset valuation will be corrected and any further corrective action made to rectify the situation will be taken. Investors who have been affected by such material valuation errors will be informed in writing.

## IX. INVESTOR SUITABILITY

### ***Experienced Investors***

The Fund is an Experienced Investor Fund as defined under the Financial Services (Experienced Investor Funds) Regulations 2012. No person shall be accepted as an Investor in the Fund, unless they are deemed to be an “experienced investor” in accordance with the Financial Services (Experienced Investor Funds) Regulations 2012.

An “experienced investor” is a person or body who, at the time of the investment falls into one of the following categories–

- (a) a person or partnership whose ordinary business or professional activity includes, or it is reasonable to expect that it includes, acquiring, underwriting, managing, holding or disposing of investments, whether as principal or agent, or the giving of advice concerning investments; or
- (b) a body corporate which has net assets in excess of €1,000,000 or which is part of a group which has net assets in excess of €1,000,000; or
- (c) an unincorporated association which has net assets in excess of €1,000,000; or
- (d) the trustee of a trust where the aggregate value of the cash and investments which form part of the trust’s assets is in excess of €1,000,000; or
- (e) an individual whose net worth, or joint net worth with that person’s spouse, is greater than €1,000,000, excluding that person’s principal place of residence; or
- (f) a participant who has a current aggregate of €100,000 invested in one or more experienced investor funds; or
- (g) a participant who invests a minimum of €50,000 in an experienced investor fund and who has been advised by a Professional Adviser to invest in the fund and the fund’s administrator has received confirmation of such advice; or
- (h) a participant who is a professional client, as defined under the Financial Services (Markets In Financial Instruments) Act 2006; or
- (i) a participant in a fund that has re-domiciled to Gibraltar where the Financial Services Commission of Gibraltar has permitted the inclusion of such participant either in respect of a specific fund or generally in respect of funds or a category of funds from a certain jurisdiction.

The Financial Services Commission of Gibraltar may, with the prior approval of the Minister, approve other categories or descriptions of experienced investor where it considers that it is reasonable to expect that persons within that category or description at the time of the investment are sufficiently experienced to understand the risks associated with an investment in the Fund.

### ***U.S Investors***

Unless consented to by the Directors, Participation Shares may be purchased only by persons who are not “U.S. Persons” as defined below and are not, directly or indirectly “U.S. Shareholders” as defined in Section 957 of the United States Internal Revenue Code.

Each prospective investor will be required to certify that the Participation Shares are not being acquired directly or indirectly for the account or benefit of a U.S. Person, unless such U.S. Person is an “Accredited Investor” as defined in Regulation D under the U.S. Securities Act of 1933 and a “Qualified Client” as defined under the U.S. Investment Adviser Act of 1940.

*“Accredited Investor” means:*

- a bank, insurance company, registered investment company, business development company, or small business investment company;
- an employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of \$5 million;
- a charitable organization, corporation, or partnership with assets exceeding \$5 million;
- a director, executive officer, or general partner of the company selling the securities;
- a business in which all the equity owners are accredited investors;
- a natural person who has individual net worth, or joint net worth with the person’s spouse, that exceeds \$1 million at the time of the purchase (excluding the value of his or her primary residence);
- a natural person with income exceeding \$200,000 in each of the two most recent years or joint income with a spouse exceeding \$300,000 for those years and a reasonable expectation of the same income level in the current year; or
- a trust with assets in excess of \$5 million, not formed to acquire the securities offered, whose purchases a sophisticated person makes.

*“Qualified Client” means:*

- A natural person who or a company that immediately after entering into the contract has at least \$ 1,000,000 under the management of the Fund;
- A natural person who or a company that the Directors (and any person acting on their behalf) reasonably believes, immediately prior to entering into the contract, either:
  - i. Has a net worth (together, in the case of a natural person, with assets held jointly with a spouse) of more than \$ 2,000,000 (excluding the value of his or her primary residence) at the time the contract is entered into; or
  - ii. Is a qualified purchaser as defined in section 2(a)(51)(A) of the Investment Company Act of 1940 at the time the contract is entered into; or
- A natural person who immediately prior to entering into the contract is:
  - i. An executive officer, director, trustee, general partner, or person serving in a similar capacity, of the investment adviser; or
  - ii. An employee of the investment adviser (other than an employee performing solely clerical, secretarial or administrative functions with regard to the investment adviser) who, in connection with his or her regular functions or duties, participates in the investment activities of such investment adviser, provided that such employee has been performing such functions and duties for or on behalf of the investment adviser, or substantially similar functions or duties for or on behalf of another company for at least 12 months.
- The term *company* has the same meaning as in section 202(a)(5) of the Act, but does not include a company that is required to be registered under the Investment Company Act of 1940 but is not registered.

- The term *executive officer* means the president, any vice president in charge of a principal business unit, division or function (such as sales, administration or finance), any other officer who performs a policy-making function, or any other person who performs similar policy-making functions, for the investment adviser.

*“U.S. Persons” means:*

A U.S. Person is (i) a natural person who is a resident in the United States; (ii) a partnership or corporation organized or incorporated under the laws of the United States; (iii) any organization or entity controlled, directly or indirectly, by a person or persons described in (i) or (ii) or of which such person or persons described in (i) or (ii) are known to be the owners, directly or indirectly, of a majority of the beneficial interests therein; (iv) an estate of which any executor or administrator is a U.S. person; (v) a trust of which any trustee is a U.S. person; (vi) an agency or branch of a foreign entity located in the United States; (vii) a 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; (viii) a discretionary or similar account (other than an estate or trust) held by a dealer or other fiduciary (A) for the benefit or account of a U.S. Person, or (B) organized, incorporated, or (if an individual) resident in the United States; or (ix) a partnership or corporation if- (A) organized or incorporated under the laws of any non-U.S. jurisdiction; and (B) 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 persons that (x) are accredited investors as defined in SEC Rule 501 under the Securities Act, and (y) they are not natural persons, estates or trusts (other than certain employee benefit plan trusts).

*“Politically Exposed Person”:*

Each prospective Investor will be required to certify that the Participation Shares are not being acquired directly or indirectly for the account or benefit of a politically exposed person such as a senior political figure or the spouse or associate of a senior political figure, unless the Directors decide otherwise, or a person on any European Union, United States of America, Swiss or UK Foreign Office Money Laundering or Terrorism “Watch List”.

It is the responsibility of each Investor to verify that the purchase of and payment for the Participation Shares is in compliance with all relevant laws of the investor’s jurisdiction of residence.

## X. GIBRALTAR LEGAL AND ANTI-MONEY LAUNDERING REQUIREMENTS

### ***Anti-Money Laundering***

As part of the Fund's responsibility for the prevention of money laundering and protection of the investor, the Fund shall require detailed verification of an investor's identity and origin of the funds for investment in the Fund, including details of the investor's source of wealth and income.

As a minimum requirement in the case of an individual applicant, the applicant shall be required to produce a copy of a passport or identification card and proof of residential address and one further proof of either residential address or identity, all certified as a true copy by a notary public, lawyer, accountant or banker. The certified copy of the passport must state: "This is a true copy of the original and the photograph is a true likeness of the applicant". The Fund may require that such documents be certified by a notary public and apostilled. The Investor is also required to produce verifiable information on the source of wealth and income together with detail of the origin of the funds for the investment.

As a minimum requirement in the case of a corporate applicant, the applicant shall be required to produce, a copy of its Certificate of Incorporation (and any certificate of change of name, if relevant), confirmation of its registered office, a copy of its register of directors (together with a copy of the passport or identification card and a proof of residential address, plus one further proof of either residential address or identity, for each of the directors), a copy of a board minute authorising the subscription, an authorised signatories list (in original or a certified copy), a copy of its Investors' register and, for all Investors and beneficial owners, a copy of their passport or identification card and a proof of residential address, plus one further proof of either residential address or identification, together with verifiable confirmation of the source of funds used to make the subscription and verifiable confirmation of each beneficial owner's source of wealth and income. All copies must be certified as a true copy by a notary public, lawyer, accountant or banker and certified copies of passports and other personal identification must state: "This is a true copy of the original and the photograph is a true likeness of the applicant". The Fund may require that documents be certified by a notary public and apostilled.

Each applicant for Shares acknowledges that the Administrator shall be held harmless against any loss arising as a result of a failure to process any application for Shares if such information and documentation as has been requested by the Administrator has not been provided by the applicant.

Each applicant will be required to complete and sign a subscription form and produce a letter of reference from a lawyer, accountant or banker in the attached format. Investors' documentation will be filed with the Administrator in Gibraltar.

The Fund and the Administrator reserve the right to request such further or different information as is necessary to verify the identity of an applicant, origin of funds and appropriateness of the investment. In the event of delay or failure by the applicant to produce any information required for verification and protection of investor purposes, the Fund or the Administrator may refuse to accept the application and the subscription monies relating thereto or may defer the application until such information is produced.

Any information and documentation supplied to the Fund or the Administrator will, subject to any legal restrictions, be made available by the Fund to parties that have regulatory or legal right to such information and documentation.

### ***Data Protection***

As part of the application process all Investors are required to submit various documents to the Administrator. These are required to enable completion of the application process and to comply with all relevant legislation. Any information received will be kept by the Administrator in accordance with

any applicable Data Protection legislation and, in the normal course of business, will not be made available to anyone other than the Administrator and the Fund.

However, it may become necessary to transfer data at any time to comply with legislation in force either now or at any time in the future (see under 'Anti Money Laundering Legislation' for further details). Further, should the administrative functions, in whole or in part, be transferred to another entity, data will be transferred to the extent necessary for such new entity to carry out its functions effectively.

By subscribing to the Fund all Investors should note the above, and also note that, by completion of the application form, they are agreeing to any transfer of data carried out for any of the reasons given above, or for any reason that the Administrator deems necessary to comply with legislation in force at the time.

Further, the Investors, the Fund and its service providers consent that any and all data required by the Administrator (in its capacity as such or in its capacity as Registrar or Company Secretary) in exercise of its duties on behalf of the Fund may be transferred to and/or from the Administrator (in its capacity as such or in its capacity as Registrar or Company Secretary) in accordance with any applicable data protection legislation.



## XI. TAXATION

*The following is a summary of certain material Gibraltar tax consequences to purchasers of Participation Shares. This summary does not discuss all the aspects of Gibraltar tax law that may be relevant to a particular investor in light of his or her personal investment circumstances or to some types of investors subject to special treatment under Gibraltar law. To the extent that the discussion is based on new tax legislation that has not been subject to judicial or administrative interpretation, we cannot assure you that the tax authorities will accept the views expressed in the discussion in question. The discussion is not intended, and should not be taken, as legal or professional tax advice and is not exhaustive of all possible tax considerations. In addition, the tax discussion herein assumes that the Fund will not conduct its business in Gibraltar or with Gibraltarians.*

### 1. THE FUND

The affairs of the Fund and its Cells will be managed so as to minimise the possibility of any tax liability arising in Gibraltar. There can be no assurance that all potential tax liability will be fully eliminated.

The Fund may apply to the Commissioner of Income Tax for a certificate of exemption from income tax under the Income Tax (Allowances, Deductions and Exemptions) Rules, 1992. There can be no assurance that the Fund will obtain an exemption certificate.

However, even if the Fund does not obtain the certificate of exemption set forth above, and although the Fund is managed and controlled in Gibraltar, it will not be liable for Gibraltar income tax on profits arising from property situated outside of Gibraltar or profits which are generated by sources of income the activities of which take place outside Gibraltar. The Fund will also not be liable for Gibraltar income tax on dividends from quoted companies or dividends arising from unquoted companies in which it has a 10% holding as long as the Fund has a relevant participation in a subsidiary that is registered and managed within the European Union.

Dividends, interest and capital gains (if any) the Fund receives with respect to its investments may be subject to taxes, including withholding taxes, in the countries in which the issuers of investments are located.

No stamp duty is currently levied in Gibraltar on the issue or transfer of Shares in the Fund. There is a capital duty of £10 on the creation of share capital of the Fund and on any increase thereof, the costs of which form part of the establishment expenses which are borne by the Fund.

There is no withholding tax on dividends distributed by the Fund. Accordingly, payments made on the issuance of dividends may be paid without deduction of any withholding taxes to Investors.

No death duties, capital gains tax, gift, inheritance or capital transfer taxes are presently levied in Gibraltar. Investors that are not fiscally resident in Gibraltar are not liable to Gibraltar tax on dividends or capital gains received as a result of their ownership of the Participation Shares.

### 2. THE INVESTORS

Persons interested in purchasing the Participation Shares should inform themselves as to any tax consequences particular to their circumstances and arising in the jurisdiction in which they are resident or domiciled in connection with the acquisition, ownership, redemption or disposition of the Participation Shares.

### **3. US FATCA & UK FATCA**

Each Investor should note the applicability of U.S. FATCA and UK FATCA to the Fund including the fact that the Fund may be subject to a 30% withholding tax on all, or a portion of all, payments received, directly or indirectly, from U.S. sources or in respect of U.S. assets including the gross proceeds on the sale or disposition of certain U.S. For further information on FATCA refer to the “*Risk Factor*” section.

As a Registered Deemed Compliant FFI the Fund will disclose to the relevant Gibraltar authorities the information relating to US persons and entities covered by US FATCA, and to relevant tax authorities in the UK required information relating to UK persons and entities covered by UK FATCA.

In instances where Investors are unable to provide the Fund with the necessary information required to meet its U.S. and UK FATCA obligations, the Fund will be disclosing details of these Investors to the relevant U.S. or UK authorities per the procedures outlined in the relevant agreements.

**EACH INVESTOR SHOULD CONSULT THEIR TAX ADVISER  
AS TO THEIR OWN TAX POSITION.**

## **XII. ALTERNATIVE INVESTMENT FUND MANAGERS DIRECTIVE**

### **Small Self-Managed Alternative Investment Fund Manager (“AIF”)**

In accordance with obligations under the Alternative Investment Fund Managers Directive 2011/61/EU (“AIFMD”), the Fund has registered as a small self-managed Alternative Investment Fund Manager (“AIFM”) in Gibraltar pursuant to the Financial Services (Alternative Investment Fund Managers) Regulations 2013 (“AIFM Regs 2013”).

The Fund is able to register as a “small AIFM” under the exemption provided by regulation 8(1)(a) AIFM Regs 2013 in that the assets under management of the Fund do not exceed EUR 100 million, including leverage.

For small AIFMs, such as the Fund, only regulations 11 and 55 of AIFM Regs 2013 apply to the Fund, and no other rights or obligations under the AIFM Regs apply.

In accordance with regulation 11 AIFM 2013, the Fund, as a small AIFM, must regularly report to the FSC, in order for the FSC to monitor systemic risk effectively, information on:

- (a) the main instruments in which it is trading, including a break-down of financial instruments and other assets, including the Fund’s investment strategies and their geographical and sectoral investment focus;
- (b) the markets of which it is a member or where it actively trades;
- (c) the diversification of the Fund’s portfolio, including, but not limited to, its principal exposures and most important concentrations.

The Fund must also establish, implement and apply procedures to monitor on an on-going basis the total value of assets under management. Monitoring shall reflect an up-to-date overview of the assets under management and shall include the observation of subscription and redemption activity or, where applicable, capital draw-downs, capital distributions and the value of the assets invested. The Fund will maintain records of this, and will inform the FSC if it no longer meets the exemption threshold provided under regulation 8(1)(a) AIFM Regs 2013 (as mentioned previously).

The Fund, as a small AIFM, will not benefit from any of the rights granted under AIFM Regs 2013 and the AIFMD (such as a marketing passport) unless it chooses to opt in as a full in-scope AIFM. If the Fund were to choose to opt-in, the AIFM Regs 2013 will become applicable in their entirety. The Directors, at this point, do not have any intention of having the Fund opt-in to become a full in-scope AIFM.

Investors should note that, under section 55 AIFM Regs 2013 the FSC, for the purpose of supervising or investigating compliance with the AIFM Regs 2013, may:

- (a) exercise any power that the FSC has under an Act that confers supervisory responsibilities on the FSC;
- (b) act directly or in collaboration with other competent authorities;
- (c) delegate tasks under its responsibilities;
- (d) institute legal proceedings.

Investors should also note that as a registered small AIFM, the FSC have additional powers pursuant to section 55 AIFM 2013, which include allowing the FSC to:

- (a) require the provision of documents in any form and retain copies;

- (b) require information from any person related to the activities of the Fund, and if necessary to summon and question a person with a view to obtaining information;
- (c) carry out on-site inspections with or without prior announcements;
- (d) require existing telephone and existing data traffic records;
- (e) require the cessation of any practice that is contrary to the provisions of the AIFM Regs 2013 or the AIFMD;
- (f) request the freezing or the sequestration of assets;
- (g) request the temporary prohibition of professional activity;
- (h) require the Fund, depositaries or auditors to provide information;
- (i) adopt any type of measure to ensure that the Fund or depositaries continue to comply with the requirements of the AIFM Regs 2013 or the AIFMD;
- (j) require the suspension of the issue, repurchase or redemption of units in the interest of the unit-holders or of the public;
- (k) withdraw the authorization granted to the Fund or a custodian;
- (l) appoint a liquidator or make other provision for the winding down of the Fund;
- (m) refer matters for criminal prosecution;
- (n) request that auditors or experts carry out verifications or investigations.

#### **Externally Managed Alternative Investment Fund Manager (“AIFM”)**

The Board might in its sole discretion, and without being required to do so by the AIFMD, decide that it may be of advantage to the Fund to either file an application in order to become an internally managed ‘in-scope’ AIFM or to appoint an external ‘in-scope’ AIFM as its manager. Such an external ‘in-scope’ AIFM shall be registered to the full extent in accordance with the Alternative Investment Fund Manager’s Directive 2011/61/EU, and shall already hold or be eligible to apply for a European Union Passport. Since legal obligations for the Fund to establish, implement and apply procedures for compliance and reporting in accordance with the AIFMD will significantly increase in this instance, additional costs might be caused and will have to be borne by the fund for either internal or external services.

### **XIII. ADDITIONAL INFORMATION**

#### **1. REPORTING**

The reporting details for each Cell are contained in Part B of this private placement memorandum.

The Fund's financial year ends on 31<sup>st</sup> December. The first financial period of the Fund ended on the 31<sup>st</sup> December 2012.

The accounts for the Fund will be produced in the operating currency for the Fund, which is Euros.

#### **2. RELEVANT DOCUMENTATION**

This private placement memorandum is not intended to provide a complete description of the Fund's Memorandum and Articles of Association or the agreements with its Directors, Administrator, Custodian and Company Secretary. Copies of all such documents are available for inspection by interested investors who have lawfully received this private placement memorandum, at the office of the Administrator during normal business hours.

Investors may inspect copies of the annual audited report and accounts, when available, and the register of Investors of the Fund at the offices of the Administrator.

#### **3. ENQUIRIES**

Enquiries concerning the Fund and its Participation Shares (including information concerning subscription and valuation of the Participation Shares) should be directed to the Administrator at:

c/o Helvetic Fund Administration Limited  
Suite 209 Neptune House  
Marina Bay  
Gibraltar

Phone: 00350 200 45953

Fax: 00350 200 45952

Email: hfa@hfft.gi

#### **4. MATERIAL CONTRACTS**

The following contracts have been entered into by the Fund since incorporation and are, or may be, material.

*Directors Service Agreements* between each of Ralf Huber, James Lasry and Timothy Streatfeild-James and the Fund dated 7th November 2011 and between Huber & Co Limited and the Fund dated 10 January 2018 specify the terms whereby the Directors agree to act as Directors of the Fund and, as such, are responsible for the investments of the Fund's assets. The agreements will continue in force unless and until terminated by any party giving to the other not less than 90 days' written notice, except that the agreements may be terminated immediately by either of the parties if the other shall commit any material breach of its obligations under it subject or go into liquidation or otherwise become insolvent. The Directors are empowered under the respective agreements to delegate their functions, powers, discretions, privileges and duties as they deem appropriate and as permitted by law. The Directors are required to ensure compliance by the Fund with all laws and regulations that are applicable to it.

*Administration Agreement* dated 7<sup>th</sup> November 2011 between the Fund and the Administrator specifies the terms whereby the Administrator agrees to act as administrator for the Fund. This agreement will continue in effect until terminated at any time by either party without the payment of any penalty, upon not less than 90 days written notice to the other party, except that this agreement may be terminated immediately by either party if the other shall commit any breach of its obligations under it. The agreement contains an indemnity from the Administrator to the Fund in respect of all liabilities, losses, damages, actions, proceedings and claims which may be brought against, suffered or incurred by the Fund to the extent that they are directly attributable to the gross negligence, fraud or wilful misconduct on the part of the Administrator in the performance of its duties.

*Company Secretarial Agreement* dated 7<sup>th</sup> November 2011 specifies the terms under which Dicorp Limited has agreed, to act as Company Secretary. This agreement will continue in effect until terminated at any time by either party without the payment of any penalty, upon not less than 90 days written notice to the other party, except that this agreement may be terminated immediately by the Fund if the Company Secretary is no longer permitted to discharge its duties hereunder pursuant to any applicable law in Gibraltar. The agreement contains an indemnity from the Administrator to the Fund in respect of all liabilities, losses, damages, actions, proceedings and claims which may be brought against, suffered or incurred by the Fund to the extent that they are directly attributable to the gross negligence, fraud or wilful misconduct on the part of the Administrator in the performance of its duties.

*Custodian Agreement* dated [ ] 2018 between the Fund and the Custodian specifies the terms whereby Banque Lombard Odier & Cie SA (“LO&C” and/or the “Custodian”) agrees to act as custodian for the Fund and the Cells assets. The Fund may appoint additional depositaries in the future if the Directors deem that this would assist the running of the Fund, and will inform all investors accordingly of the appointment. The Agreement shall be for an indefinite period unless terminated by either party giving to the other 90 days written notice of the date upon which the Agreement is to terminate (the “Termination Date”). At least 15 days prior to the Termination Date, the Fund shall give to LO&C instructions specifying the names of the persons or institutions to whom LO&C shall deliver the Safe Custody Assets. The Agreement may be terminated forthwith by LO&C a Regulator or Supervisory Authority of the Fund imposes terms, conditions, limitations or restrictions directly or indirectly to LO&C other than those specified in this Agreement. The Agreement may be terminated forthwith by either party giving notice in writing to the other party if at any time that other party goes into liquidation or a receiver, examiner or administrator (or equivalent) is appointed over all or any part of either party or its assets or either party commits a breach of any provision hereof, which is capable of remedy and shall not have been remedied within 30 days from the service of notice to do so. Any termination of the appointment of LO&C under the provision of the Agreement shall be without prejudice to any antecedent liability of LO&C and the Fund respectively. LO&C shall be entitled to receive all fees and other money due until the Termination Date. Neither party shall be entitled to compensation in respect of such termination. Any termination shall not affect any right or liability arising out of events occurring prior to his effectiveness of the termination.

*Brokerage Services supplied by LO&C to the Fund* are applicable to all assets of the Fund, and are governed by the General Conditions as stated in the Corporate Account opening documents dated [ ] 2018. Article 1 of the General Conditions states that for the purpose of executing any and all transactions on the Fund’s behalf, the Fund agrees these general conditions will also be subject to the regulations and practices of any relevant stock exchanges, markets and clearinghouses, and to the laws and regulations which apply in the countries where such client transactions are carried out. Article 22 states that purchases and sales of securities made through LO&C shall be subject to local stock-exchange regulations and practices. LO&C may make purchases and sales through sub-agents, in which case, in the event of errors, omissions or faulty execution on their part, LO&C’s liability shall extend only to the care with which it has selected and instructed them. Article 30 states that LO&C and the Fund may terminate their relationship at any time, effective immediately, in which case, unless otherwise agreed to in writing, LO&C reserves the right to cancel all credit lines and to declare that all of its claims

against the Fund have become payable. Unless otherwise agreed in writing, the contractual relationship between the Fund or the Fund's attorneys and LO&C shall not be terminated by the legal incapacity or bankruptcy of the Fund.

## **5. CONFLICTS OF INTEREST**

There may arise instances where the interest of the Directors, the Administrators or their affiliates conflict with interests of the Fund and its Investors. Such conflicts include, but are not limited to the following:

- The Directors may be engaged in other substantial activities apart from the activities with respect to the Fund and may devote to the Fund only as much time as is reasonably necessary, in their judgement, for its management.
- One or more of the Directors of the Fund may enter into agreements with third parties and/or other officers of the Fund, whereby they will receive a percentage of any investment into the Fund which was procured by them.
- Ralf Huber, Director of the Fund, is also a director and shareholder of Huber & Co Limited.
- James Lasry and Tim Streatfeild-James, Directors of the Fund, are also directors of Huber & Co Limited.
- One of the Directors of the Fund is also a partner of its legal adviser.
- One or more of the Directors are directors of other companies or funds that trade similar instruments and/or invest in similar assets to that traded by the Fund.
- The Directors are being appointed or removed by the holders of Ordinary Shares of the Fund. The Ordinary Shares of the Fund are currently held by Ralf Huber.
- The Directors of the Fund may enter into agreements with third parties and/or other officers of the Fund, whereby they may receive an introductory inducement for any investment into the Fund which was procured by them.

In the event of a conflict of interest between its duties and offices as Investor in and directors of the Fund, the directors' duty to act in the interests of the Investors of the Fund shall prevail.

There may be circumstances where an investment opportunity may be open to more than one Cell but the amount that can be invested is limited. In such circumstances the Directors will determine, in their absolute discretion, which Cell should make the investment.

## **6. VOTING OF THE FUND ASSETS**

Any options or rights, including voting rights, in any of the assets owned by the Fund and/or any of the Cells will be exercised by the Directors, in a manner which in their opinion is in the best interests of the Fund.

## **7. MATERIAL CHANGES**

This private placement memorandum may be amended and any material change will be notified to the Gibraltar Financial Services Commission within 20 Business Days of the material change taking place. Neither the delivery of this document, nor the offer, issue or sale of Participation Shares in the

Fund shall under any circumstances constitute a representation that the affairs of the Fund have not changed since the date of this private placement memorandum.

A Material Change is considered as being a change to any aspect of the Fund or the Fund with respect to a specific Cell which would potentially have a significant impact on Investors. This includes for example:

- Any change to material relationships the Fund has with persons performing any function in relation to the Fund;
- Any significant changes to the structure of the Fund;
- Any significant changes to the investment objectives, strategy, or restrictions of the Fund;
- Changes that will affect how the NAVs are calculated;
- Changes which are likely to affect Investors negatively.

Minor changes in fees or subscription arrangements would not be considered a Material Change. If, in the absolute discretion of the Directors, in order to protect the Investors' interests, the Directors feel that a Material Change must be made, Investors will be given 20 Business Days' notice prior to the Material Change. Where the Directors, in their absolute discretion are of the opinion that extraordinary circumstances dictate the implementation of a Material Change in a time sensitive or urgent manner, Investors will be given less than 20 Business Days' notice or no prior notice at all. Investors shall be informed of such Material Changes as soon as practicable.

## **8. GOVERNING LAW**

The Fund is governed by the law of Gibraltar and any dispute relating to the Fund shall be submitted in first instance to a competent court of Gibraltar.



## CELL B - GOTTHAM WORLD EQUITIES STRATEGIES

Part B of the PPM contains particulars relating to the Cell entitled “Gotham World Equities Strategies” which is launched as Cell B (the “Cell” and/or “Cell B”) of Gotham Fund PCC Limited (the “Fund”). This Part B was issued on [ ] March 2018 and should be read, together with Part A of this private placement memorandum issued on [ ] March 2018, as one document.

The Cell will be open to investors on a **weekly** basis.

## I. SUMMARY OF TERMS

### **CELL B: WORLD EQUITIES STRATEGIES**

Cell B – Gotham World Equities Strategies - is a segregated cell of Gotham Fund PCC Limited, a Gibraltar registered experienced investor fund established as a protected cell company (“PCC”) pursuant to the Protect Cell Companies Act 2011.

### **INVESTMENT OBJECTIVES**

Cell B – Gotham World Equities Strategies - seeks to achieve a long-term capital growth in a broad range of international funds of equities and/or other equities. Cell B will invest in international worldwide equities markets and in those markets, which in the sole judgement of the Board of Directors at the time of making such investments have sufficient liquidity to enable the Board of Directors to open and close positions without causing excessive movements.

### **SUBSCRIPTIONS**

The Fund will offer Class B Participation Shares at a net price per Participation Share equal to the Net Asset Value per Class B Participation Share of the Fund on each Valuation Day. Unless the Directors, in their absolute discretion, determine otherwise, subscription payments must be received by the Fund at least two (2) Business Days prior to the relevant Subscription Day. The minimum initial investment is €100,000 or €50,000, or its equivalent, if the Investor has been advised by a Professional Adviser to invest in the Fund and the Administrator has received confirmation of such advice and additional subscriptions are permitted by an investor, subject to a minimum of €10,000 per transaction or its equivalent.

A Subscription Fee of up to 1% may be charged on subscription to Class B Participation Shares. The Subscription Fee is based on the value of, and added to the purchase price of the Class B Participation Shares. Any Subscription Fee may be retained by the Fund on behalf of another or split with any broker or other introducer introducing investors to the Fund.

The Board reserves the right to vary any of the subscription requirements of the Cell.

Further information in respect of subscriptions to each Cell is contained in this Part B of this private placement memorandum.

### **REDEMPTIONS**

Class B Participation Shares may be redeemed at the Net Asset Value per Class B Participation Share on the Redemption Day, following the expiry of not less than two (2) Business Days’ written notice of redemption from the Investor to the Fund. The Fund may, in the absolute discretion of the Board, redeem Class B Participation Shares within less than the two (2) Business Days’ notice

period. The minimum redemption amount is €10,000 or equivalent.

The redemption of Class B Participation Shares by a Investor resulting in the value of Class B Participation Shares held by the Investor in any one class totalling less than €100,000 or equivalent may cause redemption of the whole position of the entire holding of the Investor in that class.

A Redemption Fee of up to 1% may be on redeeming Class B Participation Shares of the Fund. The Redemption Fee is based on the value of, and subtracted from the redemption proceeds of the Class B Participation Shares. Any Redemption Fee may be retained by the Fund on behalf of another or split with any broker or other introducer introducing investors to the Fund.

The Board reserves the right to vary any of the redemption requirements of the Cell.

Further information in respect of redemptions of Class B Participation Shares is contained in this Part B of this private placement memorandum.

## **FEES AND EXPENSES**

### ***Fees of the Directors***

The Fund with respect to Cell B will pay £10,000 to Timothy Streatfeild-James and £10,000 to James Lasry towards the directors fees (the “Directors Fees”), as set out in Part A of this private placement memorandum.

In addition, the Fund with respect to Cell B shall pay Ralf Huber an annual directors’ fee of 0.10% of the Assets Under Management of Cell B subject to a minimum annual fee of £5,000. The director’s fee shall accrue on each Valuation Day and be paid quarterly in arrears.

In addition, the Fund with respect to Cell B shall pay Huber & Co Limited an annual fee (“Corporate Director Fee”) of 1.50% of the Assets Under Management of Cell B effective 1 January 2018. The Corporate Director Fee shall be accrued on each Valuation Day and paid quarterly in arrears.

Disbursements and “out of pocket expenses” such as telecommunication, facsimile and mail costs are charged separately.

### ***Fees of the Administrator***

The Fund with respect to Cell B will pay Helvetic Fund Administration Limited, as Administrator, 0.15% of the net asset value of Cell B calculated and accrued on each Valuation Day and paid monthly in arrears, subject to a

minimum administration fee of €36,000 per annum (the “Administration Fee”).

The Fund with respect to Cell B will pay a proportional part of the set-up fee as set out in Part A of this private placement memorandum, pro-rata based on the net assets of Cell B or otherwise as the Board of Directors may, in their absolute discretion, determine; and

Disbursements and “out of pocket expenses” such as telecommunication, facsimile and mail costs are charged separately.

#### ***Fees of the Company Secretary***

The Fund with respect to Cell B shall pay the Company Secretary fees, as set-out in Part A of this private placement memorandum, pro-rata based on the net assets of Cell B or otherwise as the Board of Directors may, in their absolute discretion, determine.

Disbursements and “out of pocket expenses” such as telecommunication, facsimile and mail costs are charged separately.

#### ***Fees of the Custodian***

The Fund with respect to Cell B will pay Banque Lombard Odier & Cie SA (“LO&C”), as Custodian, an annual fee of 0.15 % of the total assets of Cell B, calculated and accrued on a weekly basis, paid quarterly in arrears (no minimum fees will apply). This annual fee does not include Sub-Custodian, correspondent and transaction fees.

Disbursements and “out of pocket expenses” such as telecommunication, facsimile and mail costs are charged separately.

#### ***Legal, Audit and Other Expenses***

The Fund with respect to Cell B will pay its own legal, audit and other expenses.

Disbursements such as telecommunication, fax, mail and office costs are charged separately.

Other fees in respect of this Cell are set out in Part A of this private placement memorandum.

#### ***Subscription Fee***

A Subscription Fee of up to 1% may be charged on subscription to Class B Participation Shares. The Subscription Fee is based on the value of, and added to

the purchase price of the Class B Participation Shares. Any Subscription Fee may be retained by the Fund on behalf of another or split with any broker or other introducer introducing investors to the Fund.

***Redemption Fee***

**A Redemption Fee of up to 1% may be charged on redeeming Class B Participation Shares of the Cell. The Redemption Fee is based on the value of, and subtracted from the redemption proceeds of the Class B Participation Shares. Any Redemption Fee may be retained by the Fund on behalf of another or split with any broker or other introducer introducing investors to the Fund.**

## II. DEFINITIONS

In this Part B - Cell B – World Equities Strategies Fund - unless the context otherwise requires the following expressions shall have the following meanings:

<b>“Assets Under Management”</b>	gross value of assets under management.
<b>“Cell B” and/or “Gottham World Equities Strategies”</b>	Cell B – Gottham World Equities Strategies.
<b>“Class B Participation Shares”</b>	Class B Participation Shares issued in consideration for subscription to Cell B.
<b>“Investor”</b>	any individual who subscribes to Participation Shares in the Fund.
<b>“Professional Adviser</b>	a person who is authorised or entitled in the European Economic Area, or in such other jurisdiction that is in the opinion of the Authority regulated under and in accordance with a legislative and regulatory regime that provides at least equivalent protection to that of the legislative and regulatory regime in Gibraltar, to provide investment advice by way of business in respect of collective investment schemes.
<b>“Redemption”</b>	the redemption of a Class B Participation Share by the Fund.
<b>“Redemption Day”</b>	in respect of redemptions, the first Business Day of each calendar week in each year. The Board of Directors reserve the right, in their sole and absolute discretion, to determine any other date as being a Redemption Day.
<b>“Redemption Fee”</b>	the fee, if any, charged to investors when they redeem Class B Participation Shares in the Fund.
<b>“Redemption Notice”</b>	a written notice, as set out in Appendix C, served by a Investor on the Fund in respect of Cell B requesting to redeem Participation Shares.
<b>“Subscription Agreement”</b>	a completed agreement as provided at the end of this private placement memorandum served by an investor, requesting to subscribe to Class B Participation Shares.
<b>“Subscription Amount”</b>	in respect of each Class B Participation Share the amount paid by a Investor to acquire such share (not including any Subscription Fee).

**“Subscription Day”**

in respect of subscriptions, the first Business Day of each calendar week in each year. The Board of Directors reserve the right, in their sole and absolute discretion, to determine any other date as being the Subscription Day.

**“Subscription Fee”**

the fee, if any, charged to investors when they subscribe for Class B Participation Share in the Fund.

**“Valuation Day”**

the last Business Day of each calendar week. The Board may however determine any other date as being the Valuation Day. The Board of Directors reserve the right, in their sole and absolute discretion, to determine any other date as being the Subscription Day.

### III. INVESTMENT OBJECTIVES AND INVESTMENT RESTRICTIONS

#### ***Investment Objectives***

Cell B – Gotham World Equities Strategies - seeks to achieve a long-term capital growth in a broad range of international equities. Cell B is allowed to invest up to 100% of its assets in other investment funds (Long-only), ETFs, certificates, or any equity related vehicle that the Board of Directors deems appropriate. The Fund may use from time to time currency protection. The Fund will only invest in those markets, which in the sole judgement of the Board of Directors at the time of making such investments have sufficient liquidity to enable the Board of Directors to open and close positions without causing excessive movements. The strategy will be of a buy and hold approach, with a bias on value. The Fund on behalf of the Cell could, opportunistically, engage in some active trading (i.e. buying/selling a position several times a week), but this will be the exception rather than the norm

#### ***Investment Restrictions***

The following investment restrictions will apply to Cell B:

- No more than 20% of the gross assets of the Cell may be invested in the securities of any one issuer at the time of purchase. If the portfolio grows and the securities of a single issuer in the Fund's portfolio increases above 20%, the Fund will not be required to sell securities to reduce it's holding to 20%. The 20% limit is only required to be observed at the time when the investment is made. However, this restriction shall not apply to securities issued or guaranteed by a government, government agency or instrumentality of any European Union or OECD Member State or by any supranational authority of which one or more European Union or OECD Member States are members. The restriction will also not apply to new issues.
- The Cell will not employ leverage or take any credit loan in cash from any bank or financial institution;
- A minimum cash position of 5% of the Gross assets of the Cell will be available for redemptions at any time;
- The Cell will not take legal or management control of the issuers of underlying investments;
- The Cell will not invest in real Estate;
- The Cell will not invest in physical commodities other than gold & precious metals;
- There is no limitation on trading liquid currencies.

#### ***Breach of Investment and/or Borrowing Restrictions***

The Directors will ensure that corrective action is taken where the Fund is in breach of any of the investment or borrowing restrictions as set out in the private placement memorandum. Only where the breach is considered material will the Directors notify investors and the regulator. The Directors will decide whether a breach in the investment restrictions or borrowing restrictions of the Fund should be considered material on a case-by-case basis. In determining this, the Directors will consider whether the breach has had a material financial impact on the Investors (or any particular Investor). Investors will be informed in writing after the Directors have determined that a material breach has been made.



#### IV. INVESTOR INFORMATION

The Directors of the Fund with respect to Cell B agree to compute and provide the following reports to investors, or their nominees, each in a form acceptable to the Directors and prepared in accordance with International Accounting Standards.

**Net Asset Value:**

The Net Asset Value per Class B Participation Shares will be computed by the Administrator on each Valuation Day and reported to the investors within 5 Business Days of the Net Asset Value having been approved by the Directors.

**Audited Statements:**

Annual audited financial statements will be provided, upon request, within six months of the financial year-end.

Whilst the Fund with respect to Cell B will endeavour to provide the aforementioned by the time deadlines stated, the Cell shall not be held liable for any delays in providing the relevant reports and/or publishing the relevant information which result from unexpected contingencies, such as delays in receiving necessary information from which to prepare such reports or information; equipment failure; fire or other physical damage to office or equipment or power failures.

The audited financial statements shall be kept at the administrator's office and filed with the FSC within 6 months of the financial statement period end, or any such other time as determined by the FSC.



## V. SPECIFIC RISK FACTORS

There is no guarantee that the Fund with respect to Cell B will meet its investment objective and achieve a positive absolute return. All stock market investments carry risk, prices will fluctuate and investors in Cell B may lose all or part of their original investment.

In addition to the risk factors set forth in Part A of the private placement memorandum, the following additional risk factors exist in connection with the Cell's investment policy:

**Speculative Position Limits.** Some exchanges have established speculative position limits, which govern the maximum position, which any person may hold or control. It is possible that the Fund with respect to Cell B may have to modify trading strategies or liquidate positions in order to avoid exceeding speculative position limits. Such modification or liquidation, if required, could adversely affect the Cell's objective to achieve capital appreciation.

**Forward Markets.** Although the forward markets, including the foreign currency markets, may not necessarily be more volatile than the markets in other assets, the forward markets offer less protection against defaults in trading than is available when trading occurs on an exchange. Forward contracts are not guaranteed by an exchange or clearing house, and therefore, a non-settlement or default on the contract would deprive the Cell of unrealised profits or force the Fund to cover its commitment for purchase and resale, if any, at the current market price.

The low margin normally required in forward trading permit an extremely high degree of leverage, since margin requirements for futures trading in some cases are as little as 2% of the face value (or "exposure") of the contracts traded. Therefore the gross value of positions held may be several times the value of the assets under management. Consequently, even a slight movement in the prices of commodities to which the assets under management are exposed could result in immediate and substantial losses to the investor.

**Management Risk.** The success of the Cell's investments in fixed-income vehicles is subject to the ability of the Board of Directors to achieve the Portfolio Fund's investment objectives.

**Non-Diversification Risk.** If the Cell's investment in fixed-income vehicles represents a relatively significant percentage of the Cell's portfolio, the value of the portfolio will be more impacted by a loss on that vehicle than if the portfolio were more diversified.

**Natural Disasters.** The financial markets are often severely affected by natural disasters such as earthquakes, hurricanes and tsunamis. In the event of a natural disaster in a region of high economic output, financial markets normally sell-off, resulting in a severe decline in market value of all securities. Natural disaster therefore could be detrimental to the Net Asset Value of the Cell.

**Economic Climate.** The reporting of weak economic data such as unemployment figures, house buying, consumer confidence, gross domestic product, inflation etc. can have a direct or indirect impact on the value of a chosen stock.

**Past Performance.** Past performance is no indication of future performance, although investment decisions may contribute some weight to a stocks past performance when deciding to invest in the stock.

**Taxation Risks.** Taxation risk involves the taxation laws of the jurisdiction in which a corporation is domiciled. Local tax laws may impose withholding taxes or other taxes on the payment of dividends on a stock or the payment of interest on a fixed-income security.

**Political Risk.** The value of a specific stock may be affected by uncertainties such as political or diplomatic developments, social and religious instability, changes in government policies, taxation and interest rates, acts of god, war or acts of terror and other political and economic developments

in law or regulations and, in particular, the risk of, and change in, legislation relating to the level of foreign ownership of a project.

**Counterparty Risk.** Any monies or assets held by counterparties on behalf of the Fund may be at risk and be unrecoverable if the counterparty defaults.

**Currency Exchange Risk.** Investments may be made which are denominated in currencies other than the base currency of the Cell. Due to currency exchange, there is a risk that any gains in investment value will be off-set against a change in exchange rate.

**The Foreign Account Tax Compliance Act (FATCA).** FATCA is U.S legislation relating to combating tax evasion and the recouping of tax revenues. FATCA requires that non-U.S foreign financial institutions identify and disclose their U.S members or be subject to a 30% withholding tax on any U.S sourced income paid on or after the 1<sup>st</sup> January 2014. Further detail regarding the implementation of this legislation is pending; however, investors should be aware that certain information on investor required on subscription of shares to the Fund could be disclosed to U.S authorities.

**Inflation risk.** Inflation risk is the risk that the value of assets or income from investments will be worth less in the future as inflation decreases the value of money. As inflation increases, the real value of the Class B Participation Shares can decline.

**Dilution risk.** Some strategies employed by Cell B may expose the company to share dilution at the level of an underlying company in which Cell B may invest. In these circumstances, Cell B's proportionate interest in the underlying company will be reduced. This may happen when the underlying company issues more shares to which Cell B does not subscribe. However, Cell B would not subscribe only when the Investment Adviser and Board of Directors believe participation is not consistent with pursuing Cell B's investment objective.

**Selection risk.** There is a risk that the Board may choose to invest in an equity which underperforms the market for no anticipated reason.

**Investing in Investment Funds.** An investment in a fund will share many of the other investment risks associated with other investment classes such as liquidity risk and management risk. Some funds may have lock-up provisions whereby investors can not redeem during the lock-up period. When investing in funds, there is a risk that valuations are inaccurate.

**THE FOREGOING LIST OF RISK FACTORS DOES NOT PURPORT TO BE A COMPLETE EXPLANATION OF THE RISKS INVOLVED IN THIS OFFERING. PROSPECTIVE INVESTORS SHOULD READ THIS ENTIRE MEMORANDUM AND CONSULT WITH THEIR PROFESSIONAL ADVISERS BEFORE DETERMINING WHETHER TO INVEST IN THE FUND.**

## **VI. FEES AND EXPENSES**

In addition to the Fees set out in Part A of this private placement memorandum, the following fees apply to Cell B.

### **1. INITIAL ORGANISATION COSTS**

The Fund with respect to Cell B will pay a proportional part of the costs and expenses associated with the initial organisation of the Fund, pro-rata based on net assets or otherwise as the Board of Directors may, in their absolute discretion, determine. These costs including government incorporation charges and professional fees and expenses in connection with the preparation of the Fund's information documents, and the preparation of its corporate documents and contracts, which are expected not to exceed €50,000 and are to be paid by the Fund out of the initial proceeds of the offering of the Fund's shares. Such organisational costs and expenses will be amortised by the Fund over a period of 60 months from commencement of investment activity.

### **2. FEES OF THE DIRECTORS**

The Fund with respect to Cell B will pay £10,000 to Timothy Streatfeild-James and £10,000 to James Lasry towards the directors fees (the "Director' Fees"), as set out in Part A of this private placement memorandum.

In addition, the Fund with respect to Cell B shall pay Ralf Huber an annual directors' fee of 0.10% of the Assets Under Management of Cell B subject to a minimum annual fee of £5,000. The directors' fee shall accrue on each Valuation Day and be paid quarterly in arrears.

In addition, the Fund with respect to Cell B shall pay Huber & Co Limited an annual fee ("Corporate Director Fee") of 1.50% of the Assets Under Management of Cell B effective 1 January 2018. The Corporate Director Fee shall be accrued on each Valuation Day and paid quarterly in arrears.

Huber & Co Limited has engaged at its expense Sept Finance S.A as an adviser to it in respect of the Cell B. Sept Finance S.A is a wealth management company based in Geneva. It was created in 1990 by Pierre Retord under its previous name, Sodiprivés S.A. Sept Finance S.A has a staff of more than 12 employees and is a member of the Swiss Association of Asset Managers, the first federation of independent asset managers in the Lake Geneva region. Its registered address is Rue Albert-Gos 3, 1206 Genève – Suisse. Patrick Bernasconi joined the bank Ferrier Lullin & Cie in 1987 where he worked in various departments before becoming a portfolio manager in 1995, This included the task of direct customary advisory. In 1999 Patrick Bernasconi obtained the title "Certified International Wealth Manager "CIWM (CFPI). In 2008 Patrick Bernasconi became a partner in Sept Finance S.A with Pierre Retord.

### **3. FEES OF THE ADMINISTRATOR**

The Fund with respect to Cell B shall pay Helvetic Fund Administration Limited, the Administrator, an annual administration fee (the "Administration Fee") of 0.15% of the net asset value of Cell B calculated and accrued at each Valuation Day and paid monthly in arrears, subject to a minimum Administration Fee of €36,000 per annum.

The Fund with respect to Cell B will pay a proportional part of the set-up fee of €5,000 paid to Helvetic Fund Administration Limited, as set out in Part A of this private placement memorandum, pro-rata based on its net assets of Cell B or otherwise as the Board of Directors may, in their absolute discretion, determine.

Disbursements and “out of pocket expenses” such as telecommunication, facsimile and mail costs are charged separately.

#### **4. FEES OF THE COMPANY SECRETARY**

The Fund with respect to Cell B shall pay a proportional part of the company secretarial fee (the “Company Secretarial Fee”), as set out in Part A of this private placement memorandum, pro-rata based on its net assets or otherwise as the Board of Directors may, in their absolute discretion, determine.

Disbursements and “out of pocket expenses” such as telecommunication, facsimile and mail costs are charged separately.

#### **5. FEES OF THE CUSTODIAN**

The Fund with respect to Cell B will pay Lombard Odier & Cie (LO&C”), the Custodian, a custodian fee (the “Custodian Fee”) of 0.15 % of the total assets of Cell B per annum. The Custodian Fee is calculated and accrued on a weekly basis and paid quarterly in arrears (no minimum fees will apply).

This annual fee does not include Sub-Custodian, correspondent and transaction fees. Additional transaction fees will be charged by the Custodian as agreed with the Fund from time to time.

The Fund with respect to Cell B will pay an amount equal to any disbursements paid on behalf of Cell B and any out-of-pocket expenses properly incurred by the Custodian in carrying out its duties.

#### **6. FEES OF THE BROKER AND TRANSACTIONAL COSTS**

For its trading activities, the Fund, in respect of Cell B, will use the services of the Custodian to execute some of, and clear all of, its transactions and to carry its account. The Fund, in respect of Cell B, will pay the Custodian brokerage fees at agreed commercial rates. Subject to prior approval of the Custodian, one or more other brokerage firms may be selected, to act as clearers, to execute certain transactions for delivery to/from the Custodian. The Fund, in respect of the Fund, in respect of Cell B, will pay all expenses incurred in connection with its trading and investment activities, including but not limited to all execution, other transaction costs and expenses, custody expenses and all other related expenses and costs. The Directors may negotiate and receive rebates of commission in respect of each brokerage transaction and other banking charges. Any rebates received shall be for the benefit of the Fund in respect of Cell B.

#### **7. OTHER OPERATING EXPENSES**

The Fund with respect to Cell B will pay its own legal, audit and other expenses.

Disbursements such as telecommunication, fax, mail and office costs are charged separately.

Other fees in respect of Cell B are set out in Part A of this private placement memorandum.

## VII. ADDITIONAL INFORMATION

### 1. SUBSCRIPTIONS

The Fund is offering Class B Participation Shares for subscription at a net price per Share equal to the Net Asset Value per Class B Participation Share at the close of business on the Valuation Day immediately preceding the relevant Subscription Day.

Subscription will be accepted on the first Subscription Day after an executed copy of the Subscription Agreement and the applicable Subscription Amounts due in respect of the Class B Participation Shares have been received by the Fund and the relevant notice period is met. The minimum initial investment per Investor is €100,000 or its equivalent. Additional subscriptions are permitted, subject to a minimum of €10,000 per transaction or its equivalent.

Subscription Amounts and relevant documentation should be received at least two (2) Business Days prior to the relevant Subscription Day. The acceptance of subscriptions is subject to confirmation of the prior receipt of cleared funds credited to the Cell's subscription account with the Custodian. The Board of Directors reserves the right to reject subscriptions in its absolute discretion. Any interest earned by the Fund on Subscription monies will be for the benefit of the Cell and the Investor shall have no right to receive interest or other sums from the Cell in respect of such sums.

A Subscription Fee of up to 1% may be charged on the subscription to the Cell. The Subscription Fee is based on the Subscription Amount. The Subscription Fee shall be deducted from the subscription monies received by the Cell, and only the net Subscription Amount shall be considered as amount paid for the Participation Shares.

The Board reserves the right to alter the above-mentioned subscription requirements at its absolute discretion. The Board reserves the right to receive tradable securities *in lieu* of or in addition to cash for payment of Subscription monies. The Administrator shall determine the cash value of any such *in specie* subscription.

### 2. REDEMPTIONS

Class B Participation Shares may be redeemed on the Redemption Day following the expiry of not less than two (2) Business Days' written notice of redemption from the Investor to the respective Cell. The Fund may, in the absolute discretion of the Board, redeem Class B Participation Shares within less than the two (2) Business Days' notice period.

The redemption price is equal to the Net Asset Value per Share of the Participation Shares in respect of the Cell at the relevant Valuation Day.

The Directors may, in their absolute discretion refuse to redeem any Participation Shares if in their opinion the respective Cell does not have sufficient cash resources to complete the redemption and/or in the event the Directors believe that such an action will be materially detrimental to the remaining investors, as described in "Redemption" and "Suspension of Redemption" in Part A of this private placement memorandum. The Directors will cause the Cell to notify the Investor of such refusal. The Directors shall not be required to sell any assets or borrow any monies to obtain the resources to redeem any Participation Shares. If the Fund does not complete the redemption on the first Redemption Day requested then the Redemption Notice shall be deemed to be carried forward to the next Redemption Day by the member who shall not be required to submit a further notice of redemption to redeem any shares.

A partial redemption request for an amount of less than €10,000 or equivalent will not be accepted. The Board has the right to require the compulsory redemption of all Participation Shares held by a Investor who is a U.S. Person (see "Investor Suitability"), or otherwise at its sole discretion. Any such

compulsory redemption will be made at the Net Asset Value per Share on the Valuation Day next following the issuance of a notice of redemption to the Investor.

A Redemption Fee of 1% may be charged on the redemption of Class B Participation Shares of the Cell. The Redemption Fee is based on the redemption proceeds. The Redemption Fee shall be deducted from the redemption proceed, and only the net Redemption Amount shall be paid to the redeeming Investor.

The Board reserves the right to vary any of the redemption requirements of the Fund.

### **3. DIVIDEND POLICY**

The Directors do not anticipate that any dividends shall be paid to Investors of Class B Participation Shares, earnings and profits, but rather such income will be reinvested. The Directors reserve the right to change this policy.

### **4. ADDITIONAL INFORMATION**

**ISIN Number:** GI000A1JNMB7  
**WKN:** A1JNMB  
Class B Participation Shares  
**Issuer:** Gotham Fund PCC Limited – Cell B: Gotham World Equities Strategies  
**Type:** Participation Shares

### **5. CONFLICTS OF INTEREST**

There are no conflicts of interest in respect of this Cell in addition to those referred to in Part A of this private placement memorandum.

## VIII. PAYMENT INSTRUCTIONS

Once the Subscription Agreement and other required documents have been filled in and faxed and then sent to the Fund with respect to a subscription to Cell B, subscription funds should be sent to the Fund at the following address:

<b>Bank:</b>	[REDACTED]
<b>CURRENCY:</b>	EURO
<b>Remit to:</b>	[REDACTED]
<b>Swift Code:</b>	[REDACTED]
<b>For the a/c of:</b>	[REDACTED]
<b>IBAN:</b>	[REDACTED]
<b>Account Name:</b>	Gottham Fund PCC Limited
<b>Account Number:</b>	[REDACTED]
<b>Ref A/C:</b>	CELL B – GOTTHAM WORLD EQUITIES STRATEGIES [Subscriber's Name]

Please remember to add the name of the Investor as a reference on the fund wiring instructions to ensure proper crediting of funds.

Please also advise the Administrator that the funds have been sent:

c/o Helvetic Fund Administration Limited  
Suite 209 Neptune House  
Marina Bay  
Gibraltar

Phone: 00350 200 45953  
Fax: 00350 200 45952  
Email: hfa@hfft.gi



**APPENDIX A**  
**SUBSCRIPTION AGREEMENT**

**Gottham Fund PCC Limited**  
c/o Helvetic Fund Administration Limited,  
Suite 207 Neptune House,  
Marina Bay,  
Gibraltar.

Dear Sirs,

The undersigned (“the Investor”) acknowledges having received the private placement memorandum dated [ ] March 2018 for the offering of redeemable preference shares (the “Participation Shares”) in **Gottham Fund PCC Limited** (the “Fund”) on the terms of the private placement memorandum and subject to the provisions of the Memorandum and Articles of Association of the Fund.

The undersigned confirms that he is an experienced investor within the meaning of the Financial Services (Experienced Investor Funds) Regulations, 2012 and acknowledges that he has received and accepted the investment warnings set out in the private placement memorandum.

The Investor wishes to subscribe for **Class B Participation Shares** which relates to an investment in the Fund with respect to **Cell B** on the terms of the private placement memorandum and subject to the provisions of the Memorandum and Articles of Association of the Fund and this Subscription Agreement (which includes the attached Subscription Information).

The undersigned acknowledges that except as provided under applicable securities laws, this subscription is and shall be irrevocable, except that the undersigned shall have no obligations hereunder if this subscription is for any reason rejected or this offering is for any reason cancelled.

The Investor represents and warrants that:

- 1) Participation Shares are not being purchased with a view to immediate resale or active trading;
- 2) all consents required to be obtained and all legal requirements necessary to be complied with or observed in order for this Agreement or the issuance of Participation Shares to be lawful and valid under the laws of any jurisdiction to which the Investor is subject have been obtained, complied with or observed;
- 3) Participation Shares (nor any interest therein) are not being acquired or will at any time be held, directly or indirectly, for the account or benefit of a Politically Exposed Person (“PEP”) such as a senior political figure or the spouse or associate of a senior political figure, unless the Directors have determined otherwise;
- 4) none of the Participation Shares (nor any interest therein) are being acquired or will at any time be held, directly or indirectly, for the account or benefit of a person on any European Union, United States of America, Swiss or Foreign Office or any other OECD Money Laundering or Terrorism “Watch List”;
- 5) the Investor has not relied on any representations or other information purported to be given on behalf of the Fund except as set forth in the private placement memorandum which he has fully read and hereby acknowledges, any documents referred to therein or the published financial accounts of the Fund, and has consulted his/her/its own attorney, accountant and/or investment manager with respect to the investment contemplated hereby and its suitability for the Investor;
- 6) none of the Participation Shares (nor any interest therein) are being acquired or will at any time be held, directly or indirectly, for the account or benefit of a U.S. Person and none of the

Participation Shares will be transferred to any person who has failed to supply a similar representation. "U.S. Person" means:

- i) Any natural person resident in the United States of America, its territories and possessions, any State of the United States, and the District of Columbia (the "United States")
- ii) Any partnership or corporation organized or incorporated under the laws of the United States;
- iii) Any estate of which any executor or administrator is a U.S. person;
- iv) Any trust of which any trustee is a U.S. person;
- v) Any agency or branch of a foreign entity located in the United States;
- vi) 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;
- vii) 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
- viii) Any partnership or corporation if:
  - A. Organized or incorporated under the laws of any foreign jurisdiction; and
  - B. Formed by a U.S. person principally for the purpose of investing in securities not registered under the United States Securities Act of 1933, as amended, (the "Securities Act"), unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) of the Securities Act) who are not natural persons, estates or trusts

PROVIDED THAT a person or entity shall not be considered a U.S. Person if he or she or it qualifies under any exemption in the Securities Act.

- 7) None of the Participation Shares (nor any interest therein) are being acquired or will be acquired at any time by a person who is Gibraltarian or who is a resident of Gibraltar, excluding any person which has been granted the status of a category 2 individual or any company which has been granted the status of a tax-exempt company.
- 8) The Fund has made available to the Investor, during the course of this transaction and prior to the purchase of any of the Participation Shares, the opportunity to ask questions of and receive answers from any Director of the Fund concerning the terms and conditions of the offering described in the private placement memorandum and in any documents referred to therein, and to obtain any additional information necessary to verify the information contained therein or otherwise relative to the financial data and business of the Fund, to the extent that such parties possess such information or can acquire it without unreasonable effort or expense, and all such questions, if asked, have been answered satisfactorily and all such documents, if examined, have been found to be fully satisfactory.

The Investor will promptly inform the Fund of any changes to the information disclosed, or to any of the above representations.

- 9) The Investor represents and warrants to the Fund:
  - a) to provide promptly such information as the Fund or its service providers may request to enable the Fund to comply with US FATCA and/or UK FATCA and to enter into and comply with any Foreign Financial Institution Agreement ("FFI Agreement");
  - b) to provide promptly such information as the Fund or its service providers may request to determine if the Investor is itself a Foreign Financial Institution ("FFI");

- c) if the Investor is a FFI, to provide promptly such information as may be requested to determine if the Investor has entered into its own FFI Agreement, providing details of their GIIN;
- d) to indemnify the Fund for any liabilities, losses or expenses (including the payment of or the suffering of withholding taxes) incurred or suffered by the Fund as a consequence of the Investor's failure to comply with any of its obligations under this Subscription Agreement, including any withholding tax imposed under US FATCA (if applicable).

The Investor acknowledges that:

- a. the Fund will make disclosures concerning the Investor to the relevant authorities under obligations contained in US FATCA, UK FATCA and any similar legislation applicable to the Fund, and/or any FFI Agreement entered into by or on behalf of the Fund.
- b. disclosures to the relevant authorities will also be made in instances where the investor fails to provide sufficient information by the specified date and the Fund has reason to believe the investor may be a reportable person under US FATCA or UK FATCA (or any similar legislation applicable to the Fund);
- c. if the Investor fails to comply with any of its obligations set out in this Subscription Agreement, the Fund may mandatorily redeem the Investor's Participating Shares.

The Directors may, at their sole discretion, compulsorily redeem Shares held by a shareholder who is not an eligible investor (as stated in the PPM), or if the Directors are of the opinion that having such a shareholder is not in the best interests of the Company and/or the other shareholders. Participation Shares may be compulsorily redeemed at the option of the Directors, giving such notice to the relevant Shareholder(s) as stated in the PPM or as otherwise determined by the Directors, on the next Dealing Day following the expiry of the relevant notice period to the Shareholder. Any compulsory redemption must be made at the Net Asset Value per Share calculated on the next applicable Valuation Day following the expiry of the notice of redemption to the Shareholder.

**The Investor agrees to indemnify and hold harmless the Fund, its promoters, directors and officers and each other person or entity, if any, who controls it, against any and all loss, liability, claim, damage, costs and expense whatsoever (including but not limited to any and all expenses whatsoever reasonably incurred in investigating preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the Investor to comply with the covenant or agreement made by the Investor herein or in any other document in connection with this transaction.**

The Investor has evaluated the risks of investing in the Participation Shares, and has determined that the Participation Shares are a suitable investment for the Investor. The Investor acknowledges that there can be no assurance that appreciation of the Fund's assets will occur or that losses will not be realized and that the value of Participation Shares may be subject to volatile movements and may fall as well as rise. Accordingly, the Investor can bear the economic risk of this investment and can afford a complete loss of the Investor's investment. The Investor agrees that any information supplied by them to the Fund will, subject to any legal restrictions, be made available by the Fund to the Administrator and any Depositaries of the Fund. The Investor agrees that any information supplied by them to the Fund will be made available by the Fund to the Administrator and any Depositaries of the Fund.

This Agreement shall be governed by and interpreted in accordance with the laws of Gibraltar. Any dispute or controversy arising out of, under, in connection with or in relation to this Agreement shall be determined and settled by the Gibraltar court of competent jurisdiction. The unsuccessful party shall be responsible for all costs of such action, including but not limited to fees associated with the arbitration proceeding, reasonable attorneys' fees, court costs (if any), any filing fees, any associated disbursements, and any other fees and charges incurred in connection therewith.

Date:

Signature:

**APPENDIX B  
SUBSCRIPTION INFORMATION**

*This subscription relates to Class B Participation Shares in Cell B of Gotham Fund PCC Limited:*

*Date of Subscription:*

*Name & Address for Share registration:*

.....  
.....

*Postal Address (if other than address of registration):*

.....  
.....

*Telephone:* .....

*Fax:* .....

*E-mail:* .....

*Amount of Subscription:*.....

TOTAL .00

*Source of funds: Details of account and name & address of remitting bank:*

*Bank Name & Address:* .....

*Swift Code:* .....

*Account name & number:* .....

*IBAN:* .....

*Details of Bank account for transfers and payments of redemptions in case of redemption (if different from above):*

*Bank Name & Address:* .....

*Swift Code:* .....

*Account name & number:* .....

*IBAN:* .....

Is the Investor the exclusive beneficial owner of the assets?  yes  no

(if no, please complete financial details below in relation to the beneficial owner)

.....  
.....

Is the Investor a Politically Exposed Person  yes  no

Name and address of employer or business (if individual investor) or business (if corporate investor):

.....  
.....

Investor's Position with employer or business: .....

Origin of assets deposited with the bank (please tick)

- |  |   |
|--|---|
| <input type="checkbox"/> sale of business          | <input type="checkbox"/> investment profits |
| <input type="checkbox"/> life time earnings/salary | <input type="checkbox"/> (lottery) winnings |
| <input type="checkbox"/> gift/inheritance          | <input type="checkbox"/> others *           |
| <input type="checkbox"/> sale of real estate       |   |

\* For others please specify:

Estimated total income p.a. (please tick)

- |  |  |
|--|--|
| <input type="checkbox"/> <€100 000           | <input type="checkbox"/> €700,000 –€1.5 Million. |
| <input type="checkbox"/> €100 000 – €300 000 | <input type="checkbox"/> > €1.5 Million*         |
| <input type="checkbox"/> €300 000 – €700 000 |  |

\* Please specify:.....

Estimated total assets (please tick)

- |  |  |
|--|--|
| <input type="checkbox"/> <€700 000               | <input type="checkbox"/> €5 Million – €10 Million  |
| <input type="checkbox"/> €700 000 – €2 Million   | <input type="checkbox"/> €10 Million – €40 Million |
| <input type="checkbox"/> €2 Million – €5 Million | <input type="checkbox"/> >€40 Million *            |

\* Please specify:.....

Report frequency (please tick)

- |                                  |                                    |
|----------------------------------|------------------------------------|
| <input type="checkbox"/> monthly | <input type="checkbox"/> quarterly |
| <input type="checkbox"/> yearly  | <input type="checkbox"/> none      |

\* Please specify how often do you want to receive fund reports

Signed:..... Date: .....

Name: .....

Entity (if corporate investor): ..... Position of signatory:.....

**Fund's use only : Accepted and confirmed:**

**APPENDIX C**  
**SUBSCRIPTION CHECKLIST**

**All Investors:**

- Original Subscription Agreement (Appendix A)
- Original Subscription Information Form (Appendix B)
- Certified true copy/ Original copy of investment advice if that Investor is investing as a “Professionally Advised” Investor

Independent verification may be required on any of the information received with regards to details of sources of wealth and income and sources of funds.

**Individual Investors:**

- Certified true copy\* of passport or national identity card
- Two certified true copies\* of proof of residential address\*\* or one together with an additional certified true copy\* of proof of identity

**Corporate Investors**

- Copy of certificate of incorporation or company search confirming full name and registered number
- Copy of latest report and accounts (audited where applicable)
- Documentation relating to legal form, structure and ownership
- Extract from registry confirming the company is in good standing and registered office business addresses
- Copy of board resolution to open the relationship and the empowering authority for those who will operate it

For each beneficial owner owning or controlling the shares or voting rights:

- Documents as above for Individual Investors

For each individual exercising control over the management of the corporate applicant e.g. director, signatory:

- Certified true copy\* of passport or national identity card
- Certified true copy\* of proof of residential address\*

If the applicant is a publically listed company or an EU financial institution, verification of this together with a copy of the board resolution and the empowering authority for those who will operate it will only be required.

Trusts/Foundations:

- Copy of documentation evidencing the structure by way of copy of relevant pages evidencing parties together with signature page
- Copy of the resolution to open the relationship and the empowering authority for those who will operate it

For each individual who is a settlor or founder:

- Documents as above for Individual Investor

For each individual exercising control over the trust/foundation e.g. trustee, foundation council member protector:

- Certified true copy\* of passport or national identity card
- Certified true copy\* of proof of residential address\*\*

**Regulated Gibraltar or EU Financial Institution or equivalent:**

- Confirmation that the institution or intermediary is conducting relevant financial business as defined in Article 13(2) of the Third Money Laundering Directive (3MLD); and
- Evidence to the satisfaction of the Administrator that the institution is supervised for that activity; and
- Evidence to the satisfaction of the Administrator that the institution is based, or incorporated in, or formed under the law of, a country other than an EU member State in which there are in force provisions at least equivalent to those required by 3MLD, particularly in respect of verification of identity and record keeping; and
- Confirmation that the underlying identification documentation can be made available immediately upon request.

The Administrator may at its discretion waive certain due diligence requirements for an applicant who is an existing client of the Administrator or of its related Group of companies and for whom due diligence has already been obtained, or for an applicant who has already subscribed to the Fund.

\* Certified true copies are acceptable from the following individuals: Members of a professional body or officers of a company or organisation where professional standards apply and operating in a country with effective money laundering measures to Gibraltar; lawyer/solicitor/barrister; medical doctor; qualified accountant; director of trust or company manager company duly licensed by a regulatory body in a country with effective anti-money laundering legislation; bank manager or official; compliance officer; certified insurer; member of clergy; Government official such as police officer, British Embassy or Consulate; Embassy official from country with effective anti-money laundering legislation; notary public; or member of parliament.

The person certifying proof of identity will need to have sight of the original document in their presence and state on the certified copy "I certify that this is a true copy of the original document and that the photograph is a true likeness of the applicant."

The person certifying original proof of residential address should state on the certified copy "I certify that this is a true copy of the original document". The certifier must also state their name, profession/occupation, address and contact details and date and sign the document.



\*\* Examples of proof of residential address include: utility bills i.e. telephone; water; electricity (a mobile telephone and satellite subscription is unacceptable); bank/mortgage statement or credit card statement.

**APPENDIX D**  
**INDIVIDUAL INVESTOR**

[THE FOLLOWING LETTER MUST BE PROVIDED FOR EACH INDIVIDUAL INVESTOR]

**[Letterhead of banker/lawyer/accountant]**

[Date]

Dear Sir

This letter is to confirm that \_\_\_\_\_ of \_\_\_\_\_ [insert Residential Address] has been known to me/us for \_\_\_\_ years [must be minimum of two years] and to confirm that during that time he has always proved reliable, honest and trustworthy in his financial and business dealings.

Yours faithfully

[MUST BE SIGNED BY A BANKER, LAWYER OR ACCOUNTANT]

**APPENDIX E**

**CORPORATE INVESTOR**

[THE FOLLOWING LETTER MUST BE PROVIDED FOR EACH OF THE DIRECTORS, INVESTORS (IF THEIR SHAREHOLDING IS IN EXCESS OF 25% + 1 SHARE) AND BENEFICIAL OWNERS (IF THEIR SHAREHOLDING IS IN EXCESS OF 25% + 1 SHARE) OF THE CORPORATE INVESTOR]

**[Letterhead of banker/lawyer/accountant]**

[Date]

Dear Sir

This letter is to confirm that \_\_\_\_\_ of \_\_\_\_\_ [insert Residential Address] has been known to me/us for \_\_\_\_ years [must be minimum of two years] and to confirm that during that time he has always proved reliable, honest and trustworthy in his financial and business dealings.

Yours faithfully

[MUST BE SIGNED BY A BANKER, LAWYER OR ACCOUNTANT]

**APPENDIX F**

## REDEMPTION REQUEST FORM

Investors wishing to redeem all or any of their shareholding must serve a Redemption Request to the Administrator of the Fund at the following address:

Helvetic Fund Administration Limited  
Suite 207 Neptune House  
Marina Bay  
Gibraltar

A Redemption Request so given shall be in writing signed by the Investor or an authorised signatory thereof and shall include full details of the shareholding including the name(s) and address(es) of the Investor, the number of shares held and the number of shares being redeemed.

If a redemption would otherwise result in an Investor having a residual holding of Participation Shares valued at less than €100,000 the Directors, at their absolute discretion, may deem the Redemption Request to have been made in respect of all the Participation Shares held by that Investor.

A Redemption Request should be sent to the Administrator of the Fund. The Redemption Request be sent to the Administrator in the form of a letter (including the following information).

**For a Redemption Request to be effective must be sent to the Administrator in original form bearing an original signature of the Investor or an authorised signatory thereof. Redemption Requests should be sent by courier ONLY. Redemption Requests should not be sent by post or any other alternative means.**

*Details of Redemption Request:*

*Investors Name:* \_\_\_\_\_

*Cell to which shares are being redeemed:* \_\_\_\_\_

*Number of shares being requested to be redeemed:* \_\_\_\_\_

*Number of shares remaining after the redemption:* \_\_\_\_\_

*Signed:* .....

*Date:* .....

*Name:* .....

*Entity (if corporate investor):*.....

*Position of signatory (if corporate investor):* .....