

INFORMATION MEMORANDUM

PRIVATE & CONFIDENTIAL

C3ALLURO RAIF V.C.I.C. LTD

PRIVATE PLACEMENT OF UNITS

For investments in Multiple Asset Categories and Instruments

Alternative Investment Fund Manager:
IC Realty Ltd
AIFM24/56/2013

This Offering Memorandum is being furnished on a confidential basis solely for the information of the person to whom it has been delivered on behalf C3ALLURO RAIF V.C.I.C. LTD. Each person accepting this Offering Memorandum agrees to return it to the Fund promptly upon request. Any distribution or reproduction of all or any part of this Offering Memorandum or divulging its contents other than as specifically set forth herein is unauthorized.

This Offering Memorandum is not an offer to sell and is not a solicitation of an offer to subscribe for Units in any jurisdiction where such offer or sale is not permitted.

The Units have not been approved or disapproved by the U.S. Securities and Exchange Commission any state securities commission or other competent authority in the US or other country state including the Fund's home state, nor have any of the foregoing authorities passed upon or endorsed the merits of this offering or the accuracy or adequacy of this Offering Memorandum. Any representation to the contrary is a criminal offence.

There is no market for Units described herein, and none is expected to develop. Any direct or indirect transfer or assignment of Units will be subject to the prior consent of the Directors in its sole and absolute discretion and the other applicable conditions set forth herein. Units are subject to certain restrictions and may be redeemed as described herein.

ACCORDING TO SECTION 139(1) AS PROVIDED IN THE ALTERNATIVE INVESTMENT FUNDS LAW 124(I)/2018:

- THE RAIF IS NOT AUTHORISED BY THE SECURITIES AND EXCHANGE COMMISSION.
- THE RAIF IS ADDRESSED ONLY TO PROFESSIONAL AND/OR WELL-INFORMED INVESTORS; AND.
- THE REGISTRATION OF THE RAIF IN THE RAIFS REGISTER IS NOT EQUIVALENT TO AUTHORISATION BY THE SECURITIES AND EXCHANGE COMMISSION.

THE CONTENTS OF THIS OFFERING MEMORANDUM SHOULD NOT BE CONSIDERED AS INVESTMENT, LEGAL OR TAX ADVICE. IN MAKING AN INVESTMENT DECISION THE ADDRESS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

C3ALLURO RAIF V.C.I.C. LTD (THE 'FUND') IS INCORPORATED UNDER THE COMPANIES LAW, CAP 113 AND REGISTERED IN THE RAIFS REGISTER TO OPERATE AS A REGISTERED ALTERNATIVE INVESTMENT FUND ("RAIF"). THE CONTENT OF THIS OFFERING MEMORANDUM HAS BEEN ACCEPTED TO RAIFS REGISTER ONLY AS REGARDS TO MEETING THE INFORMATION REQUIREMENTS TOWARDS THE INVESTORS AS DEFINED IN THE ALTERNATIVE INVESTMENT FUND LAW. THE ACCEPTANCE TO THE RAIFS REGISTER, OF THIS OFFERING MEMORANDUM DOES NOT IMPLY RECOMMENDATION TO INVESTORS FOR INVESTMENT IN THE COMPANY. BEFORE MAKING A DECISION FOR INVESTING, INVESTORS ARE ENCOURAGED TO SEEK ADVICE FROM THEIR FINANCIAL ADVISOR AND/OR ANY OTHER PROFESSIONAL ADVISER THEY MAY WISH.

THE REGISTERED ALTERNATIVE INVESTMENT FUND ("RAIF") IS ADDRESSED TO PROFESSIONAL OR/AND WELL-INFORMED INVESTORS.

THE RAIF HAS APPOINTED A DEPOSITARY IN ACCORDANCE WITH SECTION 26 (3) OF THE AIF LAW AND WILL BE EXTERNALLY MANAGED BY ITS MANAGER.

THE FUND IS AN UMBRELLA FUND WITH SEGREGATED LIABILITY BETWEEN ITS INVESTMENT COMPARTMENTS

Important Notice

General

This Offering Memorandum has been prepared by C3ALLURO RAIF V.C.I.C. LTD and is based on information available as of March 2025.

This Offering Memorandum is being furnished to “Professional” and “Well Informed” investors on a confidential basis, and by accepting this Offering Memorandum, the recipient agrees to keep confidential the information contained herein. The information contained in this Offering Memorandum may be shared solely with persons who are directly involved with an investor’s decision regarding the investment opportunity offered hereby, including such persons providing legal, tax, and investment advice to the investor with respect to an investment in the Fund.

Prospective investors should not treat the contents of this document as advice relating to legal, taxation, investment or any other matters. Potential investors should inform themselves as to:

- the legal requirements within their own countries for the admission, holding, transfer or withdrawal (as the case may be) of Units in the Fund;
- any foreign exchange restrictions which they might encounter; and
- the income and other tax consequences which may apply in their own countries relevant to the admission, holding, transfer or withdrawal (as the case may be) of Units in the Fund.

Potential investors must rely upon their own professional advisers, including their own legal advisers and accountants, as to legal, tax and related matters concerning the Fund and an investment therein.

Participation in the Fund is offered solely based on the information and representations contained in this Offering Memorandum and documents expressly incorporated by reference herein. Any further information given, or representations made by any person may not be relied upon as having been authorized or approved by the Fund and/or the External Manager and should be disregarded. Neither the delivery of this Offering Memorandum nor the subscription for Units shall under any circumstances create any implication that there has been no change in the affairs of the Fund since the date hereof.

The distribution of this Offering Memorandum or other information contained in this document may be restricted by law in certain jurisdictions. Neither this Offering Memorandum, nor anything in it, constitutes an offer to sell or an invitation to subscribe for any Units in any jurisdiction in which any such offer or invitation is unlawful.

No public offering of the Units in any jurisdiction is being made. No action has been taken or will be taken in any jurisdiction that would permit a public offer of the Units in any such jurisdiction where action for that purpose is required, nor has any such action been taken with respect to the possession or distribution of this document. Persons into whose possession this document comes are required by the Fund to inform themselves about, and to observe any restriction as to, the placing and the distribution of this document. No application has been made for the Fund to become listed on any exchange. The Fund will seek its registration with the CySEC’s RAIF Register to operate as a Registered Alternative Investment Fund. Investors are not protected by any statutory compensation arrangements in the event of the Fund’s failure.

The RAIF has been registered with the CySEC’s RAIF Register to operate as a Registered Alternative Investment Fund for marketing solely to well informed and professional investors. The Fund’s minimum

subscription requirement is EUR 125,000. While this Professional / Well Informed Investor RAIF is registered with the CySEC's RAIF register, the CySEC has not set any limits or other restrictions on the investment objectives, the investment policies or on the degree of leverage, which may be employed by the Professional / Well Informed Investors RAIF.

The protection measures for retail investors provided in the relevant legislation, do not apply to this Fund, which is addressed to Well Informed and Professional Investors.

The nature of the Fund's investments is such that an investment in the Fund may not be suitable for investors other than those who are knowledgeable in investment matters, are able to bear the economic risk of the investment, understand the risks involved, have no need for liquidity of investment and are confident that the investment is suitable for their particular investment objectives and financial needs.

An investment in the Fund involves significant risks. Investors should have the financial ability and the willingness to accept the risk characteristics of the type of investments proposed to be made by the Fund. (Please refer to Section 11 and to each supplement)

While every effort is made to ensure the accuracy, correctness, relevance, reliability and up-to-date nature of the information contained in this Offering Memorandum, the Fund, its officers, consultants and employees assume no responsibility for its accuracy, content, completeness, use or interpretation.

Prospective Unitholders/Investors should independently rely on their own inquiries and evaluations before making decisions that touch their own interests. The Directors and the External Manager have taken reasonable care to ensure that the information contained in this Offering Memorandum is, to the best of their knowledge and belief, in accordance with the facts and does not omit anything material to such information. The Directors accept responsibility accordingly.

Note also that past performance may not be a reliable indicator of future results, while financial forecasts may not be a reliable indicator of future performance. This report has been compiled based on information obtained from sources the External Manager believes to be reliable, but their accuracy, completeness, or correctness cannot be guaranteed.

The Offering Memorandum and the updates thereon shall be communicated to the Commission before their circulation.

Cautionary note about forward looking statements

Certain statements in this Offering Memorandum constitute forward-looking statements. In some cases, forward-looking statements can be identified by terminology such as "anticipates," "believes," "estimates," "seeks," "expects," "plans," "will," "intends" and similar expressions. Although the Directors and the External Manager believe that the expectations reflected in those forward-looking statements are reasonable, and have based those statements on the beliefs of, and assumptions made by them, such expectations may prove to be incorrect. Such forward-looking statements and financial information involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Fund or the External Manager, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward looking statements and financial information. Such forward-looking statements and financial information are based on numerous assumptions regarding the External Manager's present and future business strategies and the environment in which the Fund will operate in the future. As these statements and

financial information reflect the Directors' and External Manager's current views concerning future events, these statements and financial information necessarily involve risks, uncertainties and assumptions. Actual future performance could differ materially from these forward-looking statements and financial information.

Among the important factors that could cause the Fund's actual results, and the External Manager's performance or achievements to differ materially from those in the forward-looking statements and financial information are the condition of, and changes in, the domestic, regional and global economies that may result in changes in the business performance or divestment prospects of portfolio companies, changes in government laws and regulations affecting the Fund, changes in tax regime in the target countries, currency exchange rates, interest rates and other matters not yet known to the External Manager or not currently considered material by the External Manager. Additional factors that could cause actual results, performance or achievements to differ materially include, but are not limited to, those discussed in Section 11 and to each supplement. Prospective investors are urged to consider those factors carefully in evaluating the forward-looking statements contained in this Offering Memorandum. All subsequent written or oral forward-looking statements attributable to the Directors or the External Manager are expressly qualified in their entirety by these cautionary statements.

In no circumstances, should the inclusion of such information herein be regarded as a representation, warranty or prediction with respect to the accuracy of the underlying assumptions by the Directors or the External Manager or that these results will be achieved or are likely to be achieved. Investing in the Fund involves risks.

The forward-looking statements included in this Offering Memorandum are made only as of the date of this Offering Memorandum. The Directors expressly disclaim any obligation or undertaking to release publicly any updates of or revisions to any forward-looking statement or financial information contained herein to reflect any change in the Directors' or External Manager's expectations with regard thereto or any change in events, conditions or circumstances on which any such statement or information is based. Under no circumstances should the delivery of this Offering Memorandum create any implication that there has been no change in the affairs of the Fund since the date hereof.

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1 DIRECTORY

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| FUND | C3ALLURO RAIF V.C.I.C. LTD |
| BOARD OF DIRECTORS | Lyubov Leonidou Kypros Neocleous |
| External Manager | IC REALTY LTD 232 Strovolou Avenue, Second floor,, , 2048 Nicosia, Cyprus |
| Administrator | IC REALTY LTD 232 Strovolou Avenue, Second floor, 2048 Nicosia, Cyprus |
| DEPOSITARY | Mega Equity Securities and Financial Services Public Ltd CIF License 011/03 42-44 Griva Digenis, 1080 Nicosia , Cyprus |
| EXTERNAL AUDITORS | Savva Frangous & Associates Constantinos G. Savva 4 Annis Komninis, 3rd Floor Office 303. P.O. Box 27300, 1643 Nicosia – Cyprus |
| LEGAL ADVISORS | Christys & Co. LLC Haris Christys 16 Kyriakou Matsi, 2 nd Floor, 2408 Engomi, Nicosia Cyprus |
| SECRETARY | ROMAN BIELIC 44 Georgiou Drosini Street MYTHICAL SANDS BLOCK AH, Flat 13 5290 Paralimni, Cyprus |
| REGISTERED OFFICE | 232 Strovolou Avenue, Second floor, 2048 Nicosia, Cyprus |

2 DEFINITIONS

The following definitions apply throughout this Offering Memorandum unless the context otherwise requires:

- “Affiliate”** : Means in relation to any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality), a Subsidiary of such an entity or a Holding Company of such an entity or any other Subsidiary of that Holding Company.
- “AIF Law of 2018” or “the Law”** : L.124(I) of 2018 referred to as the Alternative Investment Funds Law of 2018 including all current and future amendments.
- “AIFM”** : means any legal person whose regular business is managing one or more AIFs
- “AIFM Law of 2013”** : L56(I) of 2013 L8(I) of 2015 referred to as the Alternative Investment Fund Managers Law of 2013 including all current and future amendments.
- “Application Package”** : Means the application package that prospective investors may obtain from the External Manager, and/or the Fund Administrator (if delegated to another entity) for applying to subscribe for Shares in the Fund and which includes copies of the Subscription Agreement, Investment Management Agreement and Administration Services Agreement (if delegated to another entity).
- “Auditor”** : Means Savva Frangous & Associates Limited, Nicosia, Cyprus, or any successor company as may be appointed by the Company to act as the External Auditor of the Company.
- “Bank Account”** : Means an account maintained with a European credit institution for the deposit of Unitholders’ cash contributions. This may include a subscription account and a transaction account.
- “Base Currency”** : Means the currency in which the Units of each Investment Compartment is denominated, as specified for each Investment Compartment in the relevant Supplement
- “Business Day”** : Means a day, other than Saturday or Sunday, which is a bank business day in Cyprus and/or in such other jurisdiction as the Directors may determine as being relevant to the Fund’s affairs.
- “Capital”** : Means the Investors contribution capital for the purchase of Units.

- “Capital Commitment”** : Means the contractual commitment of an investor to provide the RAIF with an agreed amount of investment on request by the external manager or the RAIF, in case the RAIF is internally managed.
- “Capital Contribution”** : Means with respect to any Shareholder and at any time, the aggregate amount of capital contributions made to the Fund by such Shareholder in cash and/or in kind, at or before such time, pursuant to the Offering Memorandum and the Fund’s Articles of Association.
- “Class”** : Means any such Class of Units in the Company to be divided to represent an interest in a particular Portfolio and which may be further sub-divided into classes.
- “Close Links”** : Means the situation between two or more persons, in which two or more persons -
- a. are linked by participation, namely ownership, directly or by way of control, of 20% or more of the capital or voting rights of a company or a limited partnership or a common fund· or
 - b. are linked by control, namely the relationship between a parent undertaking and a subsidiary, as referred to in article 148 of the Companies Law or a similar relationship between a natural or legal person and an undertaking; for the purposes of this paragraph, a subsidiary undertaking of a subsidiary undertaking shall also be considered to be a subsidiary of the parent undertaking of those subsidiaries or
 - c. are permanently linked between them by a control relationship·
- “Company” or “Fund”** : Means C3ALLURO RAIF V.C.I.C. LTD, a company limited by shares under the Companies Law Cap. 113 and registered to CySEC’s RAIF Register to operate as a Registered Alternative Investment Fund in the form of a limited by shares open-end investment company of variable capital under the Alternative Investment Fund Law of 2018 with company registration number HE410666 and CySEC Registration Number RAIF45.
- “Conflict of Interest”** : Means any situation where a person, whether natural or legal or its Affiliate or Subsidiary, which has an interest of any kind or may in any way benefit or acquire any advantage whether directly or indirectly, actually or contingently in any matter, issue, business or transaction of any nature whatsoever which may contravene and/or not comply fully and/or be in competition with the Fund and/or the business or any part thereof and/or the Directors and/or the Investment portfolio and/or any Subsidiary or Affiliate of the Fund and/or any entity which the Fund may directly or indirectly control.
- “Credit Institution”** : Means:

- a) if the entity is established in the Republic, a bank or a cooperative credit institution, within the meaning of article 2(1) of the Business of Credit Institutions Law; or
- b) if the entity is established in a member state, a credit institution, within the meaning of point (1) of Article 4(1) of Regulation (EU) No. 575/2013; or
- c) if the entity is established in a third country, an entity carrying out similar activities to the undertaking defined in point (1) of Article 4(1) of Regulation (EU) No. 575/2013 and which is subject to the law of a third country which applies prudential supervisory and regulatory requirements at least equivalent to those applied in the Union.

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| “Cumulative Profit” | : | Means the excess (if any) of the Fund’s net income and gains over its net losses (before Performance Fee), determined on a cumulative basis from the inception of the Fund through to the Termination Date. |
| “Cyprus” or “the Republic” | : | Means the Republic of Cyprus |
| “CySEC” or “the Commission” | : | Means the Cyprus Securities and Exchange Commission governed by the Cyprus Securities and Exchange Commission Law. |
| “Dealing Day” | : | Means in relation to a Fund such Business Day or Business Days as shall be determined by the Directors from time to time and specified in the relevant Supplement for that Sub-Fund, which relates to subscription, issuance and allotment, redemption, transfer of Investor’s Units, and distribution of profits as applicable. |
| “Depositary” | : | Means the legal person entrusted with at least one of the depositary tasks set out in article 24 of the Alternative Investment Fund Managers Law. The referenced legal entity is Mega Equity Securities and Financial Services Public Ltd, or any successor company appointed by the Fund and approved by the Commission as Depositary of the assets of the Fund and each Investment Compartment. |
| “Directors” | : | Means any members of the Board of Directors of the Company from time to time. |
| “Distributions” | : | Means the payments by a RAIF to its Unitholders, excluding the payments which relate to the redemption or repurchase of units. |
| “Duties and Charges” | : | means all stamp duty and other duties, taxes, governmental charges, evaluation fees, property management fees, agents fees, brokerage fees, commissions, bank charges, transfer fees, registration fees, and other duties and charges, whether in respect of the constitution or increase of the assets of the Company or the creation, issue, conversion, exchange, purchase, repurchase, redemption, sale or transfer of shares or the purchase of investments by or on behalf of the Company or in respect of |

the issue or cancellation of shares or otherwise which may have become or will become payable in respect of or prior to or upon the occasion of any transaction, dealing or valuation.

- “External Manager”** : Means the legal person appointed by the Fund or on behalf of the Fund and which through this appointment is responsible for managing its affairs. The reference in this case is to IC Realty Ltd an Alternative Investment Fund Manager (AIFM) authorised by CYSEC with license number AIFM24/56/2013.
- “Fair Value”** : Means the amount for which an asset could be exchanged between knowledgeable, willing parties in an arm’s length transaction.
- “Holding Company”** : Means a company with shareholdings in one or more other companies:
- a) the commercial purpose of which is to carry out a business strategy or strategies through, either its subsidiaries or associated companies, or participations in order to contribute to their long-term value; and
 - b) which is either a company: (i) operating on its own account and whose shares are admitted to trading on a regulated market in the Union; or (ii) whose main purpose is not generating returns for its investors by means of divestment of its subsidiaries or associated companies, as evidenced in its annual report or other official documents.
- “Financial Year”** : Means the 12-month period commencing on 1 January and ending on 31 December.
- “Fund Administrator” or Administrator”** : Means the legal person appointed by the provider of the Fund or on behalf of the Fund and through this appointment is responsible for the administration service as it is defined in this Offering Memorandum. The reference in this case is to IC Realty Ltd.
- “Hurdle Rate”** : Means a high watermark cumulative annual rate of return on Capital that the Fund’s Investment Compartments performance must exceed for Performance Fee to be paid out. The Hurdle Rate is defined for each relevant Investment Compartment in this Offering Memorandum and its Supplements as applicable.
- “IFRS”** : Means the International Financial Reporting Standards.
- “Initial Investment Date”** : Means the date when the Unitholders’ Capital Contributions have reached a minimum amount as defined by the Fund or its Investment Compartments in this Offering Memorandum and its Supplements.
- “Indicative Net Asset Value”** : Means the intra-day, interim value, representing the net asset value of the RAIF, based on the most recent, at the time of valuation, information and in accordance with the rules of the secondary market, where the units of the RAIF are traded.

- “Introducer”** : Means any person or entity that introduces investors to the Fund External Manager and may receive compensation for such act.
- “Initial Offering Period”** : Means the period following the Fund’s launch date as may be defined in each Supplement or as the Directors may decide, and which may be extended or shortened at the discretion of the Fund’s Directors.
- “Investment”** : Means any investment made or asset or other interest acquired on behalf of the Fund in accordance with the Investment Strategy and/or in the course of pursuing the objectives described in this Offering Memorandum.
- “Investment Compartment” or “Sub-Fund”** : Means the investment compartment of a RAIF, established and operating as a RAIF which may create investment compartments, which is a separate group of assets and liabilities, and which can accept direct contributions from investors.
- “Investment Management Agreement”** : Means the investment management agreement dated on or about the date of this Offering Memorandum and made between the Directors and the External Manager and which forms an integral part of this Offering Memorandum. A copy of the Investment Management Agreement may be obtained from the External Manager and/or the Fund Administrator (if delegated to another entity).
- “Investment Period”** : Means the period within which the Fund or its Investment Compartments are expected to become fully invested. Subsequent investments can be made following the disposition of portfolio assets at the discretion of the External Manager or as required under the investment strategy of each Sub-Fund.
- “Investment Policy”** : Means the Fund’s and its Investment Compartments’ investment policy as set out in the “Investment Policy” section of this Offering Memorandum and its Supplements.
- “Investment Strategy”** : Means the investment strategy of the Fund as set out in the “Investment Strategy” section of this Offering Memorandum.
- “Key-men”** : Means the persons designated as such as set out in the section “Structure and Summary of Principal Terms” of this Offering Memorandum.
- “Leverage”** : Means any method by which the External Manager increases the exposure of a RAIF and its Sub-Funds that it manages, whether through borrowing of cash or securities, or leverage embedded in derivative positions or by any other means.
- “Lock-up Period”** : Means the period, during which the Unitholders are prohibited from redeeming their Units as described in the Offering Memorandum and its Supplements.

- “Management Fee”** : Means the fee payable by the Fund to the External Manager details of which are set out in this Offering Memorandum and its Supplements and the Investment Management Agreement.
- “Management Shareholder”** : Means any person who acquires Management Shares of the Fund, which have voting rights.
- “Management Shares”** : Means any shares that have voting rights.
- “Minimum Holding”** : Means the minimum amount the Unitholder must maintain in the Investment Compartment as specified in the relevant Supplement, to avoid the requirement for a compulsory redemption of all the Units in their possession.
- “Minimum Subscription”** : Means the minimum amount the Unitholder must subscribe for in any one Sub-Fund initially and thereon after (at least EUR 125,000 initially and at the minimum share value after the Initial Investment Date respectively).
- “Net Asset Value”** : Means the intra-day, interim value, representing the net asset value of the RAIF, based on the most recent, at the time of valuation, information and calculated as described in this Offering Memorandum for each Sub-Fund, or in accordance with the rules of the secondary market, where the Units of the RAIF Investment Compartment may be traded.
- “Net Asset Value per Unit”** : Means the net asset value of an Investment Compartment divided by the number of Units in issue in that Investment Compartment or the net asset value attributable to a class. The Net Asset Value per Unit will be communicated to the investors in a timely manner and will be presented as a rounded figure to two decimal places.
- “Offering”** : Means the offering of Units as provided for in this Offering Memorandum.
- “Offering Memorandum”** : Means the present confidential Offering Memorandum which contains information regarding the RAIF in accordance with section 79 of the AIF Law, which is not governed by the provisions of the public offer and Prospectus Law.
- “Investor Units”** : Means the interests of the Unitholders in the Fund’s Investment Compartments which have participating but not voting rights.
- “Investors”** : Means any person who acquires Investor Units in one or more of the Fund’s Investment Compartments, which have participating but not voting rights.
- “Performance Fee”** : Means a share of any Cumulative Profit that the External Manager may receive as compensation, as specified in this Offering Memorandum and its Supplements, and in the Investment Management Agreement.
- “Person”** : Means an individual, firm or corporation.

- “Portfolio”** : Portfolio means all the assets held by the Fund at any point in time.
- “Professional Investor”** : Means an investor, which is a professional client or may, on request, be treated as a professional client within the meaning of the Second Appendix of the Investment Services and Activities and Regulated Markets Law as amended.
- “RAIFs Register”** : Means the AIF which complies with the provisions of article 134 of the Alternative Investment Funds Law 124(I)/2018 and may operate as a RAIF, upon its registration in a register kept by the Securities and Exchange Commission. RAIFs shall not be granted authorisation by the Securities and Exchange Commission.
- “Redemption”** : Means the sale to or purchase by the Fund of Investor Units held by the Fund’s Investors.
- “Redemption Date”** : Means the period during which the Investors are entitled to request the redemption of their Units. The Redemption Date is as indicated in this Offering Memorandum and its Supplements.
- Redemption fee** : Means the fee payable to the External Manager by the investor, for selling his units back to the Sub-Fund during the period indicated in this Offering Memorandum. Amounts and terms of the fee are set out in this Offering Memorandum and its Supplements and the Investment Management Agreement.
- “Redemption Price:** : Means the price at which Investor shall be redeemed by the Company pursuant to the “Redemption and Compulsory/Total Redemption” section and calculated in accordance with the “NAV Calculation” section of this Offering Memorandum.
- “Register”** : Means the register of Unitholders of the Fund, which shall include, amongst others, the following information:
- a. name and address of each Unitholder;
 - b. details of that Unitholders Unit Interest;
 - c. details regarding when such Unit Interest was acquired and, if applicable, transferred or disposed;
 - d. any other information that might be required to comply with the Law.
- “Reporting Date”** : Means the dates of each year following the Initial Investment Date and for the duration of the Fund and its Investment Compartments (the Term), where a report will be prepared and provided to the Shareholders as indicated in this Offering Memorandum and its Supplements.
- “Shareholders”** : Means the holders of Management Units.

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| “Subscription Agreement” | : Means the agreement between the Unitholders and the Fund, which forms an integral part of this Offering Memorandum. A copy of the Subscription Agreement may also be obtained from the External Manager, and/or the Fund Administrator (if delegated to another entity). |
| “Subscription Date” | : Means the period during which the Unitholders are entitled to request subscription for Units. The Subscription Date is the date or period described in this Offering Memorandum and its Supplements, or any other such period that the Board of Directors may decide from time to time. |
| “Subscription fee” | : Means the fee payable to the External Manager by the investor, for the acquisition of new units. The fee is set out in this Offering Memorandum and its Supplements and the Investment Management Agreement |
| “Subscription Price” | : Means the initial Unit price set as specified in the relevant Supplement of each Investment Compartment as applicable and at the Unit NAV thereon after. |
| “Subsidiary” | : Has the meaning attributed to this term by article 2(1) of the Companies Law or a corresponding law of a member state or third country. |
| “Supplement” | : A supplement to this Offering Memorandum specifying certain information in respect of an Investment Compartment and/or Classes of Units of an Investment Compartment. |
| “Term” | : Means the time period between the Commencement of the Fund’s and its Investment Compartments’ operations and their liquidation as indicated in this Offering Memorandum and its Supplements. |
| “Termination Date” | : Means the date of termination of the Fund. |
| “The Seal” | : Means the common seal of the Company. |
| “The Secretary” | : Means any person appointed to perform the duties of the secretary of the Company. |
| “The Law” | : Means the Companies Law, Cap 113 or any Law substituting or amending the same. |
| “Total Assets” | : Means tangible and intangible fixed assets, investments, cash and cash equivalents, receivables, inventories and other current assets of the Fund, in accordance with IFRS. |
| “Total Liabilities” | : Means short and long-term borrowings, deferred taxation, creditors and other current liabilities of the Fund, in accordance with IFRS. |
| “Transfer Fee” | Means the fee payable to the External Manager by the buyer of the issued units, in case of transferring them from an investor of the Sub-Fund to another investor. The fee is set out in this Offering Memorandum and its Supplements and the Investment Management Agreement. |

In the case that a Transfer of Units will take place between two investors, then the Redemption and Subscription fee will not be paid to the External Manager.

- “Umbrella Cash Account”** : Means a cash account maintained with a credit institution, which may be designated in one or more currencies, opened in the name of the Fund on behalf of all Investment Compartments into which:
- a. subscription monies received from investors who have subscribed for Units are deposited and held until Units are issued as of the relevant Subscription Date; and/or
 - b. redemption monies due to investors who have redeemed Units as of the relevant Redemption Date are deposited and held until paid to the relevant investors; and/or
 - c. dividend payments owing to Unitholders are deposited and held until paid to such Unitholders.
- “Umbrella RAIF”** : Means a RAIF established and operating as a RAIF with more than one investment compartments or which has been converted to and operates as a RAIF with more than one investment compartments.
- “Underlying Business”** : Means the operating entities in which the Fund’s Investment Compartments have invested, either directly or through a number of dedicated holding companies.
- “Unitholder”** : In relation to RAIF, means the holder of a unit.
- “VAT”** : Means value added tax.
- “Valuation”** : Means the estimation of the worth of the Fund’s investments.
- “Valuation Date” or “Valuation Day”** : Means the Dates indicated in this Offering Memorandum and its Supplements, for each year for the duration of the Fund, any Subscription or Redemption Date, and the Termination Date during which the valuation of the Fund’s assets will be assessed and issued
- “Valuer”** : Means the person with direct responsibility for valuing one or more of the Investments in the Fund’s Investment Compartments which can be the External Manager or any other qualified person (or entity) to whom the External Manager can delegate this function.
- “Variable Capital Investment Company”** : Means a company incorporated subject to the Companies Law as a company limited by shares and which is authorized to operate as a RAIF subject to the provisions of Part II, as a variable capital investment company in accordance with the relevant provisions of the AIF Law of 2018.
- “Well-informed Investor”** : Means every investor who is not a professional investor but fulfils the following conditions:
- a) the investor confirms in writing -

- (i) that he has sufficient knowledge and experience in financial and business matters to evaluate the merits and risks associated with the prospective investment and that he is aware of the risks associated with the prospective investment· or
 - (ii) that his business activity is related to the management, acquisition or sale of assets, either on the investor's own account or on behalf of third parties, and are of the same type as the investments of the RAIF; and
- b) (i) invests at least EUR 125.000 in the RAIF, or
- (ii) has been assessed by a credit institution, an AIFM, a UCITS Management Company, an IF or an external manager of AIFs authorized in the Republic or another Member State for the management of AIFs whose assets do not exceed the limits provided for in article 4(2) of the Alternative Investment Fund Managers Law or the corresponding article 3(2) of Directive 2011/61/EU, and the above assessment shows that he has the necessary knowledge and experience in financial and business matters, to evaluate the merits and risks associated with the AIF's prospective investment based on the AIF's investment policy· or
 - (iii) is employed by one of the persons referred to in subparagraph (ii) of paragraph (b), receiving total remuneration that takes him into the same remuneration bracket as the natural persons who effectively conduct the business of the person referred to in subparagraph (ii) of paragraph (b) or the executive members of their governing body, who effectively conduct the business·
- c) by way of derogation from paragraphs (a) and (b), the investor is a person who effectively directs the business of the AIF or its external manager or is a person engaged in the AIF's investment management functions.

In this Offering Memorandum, unless otherwise specified, all references to "billion" are to one thousand million, to "Dollars", "US\$", "USD" or "cents" are to United States dollars or cents, to "GBP" are to Pounds Sterling and to "Euro" or "EUR " are to the unit of single currency as defined in the Regulations on the introduction of the Euro which entered into force on January 1, 1999 being the starting date of the third stage of European Economic and Monetary Union.

3 OVERVIEW

The following is a brief summary of the principal features of the Fund and should be read in conjunction with the full text of this Prospectus and Articles of Association and the material contracts, from which the information is derived.

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| Fund Structure | The Company is incorporated under the Companies Law, Cap. 113 with registration number HE 410666, and is registered with CySEC's RAIF Register as a Registered Alternative Investment Fund (CySEC Registration Number RAIF45), in the form of a limited liability company by shares, to operate as an umbrella open-ended variable capital investment company as provided in the Alternative Investment Funds Law of 2018, or in any other law which replaces or amends it. |
| Directors | Lyubov Leonidou Kypros Neocleous |
| Management Shareholders | Kypros Neocleous |
| AIFM/Fund Manager | IC Realty Ltd |
| Depositary | Mega Equity Securities and Financial Services Public Ltd |
| Fund Administrator | IC Realty Ltd |
| Legal Advisor | Christys & Co. LLC |
| External Auditor | Savva Frangous & Associates |
| Term | The Term of the Fund shall be indefinite. The Directors may at their sole discretion decide to terminate the Fund for reasons that they deem would benefit the investors. |
| Investment Compartments | The Fund operates multiple Investment Compartments details of which can be found in the Supplements to this Offering Memorandum. |
| Description of Risks | An investment in the Fund involves certain risks. Prospective investors should review carefully the information provided in the "Risk Disclosures" section of the Offering Memorandum. |

4 THE FUND STRUCTURE AND SUMMARY OF PRINCIPAL TERMS

The following information is presented as a summary only and is qualified in its entirety by the information presented under the relevant headings in this Offering Memorandum, the Memorandum and Articles of Association, the Investment Management Agreement and the Fund Administration Services Agreement (as applicable).

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| Fund Structure | <p>C3ALLURO RAIF V.C.I.C. LTD is a private company limited by shares incorporated under Companies Law, Cap.113, under registration number HE410666 constituted for an unlimited period of time, registered in CySEC's RAIF register on 14/09/2020 with registration number RAIF45 to operate as a Registered Alternative Investment Fund as an open-ended investment company of variable capital in accordance with Part II of the Alternative Investment Funds Law 124(I)/2018 or in any other law which replaces or amends it, The Company may create investment compartments under its umbrella.</p> <p>More details about the Directors can be found in the "The Board of Directors" section of this Offering Memorandum.</p> |
| Regulation | <p>The Fund is registered in RAIF Register with Cyprus Securities and Exchange Commission as a Registered Alternative Investment Fund under the AIF Law of 2018.</p> |
| External Manager | <p>The Directors appoint IC Realty Ltd ("the External Manager") a limited liability company incorporated under the laws of the Republic of Cyprus (registration number HE359096) authorised by CYSEC as an Alternative Investment Fund Manager with license number AIFM24/56/2013 as the Fund's External Manager. The External Manager can further delegate any of its services to authorized third parties but cannot delegate all services in a manner that will cause it to become a letterbox entity. Information on any delegation of service can be found in the relevant Supplements of this Offering Memorandum.</p> |
| Administrator | <p>As indicated above the Fund Administration function will be undertaken by the External Manager under the terms of the Investment Management Agreement. The External Manager can further delegate this service to an authorized third party. Information on any delegation arrangements of this service can be found in the relevant Supplements of this Offering Memorandum</p> |
| Depository | <p>The External Manager appoints Mega Equity Securities and Financial Services Public Ltd as the Depository under subsection 26 of the AIF Law. Mega Equity Securities and Financial Services Public Ltd meets the criteria to act as a Depository as they are set out in the Commission's Directive DI131-2014-05.</p> |

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| Valuer | The External Manager will perform the valuation function as per section 19(4)(b) of the AIFM Law. |
| Minimum Subscription | <p>Minimum subscriptions are specified in the Supplements of this Offering Memorandum for each Investment Compartment.</p> <p>The Directors may waive these minima under certain circumstances.</p> |
| Well Informed Investor | <p>It is the responsibility of each prospective investor to ensure that the subscription for Units does not violate any applicable laws in the investor's jurisdiction of residence.</p> <p>Investors may have to meet certain income, net worth, and other suitability requirements, including qualifying as “well informed”, “accredited investors”, “sophisticated investors”, or “qualified investors” as defined in the regulations of each country. Each offeree hereunder should obtain advice from its own legal, accounting, tax, and other advisers in reviewing this Informational Memorandum and before deciding to invest in the Fund. Notwithstanding the suitability requirements referred to herein, the Directors reserve the right to reject any prospective investor for any reason in their sole and absolute discretion.</p> <p>Each prospective investor must contact the Company, Administrator, or External Manager and request from them the Subscription Package in order to apply for the subscription of Units.</p> |
| Terms of Subscription | <p>The Company addresses to Well Informed and Professional investors.</p> <p>The Directors may impose such restrictions as they may think necessary to ensure that no Units in the Company are acquired or held directly or beneficially by any person natural or legal who is not entitled to own such Units.</p> |
| Transfer of Interests | Investors may subscribe for and redeem Unit interests and may transfer, assign or otherwise pledge their Units, all or any part, as per the terms of each Investment Compartment as stipulated in this Offering Memorandum and its Supplements, but not without the prior consent of the Fund Administrator. The Fund Administrator may without limitation withhold such consent if it determines, in its sole discretion, that the full transfer or partial assignment will result in any breach of applicable laws and/or regulations. The transferee will be obligated to pass the same Know Your Client process as any other Investor before being accepted by the Fund Administrator. |
| Redemption | Redemption of Units shall take place in accordance with the conditions included in the Fund’s Articles of Association and as specified in this Offering Memorandum and its Supplements for each Investment Compartment. |

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| Total & Compulsory Redemption | <p>The relevant Investment Compartments may, by not less than four nor more than twelve weeks' notice to Unitholders of the relevant Investment Compartment or Class expiring on a Dealing Day, redeem at the Redemption Price on such Redemption Day, all of the Units in any Investment Compartment or Class or all Investment Compartments or Classes not previously redeemed.</p> <p>Unitholders should refer to the Supplement of the relevant Investment Compartment for any specific terms on Total & Compulsory Redemption.</p> |
| Suspension of Valuation | <p>The Directors may at any time temporarily suspend the determination of the Net Asset Value and consequently the issue and redemption of Investor Units in any Portfolio in the instances stated in this Offering Memorandum and/or its Articles of Association.</p> |
| Term | <p>The Term of the Fund shall be indefinite. The Directors may at their sole discretion decide to terminate the Fund or any of its Investment Compartments for reasons that they deem would benefit the investors or for the reasons identified in its Articles of Associations.</p> |
| Termination | <p>Should the Directors of the Fund decide to terminate, the Fund or any of its Investment Compartments will be liquidated by the Directors or a liquidator appointed by the Directors. The Directors or the liquidator shall proceed to sell all remaining assets in the Portfolio and prepare a final distribution to all Unitholders pursuant to the distribution provisions of this Offering Memorandum.</p> |
| Leverage | <p>The Fund may incur leverage (whether through borrowing of cash or securities or embedded in derivative positions) as part of its investment strategy to maximise performance.</p> |
| Short Term Borrowing | <p>The Fund will not borrow money other than on a short-term basis pending receipt of latest subscription commitments, to cover operating expenses in the interim or for investment requirements.</p> |
| Unit Collateralization | <p>The units of the Fund may be used as collateral to secure a claim.</p> |
| Hurdle Rate | <p>The External Manager or its delegate may charge a Performance Fee based on a Hurdle Rate. Details of such Hurdle Rate can be found in the relevant Supplements of this Offering Memorandum.</p> |
| Operating Expenses | <p>In addition to the Management Fee the Fund and its Investment Compartments will bear operating expenses for the ongoing conduct of legal and accounting services.</p> <p>The Fund and its Investment Compartments also bear the costs of their respective investment programs, including, but not limited to valuation, market reports, banking charges, interest, taxes, telecommunications and</p> |

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| | postage, as well as professional fees of its auditors and attorneys. Additionally, the Fund intends to acquire director and officer liability insurance, the cost of which shall be an expense of the Fund and the relevant Investment Compartments. |
| Management Fee | The External Manager or its delegate may charge a Management Fee. Details of such Management Fee can be found in the relevant Supplements of this Offering Memorandum. |
| Performance Fee | The External Manager or its delegate may charge a Performance Fee. Details of such Performance Fee can be found in the relevant Supplements of this Offering Memorandum |
| Depository Fee | <p>The information on the Depository Fee and Expenses payable to the External Manager in respect of each Class of Units in each of the Investment Compartments can be found in the relevant Supplement to the Offering Memorandum.</p> <p>Additionally, the Depository may charge to any relevant Investment Compartment safekeeping charges incurred by its sub-custodians in respect of that Investment Compartment which shall be at normal commercial rates. This would not apply to Investment Compartments that invest exclusively in assets which cannot be held under custody.</p> |
| Fund Administration Fee | The External Manager or its delegate may charge a Fund Administration Fee. Details of such Fund Administration Fee can be found in the relevant Supplements of this Offering Memorandum. |
| Transfer Fees | The External Manager or its delegate may charge a Transfer Fee. Details of such Transfer Fee can be found in the relevant Supplements of this Offering Memorandum. |
| Directors' Fees | The Directors are entitled to a Director's Fee of EUR 2,000 per year, which may be waived, reduced or increased at the Directors' discretion. |
| External Auditors and Legal Advisors Fees | Remuneration of the Auditors for the audit of the Fund and its Investment Compartment is on a per annum basis and is agreed and approved by the Fund's Directors. Its Legal Advisor's fee is calculated on a time-spent basis (plus VAT) and is charged separately to the assets of the Fund and its relevant Investment Compartment. |
| Investment Advisory Fee | An Investment Advisory Committee may be formed, or an Investment Advisor may be appointed by the External Manager for any Investment Compartment. Each member of such Investment Committee or the Investment Advisor may receive an annual retainer; such amounts will be borne and paid by the relevant Investment Compartment unless the External Manager indicates that such fee is included in the Management |

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| | Fee. Information on such Investment Advisory Fee can be found in the Supplement of the relevant Investment Compartment. |
| Legal Advisors | Christys & Co. LLC |
| Auditors | Savva Frangous & Associates |
| Risk Factors | An investment in the Fund involves certain risks. Prospective investors should review carefully the information provide in Section 11 and to each supplement. |

4.1 THE FUND

The Company (or Fund) is called "C3ALLURO RAIF V.C.I.C. LTD" and was incorporated under the Companies Law, Cap. 113 on 02 July 2020, with registration number HE 410666. The Company is a private company limited by Shares incorporated under the Companies Law, Cap. 113, registered on 14th September, 2020 with registration number RAIF45 to operate as a Registered Alternative Investment Fund as an umbrella open-ended variable capital investment company as provided in the Alternative Investment Funds Law of 2018.

The authorised share capital of the Company is Nine Hundred Million (900,000,000) Shares of no-par value divided into:

- a. 10 Management Shares, of no-par value issued at initial price of €1.00 each; The Management Shares will not correspond to an investment compartment and represent the amount paid on such issued shares.
- b. 899,999,990 unclassified shares, of no-par value.

The Management Shares do not correspond to any Investment Compartment and represent the amount paid on such issued shares. The initial price of the Management Shares is One Euro (EUR 1.00) each.

The share capital of the Company is variable and shall at all times be equal to the issued share capital of the Company. The Investor Units shall at all times be equal to the Net Asset Value of the Company.

Each issued investor share of no nominal value is liable to be redeemed by the Company at such price, in such manner and subject to such terms, as provided in the Company's Articles of Association and/or this Offering Memorandum. The participating share capital of the Company represents the net asset value of the Company determined in accordance with the provisions of its Articles of Association and/or this Offering Memorandum.

The Fund is set up as an open-ended umbrella fund with multiple compartments. The minimum assets requirement of the Fund will apply to every investment compartment individually.

Each Investment Compartment will operate as a separate RAIF with segregated liability between investment compartments, according to the provisions of the regulations, and all investment compartments will constitute a single legal entity. Each investment compartment of the Fund may issue Shares, which correspond, to the assets of the specific compartment. The value of the Units may vary by Investment Compartment.

4.2 CROSS LIABILITY OF INVESTMENT COMPARTMENTS

Under Cyprus law the assets of one Investment Compartment are not available to satisfy the liabilities of or attributable to another Investment Compartment. However, the Fund may operate or have assets in countries other than Cyprus which may not recognize segregation between Investment Compartments and there is no guarantee that creditors of one Investment Compartment will not seek to enforce one Investment Compartment's obligations against another Investment Compartment.

The Unitholder rights derive from the assets of the relevant Investment Compartment they have invested in; each Investment Compartment is liable for the obligations created from its establishment and operations or its dissolution. The Articles of Association of the Fund may define derogations from this paragraph.

5 THE BOARD OF DIRECTORS

The Directors shall have the power and authority to take any action from time to time as it may deem to be necessary, appropriate, or convenient in connection with the management and conduct of the business and affairs of the Fund. The duties, obligation, rights and benefits of the Directors are more fully set forth in the Fund's instruments of incorporation. The Directors appoint the External Manager to manage the affairs of the Fund in line with the provisions of the Investment Management Agreement.

The Directors of the Fund are the following:

Mrs. Lyubov Leonidou
Non-Executive Director

Mrs. Leonidou has worked for eleven years in the corporate services sector in Cyprus as Administrator and Relationship Officer. The last four years, she has been employed by a group of Cyprus companies, serving as Managing Director in holding and financing companies for the large international food retail chain.

Mrs. Leonidou obtained her diploma in Business Administration from the University of Nicosia and she graduated from the University of London with a postgraduate certificate in Corporate and Commercial laws. She speaks fluent English, Greek and Russian.

Mr. Kypros Neocleous
Non-Executive Director

Mr. Neocleous graduated from Newcastle University, UK in 2008 with MSc Banking and Finance and holds a BSc in Statistics and Insurance Science from University of Piraeus. He is an experienced analyst and Portfolio Manager with sound knowledge in research and analysis, strong understanding of investment markets, and experience in product development.

With fifteen years of experience within the industry, Mr. Neocleous has gone through various positions in different Financial Firms where he served as a Trader, an Investment Analyst, Deputy Head of Portfolio Management & Investment Advice, and Head of Dealing. Mr. Neocleous is a Chartered Financial Analyst (CFA).

6 THE EXTERNAL MANAGER

The Directors appoint IC Realty Ltd as the External Manager. The External Manager is a limited liability company incorporated under the laws of the Republic of Cyprus (registration number HE359096) authorised by CYSEC as an Alternative Investment Fund Manager with license number AIFM24/56/2013. The External Manager's authorization allows for the management of AIFs engaged in Real Estate and Private Equity Strategies.

The Manager is licensed by the Commission to operate funds with the following investment strategies:

| AIF type code | AIF type label | AIF strategy code | AIF strategy label |
|---------------|---------------------------|-------------------|------------------------------------|
| REST | Real estate strategies | MULT_REST | Multi-strategy real estate fund |
| PEQF | Private equity strategies | MULT_PEQF | Multi-strategy private equity fund |
| FOFS | Fund of fund strategies | OTHR FOFS | Other fund of funds |

The External Manager shall exercise its discretionary investment management function and more specifically shall identify opportunities and operate within the parameters outlined by the Investment Strategy and policies set forth by the Investment Committee. The External Manager is responsible for monitoring the performance of the assets on a daily basis and for identifying the most opportune moment in which to dispose of an asset.

The senior management team of the External Manager is comprised of Mr. Roman Bielic (Risk Manager) and Mr. Kypros Neocleous, (CEO/Portfolio Manager).

The Board of Directors of the External Manager is comprised of four members, specifically two executive directors, and two independent non-executive directors. The executive director team is comprised of Mr. Roman Bielic (Risk Manager) and Mr. Kypros Neocleous (CEO/ Portfolio Manager). The two independent non-executive directors are Mr. Andreas Minnoshis and Mr. Kleanthis Demosthenous. The External Manager can provide additional information on the experience of the board members to any interested investor.

The External Manager ensures that unitholders of managed funds are treated fairly. The External Manager shall refrain from placing the interests of any group of unitholders above the interests of any other group of unitholders unless such special provisions are stipulated in the Offering Memorandum and/or the instruments of incorporation of the Funds it manages. In such cases, the External Manager shall endeavor to make such preferential treatment known to all affected parties and to disclose what benefits the preferential investors may have over others and how such preferential rights may be obtained by the other investors if they wish to be entitled to them. To achieve this, the External Manager applies appropriate policies and procedures for preventing malpractices that might reasonably be expected to affect the stability and integrity of the market.

To cover potential professional liability risks resulting from the activities carried out, the External Manager shall either:

- a) have additional own funds, which are appropriate to cover potential liability risks arising from professional negligence; or
- b) hold a professional indemnity insurance against civil liability arising from professional negligence, which is appropriate to the risks covered.

The External Manager may delegate to third parties the task of carrying out functions on its behalf, only if the following conditions are met:

- a) the External Manager shall notify the CySEC before the delegation arrangements become effective
- b) the External Manager must be able to justify its entire delegation structure on objective reasons some of which can be:
 - i. optimizing of business functions and processes;
 - ii. cost saving;
 - iii. expertise of the delegate in administration or in specific markets or investments; and
 - iv. access of the delegate to global trading capabilities.
- c) the delegate must dispose of sufficient resources to perform the respective tasks and the persons who effectively conduct the business of the delegate must be of sufficiently good repute and sufficiently experienced
- d) the delegation must not prevent the effectiveness of supervision of the External Manager, and, in particular, must not prevent the External Manager from acting, or the RAIF from being managed, in the best interests of its investors. A delegation shall be deemed to prevent the effective supervision of the External Manager where:
 - i. The External Manager, its auditors and the CySEC do not have effective access to data related to the delegated functions and to the business premises of the delegate, or the CySEC is not able to exercise those rights of access;
 - ii. The delegate does not cooperate with the CySEC in connection with the delegated functions; and
 - iii. The External Manager does not make available on request to the CySEC all information necessary to enable the CySEC to supervise the compliance of the performance of the delegated functions with the requirements of Directive 2011/61/EU and its implementing measures.
- e) the External Manager must be able to demonstrate that the delegate is qualified and capable of undertaking the functions in question, that it was selected with all due care and that the External Manager is in a position to monitor effectively at any time the delegated activity, to give at any time further instructions to the delegate and to withdraw the delegation with immediate effect when this is in the interest of investors,
- f) the External Manager shall review the services provided by each delegate on an on-going basis,
- g) the External Manager shall not delegate its functions to the extent that, in essence, it can no longer be considered to be the manager of the RAIF and to the extent that it becomes a letter-box entity.

Where the delegation concern's part or the whole functions of portfolio management or risk management, the External Manager may delegate to third party the task of carrying functions on its behalf, only if the provisions of the above paragraph and the following provisions are satisfied:

- a) the delegation must be conferred only on undertakings which are authorized or registered for the purpose of asset management and subject to supervision or, only subject to prior approval by the CySEC. The following entities shall be deemed to be authorized, or registered for the purpose of asset management and subject to supervision in accordance with point (c) of Article 20(1) of Directive 2011/61/EU:

- i. management companies authorized under Directive 2009/65/EC,
 - ii. investment firms authorized under Directive 2004/39/EC to perform portfolio management,
 - iii. credit institutions authorized under Directive 2006/48/EC having the authorization to perform portfolio management under Directive 2004/39/EC,
 - iv. external AIFMs authorized under Directive 2011/61/EU,
 - v. third country entities authorized or registered for the purpose of asset management and effectively supervised by a competent authority in those countries.
- b) where the delegation is conferred on a third-country undertaking, cooperation between the CySEC and the supervisory authority of the undertaking must be ensured,
- c) no delegation shall be conferred on:
- i. the depositary or a delegate of the depositary, or
 - ii. any other entity whose interests may conflict with those of the External Manager or the investors of the RAIF, unless such entity has functionally and hierarchically separated the performance of its portfolio management or risk management tasks from its other potentially conflicting tasks, and the potential conflicts of interest are properly identified, managed, monitored and disclosed to the investors of the RAIF.

The third party to whom functions shall be delegated may sub-delegate any of the functions delegated to it provided that:

- a) the External Manager has consented prior to the sub-delegation and has demonstrated its consent to it in writing
- b) the External Manager has notified the Commission before the sub-delegation arrangements become effective. The notification shall contain the following:
 - i. details of the delegate
 - ii. the name of the competent authority where the sub-delegate is authorized or registered
 - iii. the delegated functions
 - iv. the RAIFs affected by the sub-delegation
 - v. a copy of the External Manager's written consent
 - vi. the intended effective date of the sub-delegation
- c) the conditions set-out in subsection (1) and paragraph (c) of subsection (2) of section 20 of the AIFM Law as summarized above are met, on the understanding that all references to the delegate are read as references to the sub-delegate.

The External Manager's liability towards the RAIFs it manages, and their investors shall not be affected by the fact that it has delegated functions to a third party, or by any further sub-delegation.

The External Manager will ensure that appropriate liquidity management system and effective procedures are in place taking into account the investment strategy, the liquidity profile and the redemption policy of the RAIF. It shall ensure that it:

- a) maintains a level of liquidity in the Fund appropriate to its underlying obligations, based on an assessment of the relative liquidity of the Fund's assets in the market, taking account of the time required for liquidation and the price or value at which those assets can be liquidated, and their sensitivity to other market risks or factors;
- b) monitors the liquidity profile of the Fund's portfolio of assets, having regard to the marginal contribution of individual assets which may have a material impact on liquidity, and the material liabilities and commitments, contingent or otherwise, which the RAIF may have in relation to its

underlying obligations. For these purposes the External Manager shall take into account the profile of the investor base of the RAIF, including the type of investors, the relative size of investments and the redemption terms to which these investments are subject;

- c) where the RAIF invests in other collective investment undertakings, monitors the approach adopted by the managers of those other collective investment undertakings to the management of liquidity, including through conducting periodic reviews to monitor changes to the redemption provisions of the underlying collective investment undertakings in which the RAIF invests. This obligation shall not apply where the other collective investment undertakings in which the RAIF invests are actively traded on a regulated market, or an equivalent third country market; and
- d) implements and maintains appropriate liquidity measurement arrangements and procedures to assess the quantitative and qualitative risks of positions and of intended investments which have a material impact on the liquidity profile of the portfolio of the Fund's assets to enable their effects on the overall liquidity profile to be appropriately measured. The procedures employed shall ensure that the External Manager has the appropriate knowledge and understanding of the liquidity of the assets in which the RAIF has invested or intends to invest including, where applicable, the trading volume and sensitivity of prices and, as the case may be, or spreads of individual assets in normal and exceptional liquidity conditions.

7 DELEGATED FUNCTIONS

7.1 DEPOSITARY

Mega Equity Securities and Financial Services Public Ltd is the Fund's appointed depositary under section 26 of the AIF Law of 2018. The Depositary is entrusted with the tasks provided for in article 24 of the AIFM Law of 2013 and shall in general ensure that the RAIF's cash flows are properly monitored and shall, ensure that -

- a. all payments made by or on behalf of investors upon the subscription of Shares of a RAIF have been received; and
- b. all cash of the RAIF has been booked in cash accounts opened in the name of the RAIF or on the name of the AIFM acting on behalf of the RAIF

Where the cash accounts are opened in the name of the Depositary acting on behalf of the RAIF, no cash of the entity referred to in paragraph (b) of subsection (1) of the AIFM Law of 2013 and none of the Depositary's own cash shall be booked on such accounts.

The assets of the RAIF shall be entrusted to the Depositary for safekeeping, as follows:

- a. The depositary shall verify the ownership of the RAIF of such assets and shall maintain a record of those assets for which it is satisfied that the RAIF holds the ownership of such assets;
- b. The assessment whether the RAIF holds the ownership shall be based on information or documents provided by the RAIF and, where available, on external evidence; and
- c. The depositary shall keep the record referred to in point (a) up to date.

In addition to the tasks referred to in subsections (1) to (3) of Article 24(1) of the AIFM Law, the depositary shall:

- a. Ensure that the sale, issue, re-purchase, redemption and cancellation of Units of the RAIF are carried out in accordance with the applicable national law and the RAIF rules or instruments of incorporation; and
- b. Ensure that the value of the Units of the RAIF is calculated in accordance with the applicable national law, the RAIF rules or instruments of incorporation and the procedures laid down in section 19 of the AIFM Law; and
- c. Carry out the instructions of the AIFM, unless they conflict with the applicable national law or the RAIF rules or instruments of incorporation; and
- d. Ensure that in transactions involving the RAIF's assets any consideration is remitted to the RAIF within the usual time limits; and
- e. Ensure that the RAIF's income is applied in accordance with the applicable national law and the RAIF rules or instruments of incorporation.

The assets referred to in Article 24(3) of the AIFM Law of 2013, shall not be reused by the Depositary without the prior consent of the Fund or the AIFM acting on behalf of the Fund.

Should the Depositary decide to resign from its duties, it will provide the External Manager with a 90-day notice to allow for a suitable replacement to be found. The Depositary that submitted its resignation shall continue to exercise its duties until the complete taking over of duties of the new depositary. CySEC's prior approval is required for the new Depositary appointment to go into effect. Should CySEC not approve

the proposed Depositary, the External Manager or the departing Depositary should propose a new Depositary.

The Depositary may be replaced in the event of termination of the Depositary Agreement in line with the terms stipulated in the said agreement.

The appointment of the depositary shall be terminated:

- a. in case of resignation or replacement of the depositary, on the condition that, until the new depositary takes over its tasks, the resigning depositary or the depositary being replaced continues performing its tasks and being subject to the obligations of the RAIF depositary, as provided:
 - i. in the Alternative Investment Fund Managers Law or the legislation of another Member State which harmonizes Directive 2011/61/EE respectively, in case the external manager is an AIFM, or
 - ii. in the AIF Law of 2018, in all other cases.
- b. in case of dissolution of the depositary or its declaration in a state of special liquidation or administration or another relevant procedure;
- c. in case the CySEC withdraws the registration of the RAIF from the CySEC's RAIF Register or demands the replacement of the depositary in accordance with section 33(2) of the AIF Law of 2018;
- d. In any other case provided for in the Fund's Articles of Association.

7.2 FUND ADMINISTRATOR

The Fund Administration function will be undertaken by the External Manager under the terms of the Investment Management Agreement. The External Manager has further delegated the RAIF accounting services to Alpha IBC Limited pursuant to the Administration Agreement. Alpha IBC Limited is a Cyprus ASP Firm authorized and regulated by the Cyprus Securities and Exchange Commission (CySEC), License number 95/196. Alpha IBC Limited will provide Fund Accounting services to the Fund.

Pursuant to the terms of the Administration Agreement, the Administrator is responsible, under the ultimate supervision of the External Manager, for providing the following services:

- a. legal and accounting AIF management services;
- b. disclosure of information services and services to the Unitholders of an AIF;
- c. valuation and pricing, including tax returns;
- d. regulatory compliance monitoring;
- e. maintenance of unit/Unitholder register;
- f. distribution of profits of the AIF;
- g. unit issues and redemptions;
- h. contract settlements, including certificate dispatch; and
- i. record keeping.

The Administrator will be entitled to Administration Fee to be specified in the Administration agreement and in the relevant Supplement for each Fund.

The Administration Agreement may be terminated by the External Manager or the Administrator upon 90 days day's prior written notice and upon the appropriate notification communicated to CySEC by the External Manager.

8 INVESTMENT OBJECTIVE AND POLICY, LIMITATIONS AND RESTRICTIONS

8.1 INVESTMENT OBJECTIVES

The specific investment objective and policies of each Fund will be set out in the relevant Supplement to this Offering Memorandum and will be formulated by the Directors at the time of the creation of the relevant Investment Compartment.

The Fund shall not make any change to the investment objectives of an Investment Compartment, or any material change to the Investment Compartment's investment policy, as set out in the relevant Supplement, unless Unitholders have, in advance, by simple majority of votes cast at a general meeting or with the prior written approval of Unitholders of the relevant Investment Compartment (in accordance with the Articles of Association), approved such change(s). The term "material" shall be taken to mean, although not exclusively, changes which would significantly alter the asset type, credit quality, borrowing limits or risk profile of an Investment Compartment. In the event of a change of the investment objective and/or material change to the investment policy of an Investment Compartment, on the basis of a simple majority of votes cast at a general meeting, Unitholders in the relevant Investment Compartment will be given reasonable notice of such change to enable them to redeem their Units prior to implementation of such a change.

8.2 INVESTMENT POLICY

The Fund will invest through its Investment Compartments in a variety of asset classes. Description of each Investment Compartment's Investment Policy can be found in their respective Supplements to this Offering Memorandum.

8.3 INVESTMENT LIMITATIONS AND RESTRICTIONS

Each sub-fund may have investment limitations and restrictions. These will be stipulated in the supplement of each sub-fund.

8.4 BORROWING RESTRICTIONS

The Fund's borrowing restriction for each sub-fund under management, are described individually in the supplement below. The Fund's borrowing descriptions are determined by the External Manager.

9 REPORTING OF NET ASSET VALUE CALCULATION

9.1 EXTERNAL MANAGER'S REPORTS

The External Manager will prepare the half yearly and the annual report for submission to the Regulator and to avail to the Unitholders at the points of distribution of the Units. The External Manager and the Administrator will calculate the Net Asset Value of the Fund, and the Net Asset Value per Unit Interest respectively as at each Valuation Day.

9.2 NAV REPORTS

The Fund has delegated the calculation of the Net Asset Value of the Fund to the External Manager (the "Valuer"). The Valuer will calculate the Net Asset Value of the Fund, and the Net Asset Value per Unit as at each Valuation Day.

The Net Asset Value shall be calculated with respect to any Valuation Day by ascertaining the value of the Total Assets and deducting from such amount the Total Liabilities. The Net Asset Value of each Investor's Units shall be determined by multiplying the Net Asset Value of the Fund with the percentage owned by each Investor and rounding the resulting total to two decimal places. However, The Net Asset Value per Unit will be communicated to the investors in a timely manner and will be presented as a rounded figure to two decimal places

In calculating the NAV of the Fund and each Investment Compartment the following principles will apply:

1. every Unit agreed to be issued by the Directors each Subscription Day shall be deemed to be in issue at the Valuation Day and the assets of the relevant Investment Compartment shall be deemed to include not only cash, assets under custody in the hands of the Depositary, and any other assets that cannot be held under custody, but also the amount of any cash or other assets to be contributed in kind and received in respect of Units agreed to be issued after deducting therefrom (in the case of Units agreed to be issued for cash) or providing for any preliminary charges;
2. where investments have been agreed to be purchased or sold but such purchase or sale has not been completed, such investments shall be included or excluded, and the gross purchase or net sale consideration excluded or included as the case may require as if such purchase or sale had been duly completed;
3. there shall be added to the assets of the relevant Investment Compartment any actual or estimated amount of any taxation of a capital nature which may be recoverable by the Fund which is attributable to that Investment Compartment;
4. there shall be added to the assets of each relevant Investment Compartment a sum representing any interest, dividends or other income accrued but not received and a sum representing unamortized expenses;
5. there shall be added to the assets of each relevant Investment Compartment the total amount (whether actual or estimated by the External Manager or their delegate) of any claims for

repayment of any taxation levied on income or capital gains including claims in respect of double taxation relief; and

6. where notice of the redemption of Units has been received by the Fund with respect to a Redemption Day and the cancellation of such Units has not been completed, the Units to be redeemed shall be deemed not to be in issue at the Valuation Day and the value of the assets of the relevant Investment Compartment shall be deemed to be reduced by the amount payable upon such redemption.

Deductions from the assets of the relevant Fund:

1. the total amount of any actual or estimated liabilities properly payable out of the assets of the relevant Investment Compartment including any and all outstanding borrowings of the Fund in respect of the relevant Investment Compartment interest, fees and expenses payable on such borrowings and any estimated liability for tax and such amount in respect of contingent or projected expenses as the External Manager considers fair and reasonable as of the relevant Valuation Day;
2. such sum in respect of tax (if any) on income or capital gains realized on the investments of the relevant Investment Compartment as in the estimate of the External Manager will become payable;
3. the amount (if any) of any distribution declared but not distributed in respect thereof;
4. the remuneration of the Administrator (if different from the External Manager), the Depositary, the External Manager, and any other providers of services to the Fund accrued but remaining unpaid together with a sum equal to the value added tax chargeable thereon (if any);
5. the total amount (whether actual or estimated by the External Manager) of any other liabilities properly payable out of the assets of the relevant Investment Compartment (including all establishment, operational and ongoing administrative fees, costs and expenses) as at the relevant Valuation Day;
6. an amount as at the relevant Valuation Day representing the projected liability of the relevant Investment Compartment in respect of costs and expenses to be incurred by the relevant Investment Compartment in the event of a subsequent liquidation; and
7. any other liability which may properly be deducted.

The Net Asset Value of the Fund and the Net Asset Value per Unit will be determined as at the close of business on each Valuation Day or at such other times as the External Manager may determine.

The Net Asset Value of each sub-Fund will be expressed in a currency to be specified in the supplements with respect to a Sub-Fund. The Net Asset Value of the Fund will be equal to the value of its total assets less its total liabilities as of the relevant Valuation Day calculated in accordance with the provisions of the Articles adopted by the Directors and the International Financial Reporting Standards. Such values shall be determined as follows:

- a. Loans will be valued having regard to generally accepted principles of banking.
- b. Securities admitted to official listing on a recognised exchange or traded on another regulated market which operates regularly and is recognised and open to the public shall be valued on the

basis of the last quoted trade price as at the close of business in the relevant market on the relevant Valuation Day.

- c. Any unlisted investments or securities held by the Fund on the relevant day will be valued at their probable realisation value as determined with care and in good faith by the External Manager considering the Audited Financial Statements provided by the External Auditors.
- d. Cash and other liquid assets shall be valued at their nominal value plus accrued interest.
- e. Derivative instruments dealt on the markets shall be valued by reference to the price which appears to the Directors to be the settlement price for such instruments on such markets.
- f. Any value expressed otherwise than in EUR at the rate ruling on the Valuation Day.
- g. All illiquid assets, such as real estate or private equity assets held by the Company will be valued by one or more independent recognised Real Estate Valuers (the "Appraisers" or "Appraiser") with expertise in the region in which the Real Estate is situated, and the assets will be valued at least annually on the basis of a full valuation with physical inspection and in accordance with the Cyprus national laws and the RAIF's instruments of incorporation. In addition, the External Manager may provide desk evaluations and give approximated valuations, on a periodic basis whereas upon request of the Company, additional valuations may be performed during the year to confirm the market value of an asset at the time of acquisition or disposal and the whole portfolio may be valued at any time.

Assets cannot be acquired or sold unless they have been valued by an independent Valuer, although a new valuation is not always necessary if the acquisition and sale of assets takes place within six months after the last valuation thereof. However, in the event that there is evidence that the latest determined value is no longer fair or proper, a new valuation will be performed.

Notwithstanding the above, and subject to the Boards approval, the Company may acquire assets, that are in line with the External Manager each Sub-Funds' strategy, without obtaining an independent valuation from the Appraiser prior to the acquisition, when a quick move is necessary to take advantage of market opportunities. In such circumstances, obtaining an independent valuation from an Appraiser prior to the acquisition may prove practically impossible. However, the Company shall not invest in a particular type of asset for the first time unless an appropriate valuation methodology has been identified for that specific type. An ex-post independent valuation will, however, be required from an Appraiser as quickly as possible, after the acquisition. If such an ex-post independent valuation carried out by an Appraiser in connection with an individual asset determines a price noticeably lower than the price paid or to be paid by the Company, the Company's Board of Directors shall justify this difference.

The Appraiser(s) will value the assets using appropriate and consistent procedures and more specifically a formal set of guidelines on the basis of widely-accepted valuation standards, adapted as necessary to respect individual market considerations and practices.

The External Managers may at their sole discretion, permit other methods of valuation to be used if they consider that such method of valuation better reflects value generally or in particular markets or market conditions and is in accordance with good accounting practice.

Subject to the discretions referred to in the previous paragraph, the External Manager will be responsible for the determination of the Net Asset Value and the Net Asset Value per Unit.

In determining the Fair Value of an Investment, the Appraiser will use judgment and take into consideration those specific terms of the Investment that impact on its Fair Value. The Appraiser will exercise judgment to select the valuation methodology that is most appropriate for a particular

Investment. Methodologies will be applied consistently from period to period except where a change in methodology would result in better estimates of Fair Value.

The most relevant methodology widely used and accepted by the real estate industry, as a standard, is the Price of Recent Transaction. Below is a short description of the methodology.

Price of Recent Transaction: Where there has been any recent transaction in the asset, the price of that asset will provide a basis of the valuation. The validity of a valuation obtained in such a manner will inevitably erode over time since the price at which the transaction was made reflects the effects of conditions that existed when the transaction took place.

In applying this methodology, the Valuer will use the cost of the asset itself to estimate the Fair Value of the asset but only for a limited period following the date of the relevant transaction. The Valuer should assess whether changes or events subsequent to the relevant transaction would imply a change in the Investment's Fair Value.

The valuation policies and procedures and the designated valuation methodologies will be applied consistently, and the designated methodologies shall be applied to all assets within the Fund, taking into account the investment strategy and the type of asset.

Valuation of private equity investments: Regarding the valuation of private equity investments, the more appropriate or combination of appropriate methodologies from those listed below will be used, as recommended by the International Private Equity and Venture Capital Association ("IPEV") Valuation Guidelines for Private Equity investments.

A. Market Approach

- a. Multiples
- b. Industry Valuation Benchmarks
- c. Available Market Prices

B. Income Approach

- a. Discounted Cash Flows of Earnings (of investee company)
- b. Discounted Cash Flows (from an investment)

C. Replacement Cost Approach

- a. Net Assets

Below is a summary description of some of the referenced methodologies:

Multiples: Depending on the stage of development of an enterprise, its industry, and its geographic location, Market Participants may apply a multiple of Earnings, or of Revenue. In using the Multiples valuation technique to estimate the Fair Value of an Enterprise, the Appraiser should:

- i. Apply a multiple that is appropriate and reasonable (given the size, risk profile and earnings growth prospects of the underlying company) to the applicable indicator of value (Earnings, or Revenue) of the company;
- ii. Adjust the Enterprise Value for surplus or non-operating assets or excess liabilities and other contingencies and relevant factors to derive an adjusted enterprise value for the Investee Company;

- iii. Deduct from this amount any financial instruments ranking ahead of the highest-ranking instrument of the Fund in a liquidation scenario (e.g. the amount that would be paid) and taking into account the effect of any instrument that may dilute the Fund's Investment to derive the attributable Enterprise Value;
- iv. Apportion the attributable enterprise value appropriately between the relevant financial instruments using the perspective of potential market participants. Judgment is required in assessing a market participant perspective.

Industry Valuation Benchmarks: The use of industry benchmarks is only likely to be reliable and therefore appropriate as the main basis of estimating Fair Value in limited situations and is more likely to be useful as a sanity check of values produced using other techniques.

- i. Instruments quoted on an active market should be valued at the price within the bid / ask spread that is most representative of Fair Value on the Measurement Date. The Appraiser should consistently use the most representative point estimate in the bid /ask spread.
- ii. Blockage Factors that reflect size as a characteristic of the reporting entity's holding (specifically, a factor that adjusts the quoted price of an asset because the market's normal daily trading volume is not sufficient to absorb the quantity held by the entity) should not be applied.
- iii. Discounts may be applied to prices quoted in an active market if there is some contractual, governmental or other legally enforceable restriction attributable to the security, not the holder, resulting in diminished liquidity of the instrument that would impact the price a market participant would pay for the securities at the measurement date.

Discounted Cash Flows of Earnings: In using the Discounted Cash Flows or Earnings (of investee company) valuation technique to estimate the Fair Value of an investment, the Appraiser should:

- i. Derive the Enterprise Value of the company, using reasonable assumptions and estimations of expected future cash flows (or expected future earnings) and the terminal value, and discounting to the present by applying the appropriate risk-adjusted rate that captures the risk inherent in the projections;
- ii. Adjust the Enterprise Value for surplus or non-operating assets or excess liabilities and other contingencies and relevant factors to derive an Adjusted Enterprise Value for the Investee Company;
- iii. Deduct from this amount any financial instruments ranking ahead of the highest-ranking instrument of the Fund in a liquidation scenario (e.g. the amount that would be paid) and taking into account the effect of any instrument that may dilute the Fund's Investment to derive the Attributable Enterprise Value;
- iv. Apportion the Attributable Enterprise Value appropriately between the relevant financial instruments using the perspective of Market Participants. Judgment is required in assessing a Market Participant perspective.

Discounted Cash Flows (from an investment): In using the Discounted Cash Flows (from an Investment) valuation technique to estimate the Fair Value of an Investment, the Valuer should derive the present value of the cash flows from the Investment using reasonable assumptions and estimations of expected future cash flows, the terminal value or maturity amount, date, and the appropriate risk-adjusted rate that captures the risk inherent to the Investment. This valuation technique would generally be applied to Debt Investments or Interests with characteristics similar to debt.

Net Assets: In using the Net Assets valuation technique to estimate the Fair Value of an Investment, the Appraiser should:

- i. Derive an Enterprise Value for the company using the perspective of a Market Participant to value its assets and liabilities (adjusting, if appropriate, for non- operating assets, excess liabilities and contingent assets and liabilities);
- ii. Deduct from this amount any financial instruments ranking ahead of the highest-ranking instrument of the Fund in a liquidation scenario (e.g. the amount that would be paid) and taking into account the effect of any instrument that may dilute the Fund's Investment to derive the Attributable Enterprise Value; and
- iii. Apportion the Attributable Enterprise Value appropriately between the relevant financial instruments using the perspective of potential Market Participants. Judgment is required in assessing a Market Participant perspective.

The Appraiser may also use other methodologies that he/she deems more appropriate to accurately reflect the value of the instrument at the time of the valuation.

9.3 SUSPENSION OF VALUATION:

The Directors at the advice of the External Manager may at any time temporarily suspend the determination of the Net Asset Value and consequently the issue and redemption of Units in any Portfolio in the following instances:

- (a) any period when any market or recognized exchange on which a substantial portion of the Investments of the relevant Investment Compartment from time to time are quoted or dealt in is closed otherwise than for ordinary holidays, or during which dealings therein are restricted or suspended;
- (b) the existence of any state of affairs which constitutes an emergency or otherwise as a result of which, disposal or valuation of Investments owned by the relevant Investment Compartment cannot, in the opinion of the External Manager, be effected normally or without prejudicing the interest of Unitholders;
- (c) any breakdown in the means of communication normally employed in determining the price of any of the relevant Investment Compartment Investments or of current prices on any recognized exchange or during any period when for any other reason the prices of any Investments owned by the relevant Investment Compartment cannot be reasonably promptly or accurately ascertained; or
- (d) any period when the Fund is unable to repatriate funds for the purposes of making payments on the redemption of Units or during which the realization of Investments, or the transfer or payment of funds involved in connection therewith cannot, in the opinion of the External Manager be effected at normal prices or normal rates of exchange.
- (e) during the whole or part of any period when circumstances outside the control of the External Manager exist as a result of which any disposal or valuation by the Fund or of Investments of the relevant Investment Compartment is not reasonably practicable or would be detrimental to the interests of Unitholders or it is not possible to transfer monies involved in the acquisition or disposition of Investments to or from the relevant account of the Fund; and
- (f) shall temporarily suspend the determination of the Net Asset Value of an Investment Compartment or attributable to a Class and the issue, redemption and conversion of Units in any Investment Compartment or Class if directed to do so.

Notice of any such suspension and notice of the determination of any such suspension shall be published by the Fund in such manner as the Board of Directors may deem appropriate to the persons likely to be

affected thereby and notified immediately to CySEC and in any event within the Business Day on which such suspension took effect.

10 FEES AND EXPENSES

During its normal operations, the Fund will incur various fees and expenses, which will be attributable to the Fund, and thus will have a bearing on the Investor assets. Below is the list of fees and expenses that will be borne by the Fund and its Investment Compartments and where different fees apply for specific Investment Compartment(s) these will be in the relevant Supplements within this Offering Memorandum. In addition, each Investment Compartment may pay a proportion of the fees payable to the Directors and will also pay certain other costs and expenses incurred in its operation.

The below fees may change by simple majority of votes cast at a general meeting or with the prior written approval of Unitholders.

| Investor Fees | Fees & Expenses |
|-------------------------------|---|
| Initial Sales Charge | Initial Sales charge may apply to specific Investment Compartments. Further details in respect of such redemption fee shall be more particularly outlined in the relevant Investment Compartment Supplement if applicable |
| Deferred Sales Charge | No charge |
| Redemption Fees | Redemption fees may apply to specific Investment Compartments. Further details in respect of such redemption fee shall be more particularly outlined in the relevant Investment Compartment Supplement if applicable |
| Introducer or Affiliate Fees | There may be Introducer or Affiliate Fees that will be borne by the affected investors. Such fees will be communicated to the affected investor of the relevant Investment Compartment before deciding to invest. Directors, Employees and other affiliates of the Fund External Manager may be recipients of such fees |
| Annual Fees | |
| Management Fee | The information on the Management Fee and Expenses payable to the External Manager in respect of each Class of Shares in each of the Investment Compartments can be found in the relevant Supplement to the Offering Memorandum |
| Depositary Fee | The information on the Depositary Fee in respect of each Investment Compartment can be found in the relevant Supplement to the Offering Memorandum |
| Fund Administration Fee | The information on the Fund Administration Fee in respect of each Investment Compartment can be found in the relevant Supplement to the Offering Memorandum |
| Distribution and Service Fees | No fee unless otherwise indicated in the relevant Supplement of an Investment Compartment |

| | |
|-------------------------|--|
| | |
| Performance Fee | The information on the Performance Fee in respect of each Class of Shares in each of the Investment Compartments can be found in the relevant Supplement to this Offering Memorandum |
| Transfer Fee | The information on the Transfer Fee in respect of each Class of Shares in each of the Investment Compartments can be found in the relevant Supplement to this Offering Memorandum |
| Directors' Fees | EUR 2,000 per year (may be waived or reduced at Director's discretion) for the Fund. The Director' Fees will be allocated to each of the Investment Compartments based on their Assets Under Management. |
| Professional Fees | Calculated on a time-spent basis with no retainer |
| Investment Advisory Fee | The information on the Investment Advisory Fee and Expenses payable to an Investment Advisor in respect of each Class of Shares in each of the Investment Compartments can be found where applicable in the relevant Supplement to the Offering Memorandum |
| Fees Allocation | Fees such as Auditor Fees will be allocated to each of the Investment Compartments based on a time-spent basis. CySEC Fees will be equally allocated to each of the Investment Compartments. The Director' Fees will be allocated to each of the Investment Compartments based on their Assets Under Management. |

11 RISK DISCLOSURES

The nature of Investment is such that the Company may not be a suitable investment for investors other than those who are knowledgeable in investment matters, are able to bear the economic risk of the investment, understand the risk involved, believe that the investment is suitable for their particular investment objective and financial needs and have no need for liquidity of investment. It is advisable that only a part of the sums that an investor intends for long-term investment should be so invested. It is also advisable that they should seek advice from a professional investment advisor before making the investment.

Different risks may apply to different Investment Compartments and/or Share Classes. Details of specific risks faced by an Investment Compartment or Share Class which are additional to those described in this section will be disclosed in the relevant Supplement. Prospective investors should review this Offering Memorandum and the relevant Supplement carefully and, in its entirety, and consult with their professional and financial advisers before making an application for Shares.

An investment in the fund is subject to a number of risk factors. The paragraphs below set out the risks that a potential investor should bear in mind. There may be additional risks that the fund is not aware which may also have an adverse effect upon the fund. An investment in the fund should only be made by persons who are able to bear the potential risk of loss of the capital invested.

Risk relating to the RAIF and the AIFM that manages it

Neither this Fund nor the AIFM managing it have any historical financial statements or other meaningful operating or financial data with which you may evaluate them, the performance of the investments that they have made or intend to make or the effectiveness of their investment strategy as a whole. An investment in this Fund is therefore subject to all of the risks and uncertainties associated with any new business, including the risk that it will not achieve its investment objectives and that the value of your investment could decline substantially.

Interest Rate Risk

Interest rates and bond prices carry an inverse relationship; as interest rates fall, the price of bonds trading in the marketplace generally rises. Conversely, when interest rates rise, the price of bonds tends to fall. Prolonged periods of low interest rates may lead to sudden rises that can have adverse effect on the value of the bonds. However, this risk is negated if the bonds are held to maturity.

Reinvestment Risk

This is the risk of having to reinvest proceeds at a lower rate than the funds were previously earning. One of the main ways this risk presents itself is when interest rates fall over time, and the issuers of callable bonds exercise them. That would increase the Fund's cash balances and reduce its portfolio holdings. In the absence of alternative investment options, the Fund may be unable to maintain its investment returns. The Fund will endeavor to reduce its exposure to this risk by investing in bonds of varying maturities and if callable of different potential exercise periods.

Credit or Default Risk

By purchasing a debt instrument like a Bond, the Fund is exposed to the credit worthiness of the instrument's issuer. Although, it supersedes other instruments, they are still subject to the financial well-being of the issuer and its ability to repay both interest and principal to the bondholder. The issuer of instruments in which the Fund invests may be unable to meet interest and/or principal payments, thereby causing its instruments to decrease in value and lowering the issuer's credit rating. The Fund will analyze all income and cash flow information as well as overall issuer exposure to debt, prior to investing in the bond instrument.

Valuation Risk

Situations involving uncertainties as to the valuation of assets may have an adverse effect on the fund's net assets if judgements made regarding appropriate valuations should prove incorrect. Valuations may also be suspended where the fund's assets cannot be valued or would yield a valuation which would be, in the opinion of the external manager, to the detriment of the investors. Some of these valuation risks are greater for illiquid than for liquid assets.

Inflation Risk

When buying a bond, an investor is essentially committed to a certain fixed or variable rate for the period he or she holds the bond. Unless, the bond interest is inflation adjusted, the investor will be exposed to eroding purchase power and potentially inflationary adjusted negative rates of return.

Allocation Risk

The performance of the Fund relative to its benchmarks will depend largely on the decisions of the Directors as to strategic asset allocation and tactical adjustments made to the asset allocation. At times, the Directors judgments as to the asset classes in which the Fund should invest may prove to be wrong, as some asset classes may perform worse than others or the relevant markets generally from time to time or for extended periods of time.

The principal risk of investing in the Fund is that the asset allocation strategy will not be successful. At any time, the Directors may not know whether that particular signal will turn out to have indicated the start of a major or minor market move in either direction, or whether it will prove to be a false signal. The Fund could be exposed to declining markets and/or could miss a market rise if the strategy does not correctly adjust to market movements. As a result, there is no assurance that the asset allocation strategy will enable the Fund to be invested consistent with the major trends of the market or enable the Fund to achieve its investment objectives of capital appreciation.

Market Risk

The risk that the securities market as a whole would decline, bringing the value of individual securities down with it regardless of their fundamental characteristics.

Event Risk

The risk that a bond's issuer undertakes a leveraged buyout, debt restructuring, merger or recapitalization that increases its debt load, causing its bonds' values to fall, or interferes with its ability to make timely payments of interest and principal. Event risk can also occur due to natural or industrial accidents or regulatory change.

Changing Fixed Income Market Conditions Risk

The current historically low interest rate environment was created in part by the Federal Reserve Board (FRB), the European Central Bank (ECB) and certain foreign central banks keeping the federal funds and equivalent foreign rates at or near zero. There is a risk that interest rates will rise when the FRB, the ECB and other central banks raise these rates. This risk is heightened due to the potential “tapering” of the FRB’s quantitative easing program and other similar foreign central bank actions. This tapering and eventual increase in the federal funds and equivalent foreign rates may expose fixed income markets to heightened volatility and reduced liquidity for certain fixed income investments, particularly those with longer maturities. In addition, decreases in fixed income dealer market-making capacity may also potentially lead to heightened volatility and reduced liquidity in the fixed income markets. As a result, the value of the Fund’s investments and share price may decline. Changes in central bank policies could also result in higher-than-normal Unitholder redemptions, which could potentially increase portfolio turnover and the Fund’s transaction costs.

Currency/Exchange Rate Risk

The euro value of the Fund’s foreign investments will be affected by changes in the exchange rates between the euro and the currencies in which those investments are traded.

Emerging Markets Securities Risk

The prices of securities issued by foreign companies and governments located in emerging market countries may be affected more negatively by inflation, devaluation of their currencies, higher transaction costs, delays in settlement, adverse political developments, the introduction of capital controls, withholding taxes, nationalization of private assets, expropriation, social unrest, war or lack of timely information than those in developed countries.

Foreign Securities Risk

The Fund’s foreign investments may be affected by changes in a foreign country’s exchange rates, political and social instability, changes in economic or taxation policies, difficulties when enforcing obligations, decreased liquidity, and increased volatility. Foreign companies may be subject to less regulation resulting in less publicly available information about the companies.

Management Risk

The investment techniques and risk analysis used by the Fund’s portfolio managers may not produce the desired results. Because the Fund’s investment process relies heavily on its asset allocation process, market movements that are counter to the portfolio managers’ expectations may have a significant adverse effect on the Fund’s net asset value.

Reverse Repurchase Agreement Risk

Reverse repurchase agreement transactions may constitute a borrowing and are a form of leverage and involve the risk that the market value of securities to be repurchased may decline below the repurchase price, or that the other party may default on its obligation, resulting in the Fund being delayed or prevented from completing the transaction. Leverage may make the Fund’s returns more volatile and

increase the risk of loss. Because the Fund's reverse repurchase transactions are expected to involve securities with a history of high volatility, such as collateralized loan obligations, mortgage backed securities, asset backed securities and high yield bonds, the Fund will be subject to heightened risk that the value of these securities will decline below the price that the Fund must pay to repurchase the securities, which would result in a loss to the Fund. The Fund will earmark or segregate liquid assets in an amount at least equal to the repurchase price for the duration of the reverse repurchase agreement. In the event the buyer of securities under a reverse repurchase agreement files for bankruptcy or becomes insolvent, the Fund may be restricted or stayed from its ability to exercise its set-off rights.

When-Issued and Delayed Delivery Risks

When-issued and delayed delivery transactions are subject to market risk as the value or yield of a security at delivery may be more or less than the purchase price or the yield generally available on securities when delivery occurs. In addition, the Fund is subject to counterparty risk because it relies on the buyer or seller, as the case may be, to consummate the transaction, and failure by the other party to complete the transaction may result in the Fund missing the opportunity of obtaining a price or yield considered to be advantageous.

Regulatory risk

The Fund and its AIFM are subject to laws and regulations enacted by European, and national governments. In particular, upon authorization, the Fund and its AIFM will be required to comply with certain European legal requirements. In addition, the Fund and its AIFM are subject to regulation in Cyprus. Additional laws may apply to the portfolio companies in which we make investments. Compliance with, and monitoring of, applicable laws and regulations may be difficult, time consuming and costly. Those laws and regulations and their interpretation and application may also change from time to time and those changes could have a material adverse effect on the Fund's business, investments and results of operations. In addition, a failure to comply with applicable laws or regulations, as interpreted and applied, by any of the persons referred to above could have a material adverse effect on the Fund's business, investments and results of operations.

Real Estate Risk

Investment in real estate can take considerable time both to acquire and to realize. The fund's real estate investments will be subject to the general risks incidental to the ownership of real property, including changes in the supply of, or demand for, properties in an area, changes in the development of a particular area, changes in interest rates and the availability of mortgages, changes in property tax rates and landlord/tenant or planning laws, credit risks of tenants and borrowers, uninsured events and environmental factors. The marketability and value of any properties owned by the fund on behalf of compartments will, therefore, depend on many factors beyond the control of the fund and there is no assurance that there will be either a ready market for any properties or that such properties will be sold at a profit or will yield a positive cash flow.

Private Equity Risk

Investments in private equity are very illiquid assets in nature and investors may not be able to redeem their investment at any given time. The fund's private equity investments will be subject to the general risks, incidental to the ownership of private equity, including operational risks, funding risks, liquidity issues, market risks factors, raising of capital factors and environmental factors. The marketability and

value of any asset owned by the fund on behalf of compartments will, therefore, depend on many factors beyond the control of the fund and there is no assurance that there will be either a ready market for any equity or that such private equities will be sold at a profit or will yield a positive cash flow.

Investment and Repatriation Restrictions

In some countries in which an Investment Compartment may invest, the laws and regulations which affect foreign investment business continue to evolve in an unpredictable manner. Laws and regulations, particularly those involving taxation, foreign investment and trade and currency regulation and control may be subject to change.

Foreign investment in certain debt and other fixed income obligations of companies may be restricted or controlled to varying degrees and these controls may at times prevent an Investment Compartment from making particular investments. If an Investment Compartment were to invest directly in certain forms of debt, there may be restrictions on its ability to repatriate principal and interest payments on such debt. Whilst a Fund would seek to obtain assurance as to its ability to transfer such payments abroad, any such assurance may subsequently be modified or abrogated.

Investments in some countries may also require the procurement of a substantial number of regulatory consents, certificates and approvals, including licenses for the Company and clearance certificates from tax authorities. The inability to obtain a particular license, consent or approval could adversely affect the Fund's operations and in extreme circumstances could lead to the Directors convening a Shareholder's meeting for the purpose of winding up a Fund or Funds.

12 SUSTAINABILITY-RELATED DISCLOSURES

Pursuant to Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector, the Company is required to disclose the manner in which Sustainability Risks are integrated into the investment decision and the results of the assessment of the likely impacts of Sustainability Risks on the returns of the Company.

Sustainability Risks are principally linked to climate-related events resulting from climate change (physical risks) or to the society's response to climate change (transition risks), which may result in unanticipated losses that could affect the Company's investments and financial condition. Social events (e.g., inequality, inclusiveness, labor relations, investment in human capital, accident prevention, changing customer behavior, etc.) or governance shortcomings (e.g., recurrent significant breach of international agreements, bribery issues, products quality and safety, selling practices, etc.) may also translate into Sustainability Risks.

The Company does not promote Sustainability Factors and does not maximize portfolio alignment with Sustainability Factors; however, it remains exposed to Sustainability Risks. Such Sustainability Risks are integrated into the investment decision making and risk monitoring to the extent that they represent a potential or actual material risks and/or opportunities to maximizing the long-term risk-adjusted returns.

The impacts following the occurrence of a Sustainability Risk may be numerous and vary depending on the specific risk, region and asset class. In general, where a Sustainability Risk occurs in respect of an asset, there will be a negative impact on, or entire loss of, its value.

The AIFM does not consider the adverse impacts of its investment decisions on Sustainability Factors, as there no sufficient data available is satisfactory quality to allow the AIFM to adequately assess the potential adverse impact of its investment decision on sustainability factors.

13 LIKELY IMPACTS FOLLOWING THE OCCURRENCE OF A SUSTAINABILITY RISK

The impacts following the occurrence of a Sustainability Risk may be numerous and vary depending on the specific risk, region and asset class. The Sustainability Risks that are particularly relevant to this Fund include:

1. The exposition to potential physical risks resulting from climate change. For example, the tail risk of significant damage due to increasing erratic and potentially catastrophic weather phenomena such as droughts, flooding and heavy precipitations, heat/cold waves, landslides or storms. As the frequency of extreme weather events increases, the Fund's assets exposure to these events increases too. Flooding, as an illustrative example, may cause damage requiring refurbishment works. In the event of a more severe flood, the building might be incapable of being occupied resulting in the loss of rents. Finally, flood damage might impact the resale value of the building and/or the owner's ability to sell the Real Estate. The long-term value of the Fund's property investments is strengthened by increasing their climate change resilience and taking into account the physical risks linked to climate change. Resilience is becoming a major consideration for real estate businesses with impacts on insurance, valuation and rents already starting to show in many countries, and
2. The exposition to environmental risk emerging from the need of mitigating climate change. Being an important contributor of global carbon emissions and being energy intensive, the Real Estate industry faces great regulatory and public pressure calling for improvement in energy and water management, among other, in order to reduce emissions. Efforts to cope with this pressure and to meet the strengthening regulatory requirements may impose higher financial input which could impede the total performance of the Fund. On the contrary, failure to cope with this pressure may lead to reputational damage which could also impede the Fund's return. The long-term value of the Fund's property investments is strengthened by limiting the risk of regulatory non-compliance or the erosion of its competitive position in the market.

14 SUBSCRIPTIONS

14.1 SHARE CHARACTERISTICS

Below is a summary of the rights and characteristics of the Shares issued by the Fund which should be read in conjunction with the Articles:

14.1.1 MANAGEMENT SHARES:

The Management Shares shall:

- (a) carry and confer the right to receive notices, attend and vote in respect of all matters to be resolved in a general meeting of the Fund,
- (b) not be entitled to participate in any dividends and/or other Distributions,
- (c) carry the right to appoint, remove and replace the Directors of the Fund,
- (d) not be redeemable,
- (e) do not have a right to proceeds on a return of capital, on a winding up or otherwise,
- (f) carry the right to Carried Interest.

14.1.2 PARTICIPATING SHARES:

The Participating Shares shall:

- (a) not carry or confer the right to receive notices, attend or vote at any general meeting of the Fund,
- (b) be transferrable in accordance with the provisions of the Articles,
- (c) carry and confer the right to dividends and/or other Distributions from the profits of the Fund (or a respective Investment Compartment), at the discretion of the Directors in accordance with the Articles,
- (d) be redeemable at the request of its holder from the Fund or the Investment Compartment (as applicable) subject always to the restrictions and procedures contained in the Articles, this Offering Memorandum and the applicable Supplement,
- (e) carry and confer the right to a return on liquidation proceeds from the Fund or from an Investment Compartment (as applicable) subject always to the restrictions and procedures contained in the Articles of the Fund, this Offering Memorandum and the applicable Supplement,
- (f) not carry the right to Carried Interest.

14.2 SUBSCRIPTION TERMS

The Directors may impose such restrictions as they may think necessary for the purpose of ensuring that no Units in the Company are acquired or held directly or beneficially by:

- a. any person in breach of the law or requirements of any country or governmental authority by virtue of which such person is not qualified to hold Units including without limitation any exchange control regulations;
- b. a US Person other than pursuant to an exemption available under the Securities Act;

- c. any person, whose holding would cause or be likely to cause the Company to be required to register as an “investment company” under the United States Investment Company Act of 1940 or to register any class of its securities under the Securities Act or similar statute;
- d. any person or persons in circumstances (whether directly or indirectly affecting such person or persons and whether taken alone or in conjunction with any other person or persons connected or not, or any other circumstances appearing to the Directors to be relevant) which in the opinion of the Directors might result in the Company or the Shareholders as a whole or any Fund or Class incurring any liability to taxation or suffering legal, pecuniary, regulatory or material administrative disadvantage which the Company or the Shareholders as a whole or any Fund or Class might not otherwise have incurred or suffered;
- e. any person who does not supply any information or declarations required by the Directors within seven days of a request to do so; or
- f. any person who holds less than the Minimum Holding;

The Fund Administrator may reject in their discretion any application for Investor Shares by or any transfer of Investor Shares to any persons who are so excluded from purchasing or holding Investor Shares and pursuant to Regulation 56 of the Articles of Association (the “AoA”) at any time repurchase or require the transfer of Investor Shares held by Investors who are so excluded from purchasing or holding Investor Shares.

The Fund Administrator shall be entitled to assume without enquiry that none of the Investor Shares are held in such a way as to entitle the Fund Administrator to give a notice in respect thereof pursuant to Regulation 56 of the AoA provided that the Fund Administrator may upon an application for Investor Shares or at any other time and from time to time require such evidence and/or undertakings to be furnished to them in connection with the matters stated in Regulation 53 of the AoA as they shall in their discretion deem sufficient.

If a person becomes aware that he is holding or owning Investor Shares in contravention of Regulation 53 of the AoA he shall forthwith in writing request the Company to redeem such Investor Shares in accordance with Regulations 66 to 80 of the AoA or transfer such Investor Shares to a person duly qualified to hold the same unless he has already received a notice under Regulation 56.

If it shall come to the notice of the Fund Administrator or if the Fund Administrator shall have reason to believe that any Investor Shares are owned directly or beneficially by any person or persons in breach of any restrictions imposed by the Directors pursuant to Regulation 53 the Fund Administrator shall be entitled to:

- a. give notice (in such form as the Fund Administrator deems appropriate) to such person requiring him to:
 - i. transfer such Investor Shares to a person who is qualified or entitled to own the same without contravening any restriction imposed by the Directors, or
 - ii. request in writing the redemption of such Investor Shares in accordance with Regulations 66 to 80

and/or

- b. appropriate, compulsorily redeem and/or cancel such number of Investor Shares held by such person as is required to discharge and may apply the proceeds of such compulsory redemption in the discharge of any taxation or withholding tax arising as a result of the holding or beneficial ownership of Investor Shares by such person including any interest or penalties payable thereon. The Fund Administrator may also redeem any Investor Shares held by a Unitholder for the

purposes of satisfying any performance fee payable by that Investor to the Fund Manager in respect of a particular Sub-Fund or Class.

If any person upon whom such a notice is served, as aforesaid, does not within 30 days after such notice transfer the Investor Shares the subject matter of the notice or request in writing the Company to redeem the Investor Shares, he shall be deemed forthwith upon the expiration of the said 30 days to have requested the redemption of all his Investor Shares the subject of such notice whereupon if he shall have been issued with a certificate for his Investor Shares he shall be bound to deliver the certificate to the Company forthwith and the Company shall be deemed to be appointed his attorney with authority to appoint any person to sign on his behalf such documents as may be required for the purposes of the redemption. To any such redemption the provisions of Regulations 66 to 80 shall apply subject to Regulation 58 of the AoA save that the deemed request to redeem the Investor Shares may not be withdrawn notwithstanding that the determination of the Net Asset Value of the relevant Fund or Class of Investor Shares may have been suspended under Regulation 93 of the AoA.

Settlement of any redemption or transfer effected pursuant to Regulations 56 or 57 of the AoA, shall be effected by depositing the redemption monies or proceeds of sale in a bank for payment to the person entitled subject to such consents as may be necessary being obtained and, if relevant and at the discretion of the Directors, production of the certificate or certificates representing the Investor Shares previously held by such person with the redemption request on the reverse of each duly signed. Upon deposit of the redemption monies as aforesaid such person shall have no further interest in such Investor Shares or any of them or any claim in respect thereof except the right to claim without recourse to the Company the redemption monies so deposited without interest.

Any person or persons to whom Regulations 53, 54, 56 or 57 shall apply shall indemnify the Company, the Directors, the External Manager, the Fund Administrator, the Depositary and any Shareholder for any loss suffered by any or all of them as a result of such person or persons acquiring or holding Investor Shares in the Company.

14.3 PROCESSING OF PERSONAL INFORMATION

Processing of personal data of the Individual Investors is governed by the General Data Protection Regulation (EU) 2016/679 ("GDPR") of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and by any applicable data protection laws and regulations of the Republic of Cyprus. In submitting a subscription request, the prospective Individual Investor authorises the Fund and the External Manager to store and utilise all of the confidential information that it may acquire on the Individual Investor with a view to managing Unitholder's account or their business relationship. To the extent that this usage so requires, the Individual Investor also authorises the sharing of this information with relevant service providers and professional advisors of the Fund. It is to be noted that some service providers established outside of the European Union may be subject to less stringent rules on the safeguarding of information. If the personal data of the Individual Investor is required to be transferred to third countries (i.e. countries outside the European Economic Area), the Fund will request the explicit consent of the Individual Investor before such transfer takes place. The information may be used for purposes of filing, order processing, responding to Unitholders requests, and providing them with information on the Fund. Neither the Fund nor its Manager or the Administrator will disclose confidential information on Unitholders unless required to do so by specific regulations. Any questions related to the procession of personal data shall be directed to the External Manager's Data Protection Officer at the email dpo@icaifm.com

14.4 RELIANCE ON SUBSCRIBER INFORMATION

Representations and requests for information regarding the satisfaction of investor suitability standards are included in the Subscription Package that each prospective investor must complete. Provided, however, that the Directors are entitled to rely on the truthfulness and accuracy of any representation made by a prospective investor in the Fund, each of whom is presumed to have access superior to that available to the Directors with respect to any relevant information therein requested. If the Directors deem it necessary to obtain additional evidence to substantiate information or representations contained in any Application Package, prospective investor will also be required to provide the same. The standards set forth above are only minimum standards. The Fund may reject a subscription for any reason or no reason, regardless of whether a prospective investor meets the suitability standards. In addition, the Fund may waive minimum suitability standards not imposed by law.

The Fund anticipates imposing comparable suitability standards in connection with any resale of Units that the Fund approves in its sole and absolute discretion.

Units may not be offered, issued, acquired or transferred to any person in circumstances which, in the opinion of the Directors, might result in the Fund incurring any liability to taxation or suffering any other pecuniary disadvantage which the Fund might not otherwise incur or suffer, or would result in the Fund being required to register under any applicable security laws in any jurisdiction.

It is the responsibility of each prospective investor to ensure that the subscription for Units does not violate any applicable laws in the investor's jurisdiction of residence.

Any proposed transferee of Units will be required to provide such representations, warranties and documentation as may be required by the Administrator or the Directors or their agents to ensure that the above requirements are met prior to the issue of and registration or any transfer of Units. Minimum Investment for each Unit or Class in each Investment Compartment.

14.5 MINIMUM SUBSCRIPTIONS

The minimum initial subscription per subscriber of Investor Shares and for subsequent subscriptions the minimum investment will be specified in the Supplements and will be subject to the discretion of the Directors.

14.6 SUBSCRIPTION PROCEDURE

Persons desiring to subscribe for Units in any of the Sub-Fund(s) should take the following steps:

1. Request from the Fund Administrator the Subscription Package.
 - a. Complete the subscription form contained in the Subscription Package;
 - b. Provide all information and supporting documentation required for the purposes of the Fund's client acceptance and identification procedure;
 - c. Send the completed Subscription Form and required client identification and acceptance documents to the Fund Administrator;
 - d. Following approval by the Fund Administrator, remit the amount of subscription funds to the Fund's account as stated on the Subscription Form and in accordance with the instructions that accompany the Subscription Form.

- e. In the case of a Sub-Fund (normally closed-end or where lock-up periods apply) where drawdown notices would be served for capital calls on capital commitments, instruction will be provided with each drawdown notice on the amount to be remitted.
2. The Subscription form, the required client identification and acceptance documents must all be received prior to:
 - a. At least 10 business days prior to the Subscription Date in the case of open-end Sub-Funds;
 - b. At least 10 business days prior to the Initial Closing Date for investors who subscribe prior to the Initial Closing or at least 15 days prior to the Final Closing Date for investors who subscribe after the Initial Closing Date in the case of a closed-end Sub-Fund.

Once an application is approved, Unitholders will be required to sign a Subscription Agreement.

The Directors reserve the right to reject, in whole or in part, any subscription. In the event a subscription is rejected, funds received in respect thereof will be returned promptly to the subscriber, without interest or deduction of any kind. The acceptance of subscriptions is subject to confirmation of the prior receipt of cleared funds credited to the Fund's account stated above and the receipt of completed subscription documents by the Fund Administrator in a form acceptable to the Fund.

14.7 ANTI-MONEY LAUNDERING

Measures aimed towards prevention of money laundering require each applicant for Units to verify his identity up to the ultimate Beneficial Owner to the Fund Administrator. This obligation is strictly required, and the Fund Administrator will notify Applicants of its KYC due diligence client acceptance requirements. The said measures are required by the Prevention and Suppression of Money Laundering and Terrorist Financing Laws of 2007-2021 as amended or replaced, and the Commission's Directive of September 2024 of the same subject matter as amended or replaced.

As a general guideline the following documents are required to be produced:

INDIVIDUALS AND BENEFICIAL OWNERS

| S/N | DOCUMENT NAME | DETAILS |
|------------|---|--------------------------------|
| 1. | CERTIFIED TRUE COPY OF VALID PASSPORT | |
| 2. | CERTIFIED TRUE COPY OF PROOF OF RESIDENTIAL ADDRESS | LESS THAN 6 MONTHS OLD |
| 3. | CERTIFIED TRUE COPY OF EMPLOYMENT INFORMATION | RECENT CERTIFICATE REQUIRED |
| 4. | CERTIFICATE OF GOOD STANDING OR BANK REFERENCE / RECOMMENDATION LETTER | RECENT CERTIFICATE REQUIRED |
| 5 | PERSONAL GENERAL INFORMATION | |

LEGAL ENTITIES

| S/N | DOCUMENT NAME | DETAILS |
|------------|--|--------------------------------|
| 1. | CERTIFIED TRUE COPY OF CERTIFICATE OF INCORPORATION | |
| 2. | CERTIFIED TRUE COPY OF THE MEMORANDUM AND ARTICLES OF ASSOCIATION | |
| 3. | CERTIFIED TRUE COPY OF CERTIFICATE OF DIRECTORS AND SECRETARY | RECENT CERTIFICATE REQUIRED |

| | | |
|-----|---|--------------------------------|
| 4. | CERTIFIED TRUE COPY OF REGISTERED ADDRESS CERTIFICATE | IF APPLICABLE |
| 5. | CERTIFIED TRUE COPY OF VALID PASSPORTS OF DIRECTORS AND SIGNATORIES | |
| 6. | CERTIFIED TRUE COPY OF VALID PASSPORTS OF NOMINEE SHAREHOLDERS (PHYSICAL PERSONS) | |
| 7. | CERTIFIED TRUE COPIES OF COMPANY DOCUMENTS OF NOMINEE SHAREHOLDERS (LEGAL ENTITIES) | FULL SET OF DOCUMENTS REQUIRED |
| 8. | CERTIFICATE OF INCUMBENCY/GOOD STANDING OR BANK REFERENCE / RECOMMENDATION LETTER | RECENT CERTIFICATE REQUIRED |
| 9. | LATEST AUDITED FINANCIAL STATEMENTS | IF APPLICABLE |
| 10. | TRUST DEED / DECLARATION OF TRUST | IF APPLICABLE |
| 11. | SIGNATURE LIST | IF APPLICABLE |
| 12. | LEGAL ENTITY GENERAL INFORMATION | |
| | FULL SET OF ABOVE DOCUMENTS FOR INTERMEDIARIES | |

The details given above are by way of example only and the Fund Administrator will request such information and documentation as it considers is necessary to verify the identity of an applicant. In the event of delay or failure by the applicant to produce any information required for verification purposes, the Fund Administrator may refuse to accept the application and the subscription monies relating thereto or may refuse to process a redemption request until proper information has been provided.

Each applicant for Units acknowledges that the Fund Administrator shall be held harmless against any loss arising as a result of a failure to process his application for Units or redemption request if such information and documentation as has been requested by the Fund Administrator has not been provided by the applicant. As part of its responsibility for the prevention of money laundering, the Company (or any person acting on its behalf, including the Fund Administrator) will require verification of the identity and address of any applicant for Units and of the source of payment.

In the event of delay or failure by the prospective investor to produce any information required for verification purposes, the Company, or any person acting on its behalf, may refuse to accept the subscription or register a transfer. If a subscription is not accepted, any funds received by or on behalf of the Company in connection with that subscription will be returned without interest to the account from which such funds were originally debited. The Company, or any person acting on its behalf, also reserves the right to refuse to make any redemption payment or other distribution to a Unitholder if any of the Directors of the Company, or any person acting on its behalf, suspects or is advised that the payment of any redemption moneys or other distribution to such Unitholder might result in a breach or violation of any applicable anti money laundering or other laws or regulations by any person in any relevant jurisdiction, or such refusal is considered necessary or appropriate to ensure compliance by the Company, its Directors or any person acting on its behalf with any such laws or regulations in any relevant jurisdiction.

If any person resident in the Republic of Cyprus, including the Company's attorneys, or the Company, and, if applicable, any of its Directors or any person acting on its behalf, knows or suspects that a payment to the Company (by way of subscription or otherwise) is the proceeds of criminal conduct, such person is required to report such information under the laws of the Republic of Cyprus.

14.8 SUITABILITY REQUIREMENTS

14.8.1 GENERAL

Admission as a Unitholder in the Fund is not open to the general public. The Fund is not intended as a complete investment program and is designed only for persons who are able to bear the economic risk of the investment and are either “Professional” or “Well-informed” investors within the meaning of the Law.

14.8.2 PROFESSIONAL INVESTORS

A Professional Investor for the purposes of the Law is any investor that is considered, or may be treated on request, as an investor falling under the definition of a 'professional client' as defined in MiFID. A professional client is a client who possesses the experience, knowledge and expertise to make its own investment decisions and properly assess the risks that it incurs. In order to be considered a professional client, the client must comply with the criteria prescribed in Annex II of the Investment Services and Activities and Regulated Markets Law as amended.

14.8.3 WELL-INFORMED INVESTORS

Well-informed Investor is an investor not considered to be a Professional Investor who meets the following criteria:

- a. the investor confirms in writing:
 - (i) that he has sufficient knowledge and experience in financial and business matters to evaluate the merits and risks associated with the prospective investment and that he is aware of the risks associated with the prospective investment, or
 - (ii) that his business activity is related to the management, acquisition or sale of assets, either on the investor’s own account or on behalf of third parties, and are of the same type as the investments of the AIF; and
- b.
 - (i) invests at least EUR 125.000 in the AIF, or
 - (ii) has been assessed by a credit institution, an AIFM, a UCITS Management Company, an IF or an external manager of AIFs authorized in the Republic or another Member State for the management of AIFs whose assets do not exceed the limits provided for in article 4(2) of the Alternative Investment Fund Managers Law or the corresponding article 3(2) of Directive 2011/61/EU, and the above assessment shows that he has the necessary knowledge and experience in financial and business matters, to evaluate the merits and risks associated with the AIF’s prospective investment based on the AIF’s investment policy, or
 - (iii) is employed by one of the persons referred to in subparagraph (ii) of paragraph (b), receiving total remuneration that takes him into the same remuneration bracket as the natural persons who effectively conduct the business of the person referred to in subparagraph (ii) of paragraph (b) or the executive members of their governing body, who effectively conduct the their business;
- c. by way of derogation from paragraphs (a) and (b), the investor is a person who effectively directs the business of the AIF or its external manager or is a person engaged in the AIF’s investment management functions.

Prospective investors should satisfy themselves that an investment in the Fund is suitable for them, should examine this Offering Memorandum, the Fund’s Memorandum and Articles of Association, and should avail themselves of access to such additional information about the offering, the Fund and its Investment

Compartments, the Directors and their businesses as they consider necessary to make an informed investment decision.

Each Unitholder must bear the economic risk of its investment for an indefinite period of time because the Units have not been registered under any securities act/law of any country and, therefore, cannot be sold unless they are subsequently registered or an exemption from such registration is available. It is not contemplated that any such registration will ever be affected, or that certain exemptions provided by rules promulgated under securities act/law of any country will be available.

Each Unitholder will be required to represent that the Units are being acquired for its own account, for investment purposes, and not with a view to resale or distribution. Participation in the Fund and its Investment Compartments is suitable as an investment only for professional and well-informed investors for whom an investment in the Fund and its Investment Compartment does not constitute a complete investment program and who fully understand, are willing to assume, and who have the financial resources necessary to withstand, the risks involved.

In addition to the net worth and income standards described herein, each investor must have funds adequate to meet personal needs and contingencies, must have no need for prompt liquidity from their investment, and must participate in the Fund and its Investment Compartments for investment purposes only, and not with a view to their sale or distribution.

Each investor must also, either alone or together with a purchaser representative, have sufficient knowledge and experience in financial and business matters generally, and in securities investment in particular, to be capable of evaluating the merits and risks of investing in the Fund and its Investment Compartment. Because of the inability to withdraw capital from the Fund and the risks of investment (some of which are discussed in Section 11 and to each supplement), a purchase of Units would not be suitable for an investor who does not meet the suitability standards discussed in this Offering Memorandum.

Notwithstanding the suitability requirements referred to herein, the Directors reserve the right to reject any prospective investor for any reason in its sole and absolute discretion.

Each offeree hereunder should obtain advice from its own legal, accounting, tax, and other advisors in reviewing this Offering Memorandum and before deciding to invest in the Fund and its Investment Compartment.

14.9 CONFIRMATION OF SUBSCRIPTION

An acknowledgement of the subscription will be made by the issue of a confirmation which will be sent to the applicant or to the applicant's authorised agent (if one is appointed), providing details of the subscription. These confirmations are done by the Manager or Administrator of the fund.

15 TRANSFER OF INTEREST

Unitholders may subscribe for and redeem Unit interests and may transfer, assign or otherwise pledge their Units, all or any part to a transferee. The Directors may without limitation withhold such consent in the event that they determine, in their sole discretion, that the full transfer or partial assignment will result in any breach of applicable laws and/or regulations. The transferee will be obligated to pass the same Know Your Client process as any other Unitholder before being accepted by the Fund Administrator.

The instrument of transfer of any Unit shall be executed by or on behalf of the transferor and transferee, and the transferor shall be deemed to remain a holder of the Units until the name of the transferee is entered in the Register of Unitholders in respect thereof.

Subject to such of the restrictions of these Regulations as may be applicable, any Unitholder may transfer all or any of his units by instrument in writing in any usual or common form or any other form which the Directors may approve.

The Directors may decline to register the transfer of a Unit to a person of whom it shall not approve. The Directors may also decline to recognize any instrument of transfer unless:

- a. the instrument of transfer is accompanied by the certificate of the Units to which it relates, and such other evidence as the Fund Administrator may reasonably require to show the right of the transferor to make the transfer, and
- b. the instrument of transfer is in respect of only the class of Units.

If the Directors refuse to register a transfer they shall, within two months after the date on which the transfer was lodged with the Fund, send to the transferee notice of the refusal.

The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine, provided always that such registration shall not be suspended for more than thirty days in the year.

The transferor shall be deemed to remain the holder of the Unit until the name of the transferee is entered in the Register in respect thereof.

The implications for the transferor and transferee of Units in respect of which a performance fee is payable pursuant to these presents shall be determined by the External Manager in its discretion from time to time and disclosed in the Offering Memorandum.

The Directors may at their discretion decline to register any transfer of a Unit if:

- a. in consequence of such transfer the transferor or the transferee would hold a number of Units less than the Minimum Holding or the transferee would hold less than the Minimum Subscription;
- b. all applicable taxes and/or stamp duties have not been paid in respect of the instrument of transfer;
- c. the instrument of transfer is not deposited at the Office or such other place as the Directors may reasonably require, accompanied by the Certificate for the Units to which it relates, such evidence as the Director may reasonably require to show the right of the transferor to make the transfer, such relevant information and declarations as the Director may reasonably require from the

transferee including, without limitation, information and declarations of the type which may be requested from an applicant for Units in the Fund and its Investment Compartments and such fee as may from time to time be specified by the Directors for the registration of any instrument of transfer;

- d. they are aware or reasonably believe the transfer would result in the beneficial ownership of such Units by a person in contravention of any restrictions on ownership imposed by the Directors or might result in legal, regulatory, pecuniary, taxation or material administrative disadvantage to the relevant Investment Compartment or Class or Unitholders as a whole; or
- e. the transferor has not supplied all of the relevant documentation in relation to anti-money laundering checks.

All instruments of transfer which shall be registered shall be retained by the Fund, but any instrument of transfer which the Fund Administrator may decline to register shall (except in the case of fraud) be returned to the person depositing the same.

In the case of the death of a Unitholder, the survivors or survivor where the deceased was a joint holder and the executors or administrators of the deceased where he was a sole or surviving holder, shall be the only person(s) recognized by the Fund as having title to his interest in the Units, but nothing in this Article shall release the estate of the deceased Unitholder whether sole or joint from any liability in respect of any Unit solely or jointly held by him.

Any guardian of an infant Unitholder and any guardian or other legal representative of a Unitholder under legal disability and any person entitled to a Unit in consequence of the death, insolvency or bankruptcy of a Unit shall, upon producing such evidence of his title as the Fund Administrator may require, have the right either to be registered himself as the holder of the Unit or to make such transfer thereof as the Unitholder could have made, but the Fund Administrator shall have the same right to refuse or suspend registration as they would have had in the case of a transfer of the Unit by the Unitholder.

A person so becoming entitled to Units in consequence of the death, insolvency or bankruptcy of a Unitholder shall have the right to receive and may give a discharge for all moneys payable or other advantages due on or in respect of the Units, but shall not be entitled to receive notice of or to attend at meetings of the Fund, nor, save as aforesaid, to any of the rights or privileges of a Unitholder unless and until he shall be registered as a Unitholder in respect of the Units provided always that the Fund Administrator may at any time give notice requiring any such person to elect either to be registered himself or to transfer the Units and if the notice is not complied with within ninety days the Fund Administrator may thereafter withhold all moneys payable or other advantages due in respect of the Units until the requirements of the notice have been complied with.

If the Company is required to deduct, withhold or account for tax including any penalties and interest thereon upon the transfer of Units by a Unitholder it shall do so as legally required under the relevant Laws, Regulations and Directives.

16 REDEMPTION AND COMPULSORY/TOTAL REDEMPTION

16.1 REDEMPTION PROCEDURE

Participating Shares may be redeemed either in whole or in part during the Redemption Period at the Redemption Price, in accordance with the conditions included in Fund's Articles of Association and as specified in this Offering Memorandum and its Supplements. Participating Shareholders may also request redemption of their Participating Shares in the event the memorandum and Articles of Association are amended.

Participating Shareholders desiring to redeem their Participating Shares in any of the Sub-Fund(s) during the Redemption Period must send a redemption request during the Redemption Notice Period (as specified in the relevant Supplement) to the Fund Administrator through a durable medium. The redemption request shall include:

- a. The Participating Shareholder's personal details,
- b. The number of Participating Shares he wishes to redeem,
- c. The account to which the proceeds from the redemption should be transferred. It is the responsibility of the Participating Shareholder to provide accurate bank account details for the purposes of such transfers.

Following the completion of the redemption, the Fund Administrator will confirm redemption to the redeeming investor via email (or any such other method as requested by the investor) and the relevant confirmation shall include at least the following details:

- a. The names of the redeeming investor, the External Manager and the Fund,
- b. The value of the redemption and the number of Participating Shares redeemed,
- c. The date of execution.

The payment of the redemption proceeds will be dispatched by SWIFT/SEPA transfer no later than ten (10) Business Days after the approval of the redemption request. The costs of any administrative expenses which arise because of the transfer of redemption monies to the Participating Shareholder's or Participating Shareholder's designated account (including without limitation any charges imposed by the Participating Shareholder's own bank) will be borne by the Participating Shareholder. Payment of redemption monies will only be made to the registered Participating Shareholder of the relevant Participating Shares and no such payments will be made to any third party.

On payment of the redemption proceeds, the name of the redeeming investor will be removed from the Register.

The Fund's External Manager may satisfy any application for redemption of Participating Shares in whole or in part by way of transfer to those Participating Shareholders of assets attributable to the relevant Sub-Fund in kind, provided that such redemption will not materially prejudice the interests of the remaining Participating Shareholders of the same Sub-Fund. Any Duties and Charges or commissions associated with a redemption in kind will be borne by the Participating Shareholder making the request.

16.2 LIMITATION ON REDEMPTIONS

The External Manager shall, through its liquidity management processes and procedures, ensure that the Sub-Fund(s) have at all times enough liquidity to satisfy any redemption requests. Nevertheless, the Directors, with the prior consent of the External Manager, retain the power to extend the applicable

Redemption Period, if this is deemed to be in the interest of the relevant Sub-Fund, in order to ensure the fair treatment between redeeming and remaining Investors.

16.3 COMPULSORY REDEMPTIONS

The Directors have the right, by not less than four nor more than twelve weeks' notice to Participating Shareholders, to compulsorily redeem on a Redemption Period or any such other day determined by the Directors (such other day being also a Valuation Day) in whole or in part any Participating Shares of any Sub-Fund held by one or more Participating Shareholder under the following circumstances:

- a. The Participating Shares are held by or for the benefit (directly or indirectly) of any Prohibited Person,
- b. A Participating Shareholder has become a Prohibited Person, or has ceased to be an Eligible Person,
- c. Such Participating Shares have been acquired (or since their acquisition are now held) in breach of any laws of any country or the decision, order or determination of any governmental agency,
- d. Such redemption would in any way best serve the interests of the Fund or of the Participating Shareholders as a whole,
- e. Such redemption would eliminate or reduce the exposure of the Fund or its Participating Shareholders to adverse tax or regulatory consequences under the laws of any country,
- f. Any of the representations given by the Participating Shareholders in its subscription documents were not true or have ceased to be true,
- g. Upon liquidation of all underlying assets of the relevant Sub-Fund, or
- h. Upon liquidation of the Fund.

The notice shall indicate the reasons for such compulsory redemption.

17 DISTRIBUTION POLICY

The Fund provides for the Directors to distribute in respect of each accounting period a percentage of surplus net income represented by the dividends, interest, and realized capital gains received for the Fund to the holders of Units of the relevant Investment Compartment, after charging expenses and various other items, as set out under “Fees and Expenses”, as are attributable to the income of that Investment Compartment (provided that in the case of the Investment Compartment, some or all of the fees and expenses may be deducted from capital rather than income). In addition, the Directors may distribute to the holders of Units of the relevant Investment Compartment such part of any capital gains less realized and unrealized capital losses attributable to the relevant Investment Compartment as, in their opinion, is appropriate to maintain a satisfactory level of distribution. The Directors may, at their discretion, declare additional dividend payments dates in respect of any distributing Investment Compartment. The dividend policy and information on the declaration and payment of dividends for each Fund if applicable will be specified in the relevant Investment Compartment Supplement.”

17.1 FINAL DISTRIBUTION

At dissolution of the Fund or any of its Investment Compartments, the assets shall be liquidated in an orderly manner. The Directors or a liquidator appointed by the Directors shall wind up the affairs of the Fund and of its Investment Compartments.

The Directors acting as liquidator (or a liquidator appointed by the Directors) shall pay or provide for the satisfaction of the Investment Compartment’s liabilities and obligations to creditors. In performing its duties, the Directors are authorized to sell, exchange or otherwise dispose of the assets of the Investment Compartment in such reasonable manner, as it shall determine to be in the best interest of the Unitholders.

Final Distributions will be made in cash (or in-kind if indicated as such in the relevant Supplement of an investment compartment) to all Unitholders in proportion to the positive balances in their respective Accounts.

The expenses incurred by the Directors acting as liquidator or a liquidator appointed by the Directors in connection with winding up the Fund and any of its Investment Compartments, all other losses or liabilities of the Fund and of its Investment Compartments incurred in accordance with the terms of this Offering Memorandum and its Supplements, and reasonable compensation for the services of the liquidator, if any, shall be borne by the relevant Investment Compartment. If the Directors serve as the liquidator, it shall not be entitled to additional compensation for providing services in such capacity as long as it remains entitled to payment of the Management Fee.

18 GENERAL FUND TERMS

18.1 LEVERAGE & SHORT-TERM BORROWING

Types and sources of leverage and circumstances in which leverage may be used

Some of the Fund's Investment Compartments may incur leverage (whether through borrowing of cash or securities or embedded in derivative positions) as part of its investment strategy to maximize performance. Investment Compartments that invest in Venture Capital investments are prohibited from incurring any leverage other than short term borrowing to cover for potential delays in the drawdown of capital commitments.

The Fund will not borrow money other than on a short-term basis pending receipt of latest subscription commitments, to cover operating expenses in the interim or for investment requirements. The borrowed amount should not exceed the amount of the latest aggregate subscription commitments not received up to the date that such borrowing is arranged. Upon receipt of the subscription money any such short-term borrowings plus any interest accrued thereon will be settled in full.

18.2 COLLATERALIZATION OF UNITS

The Units of the Fund and its Investment Compartments may be used as collateral to secure a claim. The collateral shall be valid and shall take effect against the external manager of the Fund, from the date it is disclosed to the external manager in writing and, in case the Units are admitted to trading in a stock market, on the condition that the necessary procedures regarding the registration of the collateral in the records kept in the context of the operation of the relevant market have been made. The Fund Administrator shall record the collateral in the Unitholders' Register.

The satisfaction of the lender is affected by the redemption of the pledged Units and the payment of the redemption proceeds to the lender, until the redemption of all the pledged Units.

Where the pledged Units of the Investment Compartment, are not redeemed in total, the lender shall maintain its right on the collateral as to the remaining pledged Units, without having to conclude and disclose a new collateral agreement.

The Fund Administrator of the fund shall record in the Unitholders'/Unitholders' Register the elimination of the pledged Units.

18.3 CO-INVESTMENT POLICY

The Directors may, in appropriate circumstances, offer to the Unitholders and additional third parties, opportunities to co-invest with the Fund and its Investment Compartments, on substantially similar terms and conditions as the Fund's investment and those of its Investment Compartments (each such structure, a "Co-Investment"), as described herein.

The Investment Compartment will first offer any Unitholder the opportunity to co-invest with all other Unitholders pro-rata, according to their respective capital investments. Thereafter, any remaining Co-Investment opportunity shall be offered to all other Unitholders pro rata in accordance with their respective capital investments. Thereafter, any remaining Co-Investment opportunity may be offered by the Investment Compartment to third parties. Each participant in a Co-Investment opportunity shall be liable for its share of the legal expenses incurred in connection with each such Co-Investment. Always

provided that the aggregate amount offered for such Co-Investment does not exceed an amount invested by the Fund and any of its Investment Compartments in each investment. That amount may be defined in each Supplement of each Investment Compartment or as the Directors may decide.

18.4 REPORTING

The Administrator will deliver to each Unitholder annual reports with audited financial statements under IFRS; and semi-annual reports with unaudited financial statements incorporating the Valuer's fair value.

The annual and half-yearly report of the RAIF shall be communicated to CySEC and made available to the investors at the points of distribution of its Units within the following deadlines:

- a. six months from the end of the fiscal year, in the case of the annual report; and
- b. two months from the end of the six-month period, in the case of the half- yearly report.

Pursuant to the provisions of Sections 30(4) and 30(5) of the AIFM Law, the below must be periodically disclosed to investors:

- a. the percentage of the Fund's assets which are subject to special arrangements arising from their illiquid nature;
- b. any new arrangements for managing the liquidity of the Fund;
- c. the current risk profile of the Fund and the risk management systems employed by the External Manager to manage those risks;
- d. assuming that the RAIF uses leverage, any changes to the maximum level of leverage which the External Manager may employ on behalf of the relevant Investment Compartment (if applicable) as well as any right of the reuse of collateral or any guarantee granted under the leveraging arrangement of the relevant Investment Compartment, and
- e. the total amount of leverage employed by the Fund's relevant Investment Compartments.

Points (d) and (e) above are not applicable to Investment Compartment that invest in Venture Capital investments.

The method of communicating such disclosures will be by electronic means including email (as specified by the Unitholder) and/or by durable means such as direct mail or fax. Should the Fund directors decide in the future, the NAV might also be communicated to the Unitholders via personalized access to a dedicated portal.

18.5 FISCAL YEAR

The fiscal year of the Fund will end on 31 December each year. The first fiscal year will end on 31 December 2019 and the first annual audit will be performed with respect to the period from the date of the Fund's establishment through 31 December 2019.

18.6 NET ASSET VALUE

The Administrator will calculate the Net Asset Value of each of the Investment Compartments, the Net Asset Value per Unit and prepare unaudited accounts of the Fund. The Administrator will then submit the Fund's unaudited accounts and Net Asset Value calculations to the Fund's Auditors, who shall prepare audited financial statements and provide their opinion on the Net Asset Value calculated by the Administrator.

The Administrator will also calculate unaudited Net Asset Value in concert with the External Manager, which will be included in the semi-annual reports.

The Fund NAV and that of its Investment Compartments may be communicated by electronic means including email (as specified by the Unitholder) and/or by durable means such as direct mail or fax. Should the Fund directors decide in the future, the NAV might also be communicated to the Unitholders via personalized access to a dedicated portal.

The Administrator will calculate the Net Asset Value per Share, separately for each Sub-Fund as at:

- a. the date of expiry of the Term, as established for achievement of the minimum volume of assets of the Fund;
- b. each Valuation Day;
- c. the day starting from which restrictions may be applied to the Fund by the regulator;
- d. each day the funds receive contributions, either in kind or in cash from a Shareholder;
- e. the day preceding the day of making the decision on liquidation of the Fund;

For items a and c, if the day of calculation of the Net Asset Value is a non-business day, the calculation shall be performed as of the first business day following the non-business day.

18.7 INVESTMENT IN PORTFOLIO COMPANIES OR OTHER ENTITIES (GENERALLY CONSIDERED AFFILIATES)

The Fund and any of its Investment Compartments may provide financing to Portfolio Companies or other entities in which the External Manager, the Directors or their affiliates, shareholders, directors, officers, employees or other advisors, consultants and experts (including other investment funds that have been or may be established by the External Manager) have invested directly or indirectly in, or have another direct or indirect vested interest in. Notwithstanding the foregoing, in the event that the Fund elects to pursue an investment in a Portfolio Company in which the External Manager, the Directors or their affiliates (including other investment funds that have been or may be established by the External Managers or their respective affiliates) have invested directly or indirectly in, or have another direct or indirect vested interest in, such investment will be subject to the approval of the Fund's Board of Directors by majority. In the event that the Fund's Directors elect not to pursue a specific investment opportunity in a particular Portfolio Company, then the External Manager shall be prohibited from providing such company with funding similar in nature and terms to the financing proposed to be provided by the Fund. Nothing herein shall limit the authority of the External Manager to determine that a particular investment does not fall within the Investment objectives and Strategy of the Fund.

18.8 INVESTING IN OTHER COMPARTMENTS OF THE SAME RAIF

An investment compartment of a RAIF ("the Investor Compartment") may invest in another investment compartment or compartments of the same RAIF ("the Target Compartment"), according to the provisions of Section 9 (5) of the AIF Law of 2018, and provided that the following conditions are complied with:

- 1) the Investor Compartment invests in total up to 35% of its assets in a Target Compartment;
- 2) the Target Compartment shall not invest in the Investor Compartment;
- 3) the voting rights, if any, attached to the units corresponding to the investment made by the Investor Compartment in the Target Compartment, are suspended for as long as they are held by the Investor Compartment;
- 4) the value of the units that correspond to the investments of paragraph (a), is not included twice in the calculation of the net asset value of the RAIF which operates in the form of a common fund,

or of the capital of the RAIF which operates in the form of an investment company or limited partnership;

- 5) any remuneration or management fees, marketing, redemption or repurchase fees, as well as any expenses regarding the marketing, redemption or repurchase of units related to the investment of the Investor Compartment in the Target Compartment shall not be charged;

18.9 CONFLICTS OF INTEREST

The Directors, the External Manager of the Fund and any of its delegates, the Depositary of the Fund and the Administrator may from time to time act as External Manager of the Fund, Depositary of the Fund, Registrar, Broker, Administrator, or Dealer in relation to, or be otherwise involved in, other funds established by parties other than the Company which have similar objectives to those of the Company. It is, therefore, possible that any of them may, in the course of business, have potential conflicts of interest with the Company. Each will, at all times, have regard in such event to its obligations to the Company and will endeavour to ensure that such conflicts are resolved fairly.

In addition, any of the foregoing may deal, as principal or agent, with the Company, provided that such dealings are carried out as if effected on normal commercial terms negotiated on an arm's length basis. The External Manager of the Fund, or any of its affiliates or any person connected with it, may invest in, directly or indirectly, or manage or advise other investment funds or accounts, which invest in assets which may also be purchased or sold by the Company. Neither the External Manager of the Fund, nor any of its affiliates, nor any person connected with it, is under any obligation to offer investment opportunities of which any of them becomes aware to the Company or to account to the Company in respect of (or share with the Company or inform the Company of) any such transaction or any benefit received by any of them from any such transaction, but will allocate such opportunities on an equitable basis between the Company and other clients. In determining the Net Asset Value, the Directors may rely on valuations provided or attributed to any asset or liability by the External Manager of the Fund. As the External Manager of the Fund and the Performance Fee are determined by reference to the Net Asset Value, the External Manager of the Fund may have a conflict of interest in providing valuations. To mitigate such risk, the External Manager will rely on the valuation from an independent Appraiser.

Such conflicts of interest may not be a complete list of all the potential conflicts of interest associated with an Investment in the Company, or the underlying investments of the Company. Therefore, prospective investors should read this Offering Memorandum in its entirety.

The Board will endeavour to ensure that should a conflict of interest arise it will be resolved timely and fairly.

The Fund shall not purchase from or sell to any member of any current or future Committee or officer of the Directors, the External Manager and their affiliates/delegates, any Investment other than for Fair Value as determined by an independent Appraiser. An Investment Advisor member shall be excluded from any decision regarding any transaction between the Fund and that member.

By acquiring an interest in the Fund and its Investment Compartments, each Unitholder will be deemed to have acknowledged the existence of such potential conflicts of interests and to have waived any claim with respect to any liability arising from the existence of any such conflict should this conflict be disclosed to the investors prior to the investment being concluded.

18.10 INDEMNIFICATION

To the extent permitted by law, neither the Fund, the Directors, any Committee member, nor their respective shareholders, principals, directors, officers, employees, agents, representatives, consultants, delegates and affiliates (each, an "Indemnified Person"), will be liable to the Fund or any Unitholder for any act or failure to act, unless such act or failure to act was not in good faith and/or results from wilful misfeasance, gross negligence or an act of fraud on the part of the Indemnified Person or by reason of such Indemnified Person's reckless disregard of its obligations and duties.

To the extent permitted by law, the Fund, out of its own assets, shall indemnify and hold harmless each Indemnified Person from and against any and all claims or liabilities of any nature whatsoever, including attorneys' fees, arising out of, or in connection with, any action or failure to act by any Indemnified Person, unless such act or failure to act was not in good faith and/or results from wilful misfeasance, gross negligence or an act of fraud on the part of the Indemnified Person or by reason of such Indemnified Person's reckless disregard of its obligations and duties. The amount of any indemnification award will be limited to the extent of the Fund's assets and any previous distribution of proceeds.

18.11 FAIR TREATMENT

The External Manager ensures that the Fund details are made available for review by each Unitholder, such that each Unitholder is informed about its rights and obligations under the agreement. The External Manager seeks to ensure fair treatment of all Unitholders in the Fund by complying with the terms of the Fund and applicable law. The Fund does not envisage allowing the right of preferential treatment to any investor including any person with legal or economic links with the RAIF or the External Manager.

18.12 INFORMATION TO UNITHOLDERS

Under the AIFMD, the External Manager must periodically disclose to Unitholders certain information in relation to the Fund and its Investment Compartments. This includes providing disclosure on the Fund's risk profile and of its Investment Compartments. Unitholders will also be provided with information regarding changes to: (i) the maximum level of leverage which the Fund and its Investment Compartments may employ; or (ii) the rights for re-use of collateral under the Fund's leveraging arrangements; or (iii) any guarantee granted under the Fund's leveraging arrangements and those of its Investment Compartments. This information will be made available to Unitholders, without undue delay following the occurrence of that change. Where required, such change will be preceded by notification to Unitholders.

The following information will be made available to Unitholders, as a minimum, as part of the Fund's annual report:

- a. the percentage of the Fund's assets which are subject to special arrangements arising from their illiquid nature;
- b. the current risk profile of the Fund and the risk management systems employed by the External Manager to manage those risks; and
- c. the total amount of leverage employed by the Fund.

Should the Fund activate liquidity management arrangements or if the External Manager decides to suspend redemptions the Unitholders for a specific Investment Compartment will be immediately notified.

18.13 AMENDMENTS TO THE INSTRUMENTS OF INCORPORATION

Any amendments to the Fund's Memorandum and Articles of Association will only be valid if approved by the Commission. The valid amendments of Fund's Memorandum and Articles of Association shall be communicated to the Unitholders and Unitholders of the Fund for whom they will be binding.

Unitholders have the right to ask for the redemption or repurchase of their Units/Unit in accordance with the provisions of the Fund's Articles of Association, as these applied prior to their amendment, within three months from the notification of the amendment to them.

18.14 LAW AND JURISDICTION

The Fund shall be governed by the Laws of Cyprus and any dispute arising under or in connection with this Offering Memorandum shall be subject to the exclusive jurisdiction of the Cyprus Courts.

The recognition and enforcement of any judgments against the AIFM or the depositary delivered by a Cyprus court does not require further legal instruments, since the respective registered office of the AIFM and the depositary is located in Cyprus. Should a non-Cyprus court deliver a judgment against the AIFM or the depositary on the basis of local applicable law, the Regulation (EU) No 1215/2012 of 2 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, the Lugano Convention of 30 October 2007 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters or Cyprus private international law, as the case may be, is applicable.

Unless otherwise indicated in the Supplement of this Offering Memorandum relating to an Investment Compartment, the parties can also enter dispute resolution Arbitration proceedings as applicable in Cyprus or any other European Union jurisdiction stated in the relevant Supplement.

19 TAXATION

19.1 TAX CONSIDERATIONS

Prospective Investors should consult their own advisers as to the particular tax consequences of their investment in the Fund and its Investment Compartments.

The tax status of the Fund and its Participating Shareholders under the laws of Cyprus is summarized below. The summary is based on the assumption that the Fund is managed and operated as contemplated by its Articles of Association and this Offering Memorandum. The summary is considered in the opinion of the Fund to be a correct interpretation of the laws applicable to the Fund at the date of this Offering Memorandum, but no representation is made or intended by the Fund that changes in such laws, or their application or interpretation will not be made in the future.

Prospective investors interested in subscribing for Participating Shares should consult their own tax advisers with respect to the tax consequences, including income tax consequences, if any, to them of the subscription, holding, redemption, sale or transfer of Participating Shares. Neither the Fund, the Directors, the External Manager (or the Administrator if different) accept any responsibility for any taxation consequences of any investment into the Fund by a prospective investor.

The Fund is resident of Cyprus for taxation purposes and is taxed accordingly. The taxation of capital gains of the holder of Participating Shares is subject to the laws and practices of Cyprus as well as the laws and practices applicable in the jurisdiction where the Investor is subject to tax.

The general observations on taxation set-out below are based on the tax law and practice in Cyprus at the date of this Offering Memorandum.

Corporation Tax

Corporation tax for Cyprus resident companies is currently imposed at the rate of 12.5% (twelve and a half percent) for each year of assessment upon the taxable income derived from sources both within and outside Cyprus. In arriving at the taxable income, deductions on such income and exemptions must be taken into account. All relevant expenses for the production of that income are deductible expenses whereas dividends, capital gains or profit from the sale of securities (including shares and units) constitute tax-exempt income. Expenses that directly or indirectly relate to tax exempt income are not tax deductible.

Any trading losses that may arise in a Cyprus company can be set off against future profits for a period of five years.

Capital Gains

Capital gains are not subject to tax under Cyprus income tax laws with the exception of gains from the disposal of immovable property situated in Cyprus or gains from the disposal of shares in companies that hold such immovable property in Cyprus, in which case a capital gains tax at the rate of 20% is imposed.

Realized gains on the disposal of securities (as defined hereinafter) are also tax exempt. The term

“securities” includes shares, bonds, debentures, founders’ shares, and other securities of companies or other legal persons, incorporated in Cyprus or abroad and options thereon. A circular has been issued by the Tax Authorities in 2008 further clarifying that the term “securities” also includes options, short positions, futures and forwards, swaps, depositary receipts (ADRs, GDRs), rights of claim on bonds and debentures (rights on interest of these instruments are not included), index participations only if they result on securities, repurchase agreements or repos on securities and units in open-ended or closed-ended collective investment schemes, among others.

Dividend Income

Dividends received by a company resident in Cyprus from another company resident in Cyprus or abroad are exempt from income tax. Dividends are also exempt from the levy of special defence contribution if the dividend paying company derives 50% (fifty percent) or more of its income directly or indirectly from activities which lead to active business trading income (“active versus passive test”) or the foreign tax burden on the profits to be distributed as a dividend is not substantially lower than the Cyprus corporate income tax rate (i.e. a rate of at least 6.25% (six point twenty five percent)) on the level of the dividend paying company (“effective tax test”).

If both of the above conditions are not satisfied, dividends will be subject to special defence contribution in Cyprus at a rate of 17% (seventeen percent).

Interest Income

Interest income accruing or arising will be considered to be closely connected to the ordinary activities of the Fund. Under the legislation, interest income derived by a collective investment scheme is considered to be “active” interest income. Active interest income will be taxed as trading income under the corporation tax at 12.5% (twelve and a half percent) with any expenses incurred in its production allowed as a tax deduction.

Deemed Dividend Distribution Rules

The profits attributable to investors (Persons or Legal Persons) who are Cyprus tax residents may be subject to the deemed dividend distribution rules. These rules provide that if a company, does not distribute at least 70% (seventy percent) of its accounting profits after tax, as defined by the relevant law, within two years after the end of the tax year to which the profits relate, it will be “deemed” to have distributed as a dividend 70% (seventy percent) of such profits. Special defence contribution at the rate of 3% (three percent) will be imposed at the end of the two years on the amount deemed to be distributed to tax residents in Cyprus.

The deemed dividend distribution provisions do not apply to profits attributable to non-Cyprus tax resident Investors.

Redemption of Investor Shares

A redemption of units or shares in a fund does not constitute dividend distribution or deemed dividend

distribution in the context of special defence contribution. Accordingly, a redemption of Participating Shares in the Fund will not trigger any special defence contribution liability in the hands of the Participating Shareholder.

Liquidation

If the Fund is liquidated, the proceeds will be subject to special defence contribution at the rate of 3% (three percent) for the proportion attributable to Cyprus tax resident Investors. The proportion attributable to non-Cyprus tax resident Participating Shareholders will be exempt from any tax or special defence Contribution in Cyprus.

19.2 FATCA

Foreign Account Tax Compliance Act's (FATCA) intention is to require financial institutions to report details of US investors holding assets outside the US to the Internal Revenue Services (IRS) as a measure to safeguard against US tax evasion. To discourage non-US financial institutions from staying outside this regime, all US securities held by a financial institution that does not enter and comply with the regime will be subject to a US tax withholding of 30% on gross sales proceeds as well as income.

A Fund is included in the definition of financial institutions. In order to comply, a Fund may require all investors to provide mandatory documentary evidence of their tax residence.

19.3 COMMON REPORTING STANDARDS (CRS)

On 10 November 2015 the Council of the European Union adopted a Council Directive repealing the Savings Directive from 1 January 2017 in the case of Austria and from 1 January 2016 in the case of all other Member States (subject to on-going requirements to fulfil administrative obligations such as reporting and exchange of information relating to and account for withholding taxes on payments made before those dates). This is to prevent overlap between the Savings Directive and the new automatic exchange of information regime to be implemented under Council Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as amended by Council Directive 2014/107/EU).

On 14 July 2014, the OECD issued the Standard for Automatic Exchange of Financial Account Information ("the Standard") which therein contains the CRS. The subsequent introduction of the Multilateral Competent Authority Agreement on Automatic Exchange of Financial Account Information and the EU Council Directive 2014/107/EU (amending Council Directive 2011/16/EU) provides the international framework for the implementation of the CRS by Participating Jurisdictions. In this regard, the CRS was implemented in the Republic of Cyprus signed on 29 October 2014, following a Council of Ministers decision dated October 22, 2014, the Multilateral Competent Authority Agreement for the automatic exchange of financial information of financial accounts. The Minister of Finance, exercising the powers conferred upon him under section 6(16) of the Assessment and Collection of Taxes Laws of 1978 until 2015 (Cap. 2), issued the "Assessment and Collection of Taxes (Exchange of Information) in the frame of the Multilateral Competent Authority Agreement on the Automatic Exchange of Financial Account Information Decree of 2016".

The main objective of the CRS is to provide for the annual automatic exchange of certain financial account information between relevant tax authorities of Participating Jurisdictions. The CRS draws extensively on

the intergovernmental approach used for the purposes of implementing FATCA and, as such, there are significant similarities between both reporting mechanisms. However, whereas FATCA essentially only requires reporting of specific information in relation to Specified US Persons to the IRS, the CRS has a significantly wider ambit due to the multiple jurisdictions participating in the regime.

Broadly speaking, the CRS will require Cyprus Financial Institutions to identify Account Holders resident in other Participating Jurisdictions and to report specific information in relation to these Account Holders to the Cyprus Commissioner of Taxation on an annual basis (which, in turn, will provide this information to the relevant tax authorities where the Account Holder is resident). In this regard, please note that the Fund will be considered a Cyprus Financial Institution for the purposes of the CRS.

19.4 INVESTOR INFORMATION

The Fund intends to take such steps as may be required to satisfy any obligations imposed by CRS and FATCA, or any provisions imposed under Cyprus law arising from CRS or any international law implementing the CRS to ensure compliance or deemed compliance (as the case may be) with it.

In certain circumstances the Fund may be legally obliged to share this information and other financial information with respect to a Unitholder's interests in the Fund with the Cyprus Commissioner of Taxation. In turn, and to the extent the account has been identified as a Reportable Account, the Cyprus Commissioner of Taxation will exchange this information with the country of residence of the Reportable Person(s) in respect of that Reportable Account.

The following information will be reported by the Fund to the Cyprus Commissioner of Taxation in respect of each Reportable Account maintained by the Fund:

The name, address, jurisdiction of residence, tax identification number and date and place of birth (in the case of an individual) of each Reportable Person that is an Account Holder of the account and, in the case of any Entity that is an Account Holder and that, after application of the due diligence procedures consistent with CRS is identified as having one or more Controlling Persons that is a Reportable Person, the name, address, jurisdiction of residence and tax identification number of the Entity and the name, address, jurisdiction of residence, TIN and date and place of birth of each such Reportable Person.

The account number (or functional equivalent in the absence of an account number).

The account balance or value as of the end of the relevant calendar year or other appropriate reporting period or, if the account was closed during such year or period, the date of closure of the account.

The total gross amount paid or credited to the Account Holder with respect to the account during the calendar year or other appropriate reporting period with respect to which the Reporting Financial Institution is the obligor or debtor, including the aggregate amount of any redemption payments made to the Account Holder during the calendar year or other appropriate reporting period.

The currency in which each amount is denominated.

Please note that in certain limited circumstances it may not be necessary to report the tax identification number and date of birth of a Reportable Person. The Company can send this data to the Cyprus Commissioner of Taxation who will determine whether the country of origin is a Participating jurisdiction for CRS purposes and, if so, exchange data with them. The Cyprus Commissioner of Taxation will delete any data for non-Participating Jurisdictions.

Unitholders can obtain more information on the Fund's tax reporting obligations on the website of the Cyprus Commissioner of Taxation at:

- http://www.mof.gov.cy/mof/tax/taxdep.nsf/page70_en/page70_en?opendocument for CRS
- http://www.mof.gov.cy/mof/tax/taxdep.nsf/page13_en/page13_en?opendocument for FATCA

20 SUPPLEMENT 1 - FALCON FUND

To the Offering Memorandum of C3ALLURO RAIF V.C.I.C. LTD

This Supplement contains information relating to **FALCON FUND** ("Investment Compartment" or "Sub-Fund"), a Sub-Fund of the C3ALLURO RAIF V.C.I.C. LTD (the "Fund"). This supplement is being furnished to "Well-informed" and "Professional" investors.

This Supplement forms part of and should be read in the context of and in conjunction with the Fund's Offering Memorandum (the "Offering Memorandum").

This Supplement forms part of and should be read in the context of and in conjunction with the Fund's Offering Memorandum (the "Offering Memorandum").

The Directors of the Company whose names appear in the Offering Memorandum under the heading "The Board of Directors" accept responsibility for the information contained in this Supplement and the Offering Memorandum. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this Supplement and in the Offering Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly. The Directors do not expect that an active secondary market will develop in relation to the acquisition or disposal of any of the Fund's Units. No application has been made to list the Units on any exchange.

20.1 DEFINITIONS

| | | |
|-------------------------------|---|---|
| "Base Currency" | : | means EURO (EUR). |
| "Business Day" | : | Means a day, other than a Saturday or Sunday, which is a bank business day in Cyprus and/or in such other jurisdiction as the Directors may determine. |
| "Hurdle Rate" | : | The rate against which the performance of the Sub-Fund is measured for the purpose of calculating the Performance Fee. The interest rate referred to, is 6% return and is solely used for the calculation of the Performance Fee. |
| "Leverage" | : | Means the use of debt for the purposes described in this Offering Memorandum. The Sub-Funds leverage is determined by the Sub-Fund's External Manager and shall not exceed 50% of the Sub-Funds Asset Under Management. |
| "Term" | : | Means the duration of the Fund, which is indefinite. |
| "Minimum Subscription" | : | Means the minimum amount the Unitholder must subscribe for initially, which is EUR 125,000 or its equivalent in any other currency accepted by the Investment Compartment or any other minimum amount at the discretion of the Directors. |

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| “Minimum subsequent Subscription” | : | Means the minimum amount for subsequent subscriptions, which is EUR 50,000 or its equivalent in any other currency accepted by the Investment Compartment or any other minimum amount at the discretion of the Directors. |
| “Lock Up Period” | : | The Lock Up is defined by the Fund’s Director. Currently the Lock up period is 24 months period subject to No Redemptions is imposed on every unit holder upon their subscription to the Sub-Fund. Lock Up period starts counting from the Subscription Date of each specific unit holder. The lock-up may change by simple majority of votes cast at a general meeting or with the prior written approval of Unitholders of the relevant Investment Compartment (in accordance with the Articles of Association), approved such change(s). |
| “Redemption Date” and “Subscription Date” | : | Means first Business Day of each month but at all times the business day following the Valuation Day, on which investors Units may be subscribed or redeemed. In the case that the Subscription/Redemption Day is a Business Day where the Manager may have difficulties in obtaining reliable prices such as any period when any of the principal markets or stock exchanges on which a substantial portion of the investments of a Sub-Fund are quoted is closed and a day falling within a period of suspension, the Subscription/Redemption Day will be the next Business Day. Any alterations to the Redemption Days and Subscription Days will be notified to Investors in advance. |
| “Subscription Price” | : | Means the initial Unit price set by the Fund’s Directors which is EUR 10,00. |
| “Units” | : | Means the units of the Sub-Fund referred to in this Supplement 2. |
| “Unitholder” | : | in relation to the RAIF and the Compartment of the RAIF, means the holder of a unit. |
| “Valuation Date” or “Valuation Day” | : | Means each Business Day prior to the Subscription and Redemption Day. |

20.2 INVESTMENT OBJECTIVE

The investment objective of the Sub-Fund is to principally to achieve an appropriate return in the Base currency by investing in the Real Estate market and/or Private Equity projects. Due account shall be taken of the principle of risk diversification, security of the capital invested and liquidity of the sub-funds’ assets. The Sub-Fund intends to invest in assets with medium to long-term value appreciation by investing primarily in real estate and to a lesser extent, in private equity. More specifically, it will be investing in real estate funds, real estate projects, other projects or companies related to the real estate sector, and in private equity projects.

20.3 INVESTMENT POLICY

The Sub-Fund's assets shall be invested mainly in quality real estate with a promising appreciation of value and/or with stable income flow and in other investments such as Private Equity. Quality real estate is deemed primarily to comprise commercial and residential properties located in centers of economic activity, including commercial, residential, industrial, other properties and classes of real estate and to a lesser extent, in private equity projects. Although the Sub-Fund will have a global geographic market focus, the target markets will be countries within Europe.

The investments into real estate and private equity are made either directly or indirectly through holding shares in investment vehicles (e.g. special purpose vehicles, holding companies, other collective investments) that invest in real estate companies and companies related to the real estate sector (for example, construction companies, hotels, property service providers and real estate fund managers as noted above) and to a lesser extent, in private equity.

20.4 INVESTMENT TARGETS

The policies aimed at achieving the Sub-fund's objectives are set in the following framework:

1. All investments are in assets located globally but with the greatest focus being in projects within Europe:
 - a) To residential complexes;
 - b) To central areas of the target markets;
 - c) To areas of the target markets with significant economic growth;
 - d) To residential and commercial properties;
 - e) On single or multi-story commercial properties;
 - f) Any type of hotels, such as hotel apartments, boutique hotels, business hotels, airport hotels, suites, residential, resort, timeshare, casino, convention, conference hotels, etc.; and
 - g) Private Equity projects at any stage of their life.

2. The Sub-Fund will focus its activities primarily on:
 - a) The erection, acquisition or lease of residential or commercial property for the purpose of leasing, renting or selling it;
 - b) The acquisition, lease or sub-lease of movable and immovable property that may enhance in any way the value of any other property of the Sub-Fund;
 - c) The erection, improvement and management of any shops, offices, hotels, flats and any other buildings which the Sub-Fund may consider desirable for the purposes of its business;
 - d) The acquisition, lease, sub-lease or management of companies that may enhance in any way the value of any other private equity of the Sub-Fund;

3. Emphasis will also be placed in property / property related projects and/or private equity projects which will allow for a credible and easy exit strategy.
4. The Sub-Fund may invest at any stage throughout the lifecycle of a project (during its planning phase, halfway through its development or upon its completion).

20.5 INVESTMENT STRATEGY

The Sub-Fund will invest in the real estate and private equity market globally but with emphasis in Europe.

| Category | AIF type code | AIF type label | AIF strategy code | AIF strategy label |
|--------------------|---------------|---------------------------|-------------------|------------------------------------|
| Primary Strategy | REST | Real estate strategies | MULT_REST | Multi-strategy real estate fund |
| Secondary Strategy | PEQF | Private equity strategies | MULT_PEQF | Multi-strategy private equity fund |
| Secondary Strategy | FOFS | Fund of fund strategies | OTHR FOFS | Other fund of funds |

The Investment Manager's strategy will use a research-intensive, fundamental and technical investment process to capture opportunities in the real estate sector, with a view to achieve high returns. In the first months of the Fund's activities, the Fund's portfolio may comprise significant amounts of cash and cash equivalents (including cash or other forms of cash such as certificates of deposit) and cash funds.

The Sub-Fund is designed for investors who understand the Sub-Fund's risks and who have an investment horizon of at least 3 years. A typical investor of the Sub-fund is a professional and/or well-informed investor seeking medium to long term indirect exposure to high yielding and appreciating real assets which require significant resources to achieve and subject to high barriers to entry.

The Sub-Fund may change its Investment Policy and Strategy for the purpose of enhancing investor returns or protecting their investment interests. If the Sub-Fund intends to change its investment strategy / policy, the unitholders have, in advance, by simple majority of votes cast at a general meeting or with the prior written approval of Unitholders of the relevant investment compartment (in accordance with the articles of association), approved such change(s) as well as the written approval of CySEC. The term "material" shall be taken to mean, although not exclusively, changes which would significantly alter the asset type, credit quality, borrowing limits or risk profile of an investment compartment. Should any of the unitholders object the change of the Sub-Fund's investment strategy / policy they will be given the option to redeem their units prior to the effective date of the change in investment strategy / policy as per the redemption conditions specified in this offering memorandum.

Procedures by which the Investment Policy and/or Investment Strategy may change.

The Sub-fund may change its Investment Policy and Strategy for enhancing investor returns or protecting their investment interests. The procedure to allow such changes is the following:
Inform the Unitholders by letter, fax or electronic message of the recommended changes at least one month from the date the changes will be effected.

Receive the consent of at least 50% of the Unitholders (a non-response will be deemed as consenting to the proposed changes).

If no consent is given, then the Sub-fund will not be entitled to change its investment policy and/or investment strategy.

If consent is given by at least 50% of the Unitholders, the Sub-fund will be entitled to amend its investment policy and/or strategy and allow the non-consenting Unitholders to redeem their Units after 6 months from the date of the first notice (for proposed changes), without any penalties or exit fees that may apply.

It should also be noted that for any changes in the investment policy and investment strategy to take effect, the prior approval of the Commission is required.

Targeted investors will primarily come from Cyprus and other EU countries (including the UK), CIS countries and Ukraine.

The sub-fund aims to raise EUR 10M from subscribers.

20.6 INVESTMENT RETURN

The total return of the Sub-Fund will be the result of changes in the market value of the Fund's investments.

Targeted Return: Approximately 6-10% p.a., net of fees

If the majority of Investments yield profit, the overall internal rate of return ("IRR") of the Sub-Fund may be comparable to that achieved by a medium to high-risk strategy.

Target IRR: The estimated target gross IRR is the weighted average for the expected returns from the various investments.

20.7 LEVERAGE

Pursuant to its regulatory obligations, the External Manager is required to express the level, which the Fund's leverage and that of its Investment Compartments will not exceed. For the purposes of this disclosure, leverage is any method by which the Sub-Fund's and that of its Investment Compartments exposure is increased beyond its holding of securities and cash. A Sub-Fund's exposure and that of its Investment Compartments may be increased by using derivatives, by reinvesting cash borrowings, through securities lending or securities borrowing arrangements, or by such other means as may be permitted to be used pursuant to that Sub-Fund's investment objectives. This Sub-fund's leverage is expected to be no greater than 50% of the relevant net assets.

It should be noted that there are inherent risks in the use of leverage. The use of leverage by a Sub-fund can allow it to achieve higher long-term returns, but also increases the likelihood of volatility and higher diminution in the value of its assets.

20.8 LOCK-UP PERIOD

Unitholders may transfer or assign their Units with the Directors' consent but cannot redeem their Units until the expiry of a period of twenty-four (24) months from the Initial Investment Date except dictated

otherwise by a simple majority of votes cast at a general meeting or with the prior written approval of Unitholders of the relevant Investment Compartment (in accordance with the Articles of Association), approved such change(s).

20.9 REDEMPTION INFORMATION

The Sub-fund shall redeem all of the Units in any Class not previously redeemed if the holders of 90% in value of the Units in issue of the relevant Class resolve at a meeting of the Unitholders of such Class duly convened and held that such Units should be redeemed.

If all the Units in the Sub-fund or Units are to be redeemed as aforesaid and the whole or any part of the business or property of the Sub-fund or any of the assets of the Sub-fund are proposed to be transferred or sold to another company (hereinafter called "the Transferee") the Directors may, with the sanction of a Special Resolution of the Company or the Sub-fund or Class conferring either a general authority on the Directors or an authority in respect of any particular arrangement, receive in compensation or part compensation for such transfer or sale Units, or other like interests or property in or of the Transferee for distribution among the said Unitholders, or may enter into any other arrangement whereby the said Unitholders may in lieu of receiving cash or property or in addition thereto participate in the profits of or receive any other benefit from the Transferee.

20.10 FEES AND EXPENSES

| Investor Fees | Fees & Expenses |
|------------------------------|--|
| Subscription Fee | EUR 1,250 on the first subscription and 0.2% on the subscription amount of any subsequent subscription The minimum subscription fee may change by simple majority of votes cast at a general meeting or with the prior written approval of Unitholders of the relevant Investment Compartment. |
| Deferred Sales Charge | No charge |
| Redemption Fees | From 0 to 24 months: Lock-up period From 24 to 48 months: 1% From 48 months onwards: 0% The Redemption fee may change by simple majority of votes cast at a general meeting or with the prior written approval of Unitholders of the relevant Investment Compartment. |
| Introducer or Affiliate Fees | There may be Introducer or Affiliate Fees that will be borne by the affected investors. Such fees will be communicated to the affected investor of the relevant Investment Compartment before deciding to invest. Directors, Employees and other affiliates of the Fund External Manager may be recipients of such fees. |
| Annual Fees | |
| Management Fee | 1% per annum based on Gross Asset Value Subject to a minimum annual payment of EUR 36,000 payable monthly in arrears. |

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| Depository Fee | <p>Safekeeping and Cash Monitoring Services</p> <p>Depository fee is payable quarterly in advance and will be charged to the Umbrella AIF's account. The below fees correspond to the Umbrella Fund and will be allocated to each compartment at an equal basis:</p> <ul style="list-style-type: none"> • For AuM 0-10 million the cost will be 6 000 (six thousand) Euro. The amount is flat and does not change no matter what is the amount between 0 and 10 million. • For AUM 10-20 million there is a fee of 3 bps which that equals to additional 3 000 (three thousand) Euro. • For AuM 20-30 million there is a fee of 2bps which that equals to additional 2 000 (two thousand) Euro. • For every 10 million there is an addition of 2bps which that equals to 2 000 (two thousand) Euro. |
| Administration Fee | 0.20% per annum based on the Gross Asset Value Subject to a minimum annual payment of EUR 4,800 payable monthly in arrears. |
| Distribution and Service Fees | No fee |
| Performance Fee | 10% of excess return above 6% benchmark target rate as an annual hard hurdle rate Performance fees are accrued monthly and paid yearly in arrears. |
| Directors' Fees | As indicated in the Offering Memorandum |
| Professional Fees | Calculated on a time-spent basis with no retainer |
| Investment Advisory Fee | No Investment Advisor has been appointed. Should one be appointed the Advisory Fee would be calculated on a special resolution |
| Transfer Fee | 0.1% calculated on the Net Asset Value of the transaction, paid by the investor receiving the units, to the External Manager of the Fund. Subject to a minimum payment of EUR 1,000. |

20.11 GENERAL

All management and performance fees will be verified by the Depository prior to payment, once the Depository has received all information enabling it to do so. The Sub-fund's Manager is also entitled to reimbursement by the Fund of all reasonable out-of-pocket expenses properly incurred in the performance of its services under the Investment Management Agreement.

The External Manager may delegate any of its management functions with the prior approval and in accordance with the requirements of the CySEC, to any person, firm or corporation provided that the

External Manager shall be liable for any act or omission of any such person, firm or corporation as if such act or omission were its own.

20.12 SUB-FUND AND UNITHOLDER TAXATION ISSUES

The attention of investors is drawn to the relevant sections of the Offering Memorandum.

20.13 LAW AND JURISDICTION

20.13.1 ARBITRATION

Any Dispute required to be submitted to arbitration hereunder or which the Fund and the Unitholders (hereon individually the “Party” and jointly the “Parties”) agree in writing to submit to arbitration, shall be presided over by one arbitrator (the “Arbitrator”) pursuant to the procedure set forth in this Section and pursuant to the provisions of the Cypriot Law on International Arbitration (Chapter 102 (1)). If the provisions of this Section are inconsistent with the provisions of the Cypriot Law on International Arbitration and to the extent of such inconsistency, the provisions of this Section shall prevail.

Any Party may commence a proceeding for arbitration of a Dispute by making a demand for arbitration of a Dispute by sending a notice (the “Arbitration Notice”) in writing to the other Parties setting forth the nature of the Dispute, the amount involved and the name of the arbitrator the initiating Party proposes to be appointed.

Within thirty (30) days after deemed receipt of the Arbitration Notice by the Party to whom it is sent, the Parties shall agree on the designation of an Arbitrator; should the Parties fail to do so, an Arbitrator shall be appointed by a judge of the Cyprus Courts, upon motion by any Arbitrator. The Parties agree to exercise their commercially reasonable efforts to select, or have selected, an Arbitrator who has, objectively viewed, a reasonable level of expertise and experience related to the relevant matters in Dispute to be competent to resolve the matter appropriately.

Arbitration hearings shall be held in Nicosia, Cyprus and shall commence no later than fifteen (15) days after the appointment of the Arbitrator in accordance with the above. The decision of the Arbitrator shall be final, without appeal, and binding upon the Parties.

Each Party shall bear the costs and expenses of lawyers, consultants, advisors, witnesses and employees retained by it in any arbitration. The expenses of the Arbitrator shall be paid equally by the Parties unless the Arbitrator provides otherwise in its award.

20.14 LIQUIDITY MANAGEMENT

The sub-fund may invest in certain illiquid and hard to value investments, as part of its Investment Policy and as such, a special Pricing Policy will be established for those investments. When investing in assets of limited liquidity the External Manager shall use special techniques such as:

- a) apply a high standard of diligence in the selection and ongoing monitoring of investments;
- b) establish, implement and apply written policies and procedures on due diligence and implement effective arrangements for ensuring that investment decisions on behalf of the Sub-Fund are carried out in compliance with the objectives, the investment strategy and, where applicable, the risk limits of the Fund and the Sub-Fund; and

- c) review and update regularly the policies and procedures on due diligence referred to in point (b) above.

In addition, the External Manager shall also:

- a) set out and regularly update an investment portfolio consistent with the objectives of the Sub-Fund and accordingly adjusted to the specific market conditions;
- b) seek and select possible transactions consistent with the investment portfolio referred to in point (a);
- c) assess the selected transactions in consideration of opportunities, if any, and overall related risks, all relevant legal, tax-related, financial or other value affecting factors, human and material resources, and strategies, including exit strategies;
- d) perform due diligence activities related to the transactions prior to arranging execution;
- e) monitor the performance of the Sub-Fund with respect to the investment portfolio referred to in point (a).

The Sub-Fund will invest such amount in liquid assets as to ensure that it is able to meet its ongoing expenses and obligations. Furthermore, it may also hold cash or equivalents, or invest in liquid assets that are eligible for redemption at any time having regard to the lock up period provisions.

The External Manager may implement and may maintain adequate limits for the liquidity or illiquidity of the Sub-Fund consistent with its underlying obligations and redemption policy. Given the real estate and private equity nature of the Sub-Fund, the Sub-Fund's allocation in illiquid assets can be as high as 95% of its portfolio. In such cases, the External Manager may limit redemptions to 5% annually (for limits that range from 90% to 95% illiquid assets) as a liquidity management measure. In cases where the illiquid asset limit is between 70% to 89%, the redemption policy will limit redemptions to 10% annually. The percentage of illiquid assets will be placed inside pockets that allow redemptions upon liquidation of the asset. In cases where there is potential market or demand from buyers, the portfolio can be redeemed at 100%.

20.15 INVESTMENT POWERS AND RESTRICTIONS

There are no investment restrictions envisioned apart from the limitations set forth herein:

- a) The Sub-Fund will not duplicate the composition of any particular index and/or enter into OTC derivative transactions for such purposes.
- b) All investments will be made without limitations as long as the exposure of the Sub-Fund remains within the limits set forth by regulatory guidelines and overseen by the the Manager.
- c) Leverage, although not expected to be employed, in cases where it may be necessary in extreme cases will be achieved through borrowing which shall not exceed 50% of the NAV and will be continually monitored by utilizing the Value at Risk (VaR) methodology and any other methodology utilized for measuring real asset and illiquid investments will be utilized alongside the VAR methodology and the VaR methodology will prevail for reporting purposes in accordance with all the relevant RAIF rules and regulations.
- d) Some of the Sub-Fund's assets may also be held on an ancillary basis in cash or cash equivalents, pending reinvestment, if this is considered appropriate to the objective of minimizing losses during volatile market conditions. Any such investments will not be held for speculative purposes but will be ancillary to the primary investment strategy of the Sub-Fund.

20.16 RISK PROFILE OF TYPICAL INVESTOR

An investment in the Sub-Fund is designated to be a long-term investment. Investors should not expect to obtain short-term gains from such an investment. The Sub-Fund is suitable for investors who can afford to set aside the capital for the long term and who seek an investment with a high-risk profile.

20.17 SPECIFIC RISK WARNINGS

The value of the Sub-Fund's assets is linked to a portfolio of illiquid securities, whose price may rise and fall over time. Hence, investors should note that the value of their investment could fall as well as rise and they should accept that there cannot be any guarantee that they will recover their initial investment, because they could potentially lose part of their initial investment.

General Business Considerations:

Foreign Investments: The Sub-Fund will focus in emerging markets. Any investment in a foreign country involves the risk of adverse political developments, including nationalization, confiscation without fair compensation, acts of terrorism or war. Furthermore, foreign jurisdictions may impose restrictions to prevent capital flight, which could make it difficult or impossible to exchange or repatriate foreign currency. In addition, laws and regulations of foreign countries may impose restrictions or approvals which would not exist in the investor's country of origin and may require financing and structuring alternatives which differ significantly from those customarily used in the investor's country of origin. The External Manager will analyze risks in the respective target markets before making such investments, but no assurance can be given that a political or economic climate, or particular legal or regulatory risks, might not adversely affect an investment by the Sub-Fund. It is likely that the risks referred to in this section are more prevalent in the target market than in most developed Western markets.

Currency Risk: The reference currency of the Sub-Fund may be different than the currency of the investments. Fluctuations in exchange rates between the reference currency and the relevant local currencies may directly or indirectly affect the value of the Sub-Fund's portfolios and the ultimate rate of return realized by the investors.

Future Investments Unspecified: Investors will be relying on the External Manager's ability to identify and acquire suitable investments. Such investments may be made over a substantial period of time and the Sub-Fund may face the risk of interest rate fluctuations and adverse changes in the real estate markets.

Competition: Although the External Manager believes that the Sub-Fund will be well positioned to take advantage of attractive investment opportunities, there can be no assurance that it will in fact be so positioned. The entry of additional investors into the segments of the real estate and private equity market in which the Sub-Fund will focus may reduce the number of opportunities available and/or adversely affect the terms on which investments can be made.

Country and Market Considerations:

Legal and Regulatory Risks: It is difficult to anticipate the impact of legislative and regulatory reforms on investments in which the Sub-Fund might invest. The process of legal and regulatory reform in the target market does not always coincide with market developments and this may result in ambiguities and inconsistencies, and, ultimately, in increased investment risk.

Tax considerations: The intention of the Sub-Fund is to structure its investments in a manner that is intended to achieve the Investment Objectives and to mitigate tax charges and duties in the country of investment and the countries in which intermediary companies are located, taking into account the tax laws, administrative practices, applicable double tax treaties and other rules which should be relevant in those countries. However, there can be no guarantee that the structure of the Sub-Fund or any investment will be tax efficient for a particular investor or that any particular tax status will be achieved.

Tax laws of a particular structure chosen might be questioned or might be subject to challenge by the relevant tax authority in the country concerned. Furthermore, tax laws may change, so that the tax consequences of a particular investment may adversely change after it has been made.

The Fund's intermediate subsidiary companies or the Investors may be subject to income taxes or other taxes in multiple jurisdictions outside of their country.

In addition, withholding tax or other taxes may be imposed on earnings of the Sub-Fund from investments in such jurisdictions. Local tax incurred in various jurisdictions by the Fund or entities through which it invests may not be creditable to or deductible by the investors.

Real Estate Considerations:

Risk of Real Estate Investments: Real estate values are affected by a number of factors, including changes in general economic climate, local conditions, property management, competition on rental rates, attractiveness and location of the properties, financial condition of tenants, buyers and sellers of properties, quality of maintenance, insurance and management services and changes in operating costs.

Real Estate Returns: Real estate historically has experienced significant fluctuations and cycles in value and market conditions may result in reductions in the value of investments. The returns available from investments in real estate depend to a large extent on the amount of income earned and capital appreciation generated by the relevant properties as well as expenses incurred. If properties do not generate revenues sufficient to meet operating expenses, including debt service (if any) and capital expenditure, the Sub-Fund's income will be adversely affected. Income from properties may be adversely affected by factors beyond the control of the External Manager including changes in the general economic climate, local conditions such as oversupply of properties or a reduction in demand for properties in the market in which the Sub-Fund operates, the attractiveness of the Sub-Fund's properties to tenants, the quality and philosophy of management, competition from other available properties, and increased operating costs (including real estate taxes).

Other factors which may adversely affect the Sub-Fund's income include: the promulgation and enforcement of governmental regulations relating to land-use and zoning restrictions; environmental protection and occupational safety; unavailability of mortgage funds that may render the sale of a property difficult; the financial condition of buyers and sellers of properties; changes in real estate tax rates and other operating expenses; the imposition of rent controls or tenants' rights to new leases, energy shortages, supply shortages, risk of adverse political or social developments, including nationalization, expropriation of assets, confiscatory taxation, economic or political instability, acts of terrorism and war; various uninsured or uninsurable risks and acts of God, natural disasters and uninsurable losses.

In addition, income from properties and real estate values also are affected by such factors as the cost of regulatory compliance, interest rate levels and the availability of financing. The Sub-Fund's income would be adversely affected if a significant number of tenants were unable to pay rent or its properties could not be rented, or sold, as the case may be, on favorable terms. Certain significant expenditures associated with each investment in real estate (such as external financing costs, real estate taxes and maintenance costs) generally are not reduced when circumstances cause a reduction in income from the property.

Additional Costs/Risks Associated with Investments in Real Estate: There is a risk that the Sub-Fund could face substantial loss from environmental claims based on environmental problems on properties held directly or indirectly by the Sub-Fund as well as from occupational safety issues and concerns. Under the laws, ordinances and regulations of various jurisdictions, an owner of real property may be liable for the costs of removal or remediation of certain hazardous or toxic substances on or in such property. Such laws often impose such liability (which is generally not limited) without regard to whether the owner knew of, or was responsible for, the presence of such hazardous or toxic substances. The presence of such substances, or the failure to properly remediate contamination from such substances, may adversely affect the owner's ability to sell the real estate or to borrow using such property as collateral.

Real Estate Availability: The Sub-Fund's investment strategy is based, in part, upon the premise that the Real Estate Assets will be available for purchase by the Sub-Fund at prices and upon terms and conditions (including financing) which the External Manager considers favorable to the Sub-Fund. No assurance is given that the Real Estate Assets will be available for purchase by the Sub-Fund at prices and upon terms and conditions which the External Manager considers favorable.

Development/Refurbishment of Properties: The Sub-Fund may undertake development (including redevelopment), under the relevant investment restrictions, of Real property or invest in Real property that requires refurbishment prior to rental or disposal, as the case maybe. The risks of development, refurbishment or disposal include, but are not limited to (i) delays in timely completion of the project; (ii) cost overruns; (iii) poor quality workmanship; (iv) inability to rent or inability to rent at a rental level sufficient to generate profits and (v) inability to sell at a level sufficient to generate profits.

Possible Lack of Diversification: While the Sub-Fund expects to invest in a diversified array of investments,

the Sub-Fund may participate in a limited number of investments and there can be no assurances concerning the diversification of the Fund's assets either by geographic region or asset type. If the Sub-Fund makes an investment in a single transaction with the intent of refinancing or selling a portion of the investment, there is a risk that the Sub-Fund will be unable to successfully complete such a financing or sale. This could lead to increased risk as a result of the Sub-Fund having an unintended long-term investment and reduced diversification. A limited degree of diversification increases risk because, as a consequence, the aggregate return of the Sub-Fund may be substantially adversely affected by the unfavorable performance of a single investment.

Returns of Hospitality Buildings: The returns available from investments in Hospitality Buildings depend to a large extent on the amount of income earned and capital appreciation generated by the relevant Hospitality Building as well as expenses incurred. If properties do not generate revenues sufficient to meet operating expenses, including debt service (if any) and capital expenditures, the Sub-Fund's income will be adversely affected. Income from Hospitality Buildings may be adversely affected by factors beyond the control of the Management Company and the Hotel Operator including changes in the general economic climate, local conditions such as oversupply or a reduction in demand for Hospitality Buildings, the attractiveness of the Sub-Fund's Hospitality Buildings to clients and tenants, the quality and philosophy of management, competition from other available hospitality buildings, and increased operating costs (including real estate taxes). Other factors which may adversely affect the Sub-Fund's income include: the promulgation and enforcement of governmental regulations relating to land-use and zoning restrictions; environmental protection and occupational safety; unavailability of mortgage funds that may render the sale of a property difficult; the financial condition of buyers and sellers of properties; changes in real estate tax rates and other operating expenses; the imposition of rent controls or tenants' rights to new leases, energy shortages, supply shortages, risk of adverse political or social developments, including nationalization, expropriation of assets, confiscatory taxation, economic or political instability, acts of terrorism and war; various uninsured or uninsurable risks and acts of God, natural disasters and uninsurable losses. In addition, incomes from Hospitality Buildings are also affected by such factors as the cost of regulatory compliance, interest rate levels and the availability of financing. The Sub-Fund's income would be adversely affected if a significant number of tenants were unable to pay rent or its properties could not be rented on favorable terms. Certain significant expenditures associated with each equity investment in real estate (such as external financing costs, real estate taxes and maintenance costs) generally are not reduced when circumstances cause a reduction in income from the property.

Potential Conflicts of Interest: The Sub-Fund may have or will have access to the managerial skills, experience and relationships of the External Manager. The Manager believes that the Fund will benefit from this access. However, there may be potential conflicts inherent in the proposed structure of the Fund and its manager when managing similar investments.

Liquidity Risk: The Sub-Fund may have a risk that a particular investment may be difficult to purchase or sell and that the Sub-Fund may be unable to sell illiquid securities at an advantageous time or price or achieve its desired level of exposure to a certain sector. Liquidity risk may result from the lack of an active market, reduced number and capacity of traditional market participants to make a market for such assets.

Interest Rate Risk: Unexpected fluctuations in interest rates could materially adversely affect the performance of the assets of the Sub-Fund.

Use of Leverage: Use of leverage exposes the Sub-Fund to the potential of multiple gains, but so too leverage can drastically multiply losses.

Negligence of Third Parties: The operation and management of real estate properties requires the involvement, but not limited to, of real estate agents and brokers, which may cause the Company to sustain an economic loss as a result of their acts, negligence or omissions for which the Company has no control over.

Suitability of Investment: Potential investors should consider carefully whether an investment in the Sub-Fund is suitable in view of their personal circumstances and financial resources. Potential investors are not to construe the contents of the Offering Memorandum as tax, business or legal advice. A prospective investor should consult with its own legal, business and tax advisers to determine the appropriateness and consequences of an investment in the Sub-Fund.

Dividends: Prospective investors should note that payment of any future dividends is not guaranteed and will be at the discretion of the External Manager after taking into account various factors including the Sub-Fund's operating results, financial condition and current and anticipated cash needs.

Term: Investors should be aware that an investment in the Sub-Fund should be viewed as medium to long term. An investment in the Sub-Fund should not constitute a substantial proportion of an investment portfolio and may not be appropriate for all investors.

Funding Risk: The unpredictable timing of cash flows over the life of a fund poses funding risk for the Unit holder. Fund managers call most or all of the committed capital over the investment period of the Sub-Fund, and Unit holders have to meet their commitments within a fixed short notice period. Because commitments are contractually binding a Unit holder who cannot meet his obligations is forced to default on payments and lose a substantial portion of his share in the Sub-Fund. In practice negotiations can occur between the Unit holder and the Fund Manager of the Sub-Fund to adapt the size of the Sub-fund and the capital call requirement.

Portfolio Risk: The Sub-Fund will participate in a limited number of investments. As a consequence, the aggregate return of the Sub-Fund may be substantially adversely affected by the unfavorable performance of relatively few investments.

Risks Relating to the Disposition of Investments in Portfolio Companies: In connection with the disposition of an investment in a portfolio company or otherwise, the Sub-Fund may be required to make representations about the business and financial affairs of the portfolio company typical of those made in connection with the sale of any business. The Sub-Fund may also be required to indemnify the purchasers of such portfolio company to the extent that any such representations turn out to be inaccurate. These arrangements may result in contingent liabilities, which might ultimately have to be funded by the Unit Holders to the extent of their Capital Contributions to the Sub-Fund or previous distributions made to them.

Private Equity Considerations:

Liquidity Risk: Unit holders can sell their stakes in private equity Funds to fund their open commitments. However, the secondary market for private equity investments is relatively small and highly inefficient. The characteristics of the secondary market expose investors to asset liquidity risk. Moreover, secondary market prices are often influenced by factors beyond the fair value of the Fund which often translate in discounted price. For instance, investors selling from a distressed position often have to accept discounts to reported NAV.

Market Risk: For private equity as an illiquid asset class the treatment of market risk poses conceptual challenges. The key is to define value and how market fluctuation has an impact on it. There are two principal methods for valuing an asset. The first is its current market valuation, or an estimate of what that might be. The second is the present value of the estimated future cash flows from that asset. Normally liquidity and arbitrage in the market force these two alternative methods of valuation into close alignment; lack of liquidity and other market dis-functionalities cause these two alternative approaches to diverge, occasionally sharply and this is most clearly observed in secondary Private Equity transactions.

Fair Value estimates in private equity are based on the concept of an “orderly transaction”, which assumes that buyers and sellers are not acting under any compulsion to engage in the transaction, both parties have reasonable knowledge of relevant facts and the ability to perform sufficient due diligence to make an orderly investment decision. Assessing the limited partner’s ability to conduct an orderly transaction is key to ensuring market risk is properly accounted for in a funding test on such an illiquid asset class. Where the limited partner is able to conduct an orderly transaction, a sale will be accepted if the price exceeds the present value of the estimated future cash flows. Discounts observed in the secondary markets are rarely caused by deterioration in the fund’s value but often rather reflect the inability of some limited partners to execute an orderly transaction as they lack the necessary liquidity.

Capital Risk: In addition to the risk of losing invested capital due to liquidity constraints, private equity investors face the long-term risk of not recovering the value of their invested capital at realization. This long-term capital risk can be affected by a number of factors:

- **Manager quality:** The ability of managers to create value and extract cash from investee companies varies greatly across the industry. Therefore, good manager selection is of paramount importance for private equity investors. It is also important for investors to keep track of key personnel changes at the fund manager and other potential developments that can affect quality of management.
- **Equity market exposure:** Low equity valuations make it difficult for managers to exit at high prices. However, managers have full discretion as to the timing of divestments from investee companies within the lifetime of the fund and can wait for better or acceptable market conditions to exit their investments.

- **Interest rates and refinancing terms:** Private equity investments can be leveraged, and private equity managers might need to refinance the maturing liabilities of the investee companies. Substantial changes in interest rates can affect the value of investee companies and the distributed capital to investors.
- **Foreign exchange exposure:** the value of private equity investments can be affected by foreign exchange volatility where there is a mismatch between the reporting currency of the investor and the functional currencies of the Fund.

Lack of Investment Liquidity: The Fund's investments may be made in securities of privately held companies, for which there is no public market. In addition, securities of public companies held by the Fund may be subject to restrictions on transferability and may not be registered for trading. Accordingly, these investments will be illiquid and difficult to value and sales of securities of portfolio companies may not be possible. There is also the risk that the Fund will be unable to meet its investment objectives by sale or other disposal at attractive prices or otherwise be unable to execute a successful exit strategy. As a result, distributions to Unitholders may take the form of distributions of securities, some or all of which may be illiquid or restricted.

THE RISKS DESCRIBED IN THIS SUPPLEMENT ARE NOT EXHAUSTIVE AND YOU SHOULD BE AWARE THAT THE SUB-FUND MAY BE EXPOSED TO OTHER RISKS OF AN EXCEPTIONAL NATURE FROM TIME TO TIME.

20.18 UNITS

The Sub-Fund will issue Units with no nominal value but offered at initial price of 10.00 Euro each for a limited period of time and following issue their value will fluctuate in accordance with the Net Asset Value.

This Sub-Fund will issue only one class of investor Units denominated in Euro currency or other currencies. This Sub-Fund will issue Units in registered form. There will not be any fractional Units issued to investors.

Title to registered Units is evidenced by entries in the Investor's Share register. Shareholders will receive confirmation notes of their shareholdings.

21 SUPPLEMENT 2 - CRANE FUND

To the Offering Memorandum of C3ALLURO RAIF V.C.I.C. LTD

This Supplement contains information relating to **CRANE FUND** ("Investment Compartment" or "Sub-Fund"), a Sub-Fund of the C3ALLURO RAIF V.C.I.C. LTD (the "Fund"). This supplement is being furnished to "Well-informed" and "Professional" investors.

This Supplement forms part of and should be read in the context of and in conjunction with the Fund's Offering Memorandum (the "Offering Memorandum").

This Supplement forms part of and should be read in the context of and in conjunction with the Fund's Offering Memorandum (the "Offering Memorandum").

The Directors of the Company whose names appear in the Offering Memorandum under the heading "The Board of Directors" accept responsibility for the information contained in this Supplement and the Offering Memorandum. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this Supplement and in the Offering Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly. The Directors do not expect that an active secondary market will develop in relation to the acquisition or disposal of any of the Fund's Units. No application has been made to list the Units on any exchange.

21.1 DEFINITIONS

| | | |
|-------------------------------|---|---|
| "Base Currency" | : | means EURO (EUR). |
| "Business Day" | : | Means a day, other than a Saturday or Sunday, which is a bank business day in Cyprus and/or in such other jurisdiction as the Directors may determine. |
| "Hurdle Rate" | : | The rate against which the performance of the Sub-Fund is measured for the purpose of calculating the Performance Fee. The interest rate referred to, is 7% return and is solely used for the calculation of the Performance Fee. |
| "Leverage" | : | Means the use of debt for the purposes described in this Offering Memorandum. The Sub-Funds leverage is determined by the Sub-Fund's External Manager and shall not exceed 50% of the Sub-Funds Asset Under Management. |
| "Term" | : | Means the duration of the Fund, which is indefinite. |
| "Minimum Subscription" | : | Means the minimum amount the Unitholder must subscribe for initially, which is EUR 125,000 or its equivalent in any other currency accepted by the Investment Compartment or any other minimum amount at the discretion of the Directors. |

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| “Minimum subsequent Subscription” | : | Means the minimum amount for subsequent subscriptions, which is EUR 50,000 or its equivalent in any other currency accepted by the Investment Compartment or any other minimum amount at the discretion of the Directors. |
| “Lock Up Period” | : | The Lock Up is defined by the Fund’s Director. Currently the Lock up period is 48 months period subject to No Redemptions is imposed on every unit holder upon their subscription to the Sub-Fund. Lock Up period starts counting from the Subscription Date of each specific unit holder. The lock-up may change by simple majority of votes cast at a general meeting or with the prior written approval of Unitholders of the relevant Investment Compartment (in accordance with the Articles of Association), approved such change(s). |
| “Redemption Date” and “Subscription Date” | : | Means first Business Day of each month but at all times the business day following the Valuation Day, on which investors Units may be subscribed or redeemed. In the case that the Subscription/Redemption Day is a Business Day where the Manager may have difficulties in obtaining reliable prices such as any period when any of the principal markets or stock exchanges on which a substantial portion of the investments of a Sub-Fund are quoted is closed and a day falling within a period of suspension, the Subscription/Redemption Day will be the next Business Day. Any alterations to the Redemption Days and Subscription Days will be notified to Investors in advance. |
| “Subscription Price” | : | Means the initial Unit price set by the Fund’s Directors which is EUR 10,00. |
| “Units” | : | Means the units of the Sub-Fund referred to in this Supplement 3. |
| “Unitholder” | : | in relation to the RAIF and the Compartment of the RAIF, means the holder of a unit. |
| “Valuation Date” or “Valuation Day” | : | Means each Business Day prior to the Subscription and Redemption Day. |

21.2 INVESTMENT OBJECTIVE

The investment objective of the Sub-Fund is to invest primarily in Private Equity projects. Further, the Fund may invest to a smaller extent in real estate, construction projects and in other funds to achieve higher diversification.

21.3 INVESTMENT POLICY

The Sub-Fund pursues its objective by investing the majority of its net asset value in Private Equity projects. This may include investments in companies involved in any sector and in any stage.

The Fund may invest in equities located anywhere in the world (including Developing Markets).

21.4 INVESTMENT TARGETS

The Sub-Fund is actively managed and the Manager of the Sub-Fund has discretion to seek to position the portfolio globally but with larger weight in Europe. The percentage of the Fund’s assets invested in Private Equities and other Real Estate related projects will vary and, depending on market conditions and, as determined by the Manager, the Fund may invest in cash or cash related instruments.

21.5 INVESTMENT STRATEGY

The Sub-Fund will invest in the private equity and real estate market globally but with emphasis in Europe.

| Category | AIF type code | AIF type label | AIF strategy code | AIF strategy label |
|--------------------|---------------|---------------------------|-------------------|------------------------------------|
| Primary Strategy | REST | Real estate strategies | MULT_REST | Multi-strategy real estate fund |
| Secondary Strategy | PEQF | Private equity strategies | MULT_PEQF | Multi-strategy private equity fund |
| Secondary Strategy | FOFS | Fund of fund strategies | OTHR FOFS | Other fund of funds |

The Manager may employ investment techniques and instruments for investment purposes, such as trading in derivatives and other financial instruments to achieve its primary investment target.

The Fund may invest directly or indirectly in the relevant markets.

In selecting the investments for the Sub-Fund, the Manager will seek to identify projects that have good prospects of growth, good positioning, high demand, above average investment growth and in Private Equity projects with strong balance sheets and cash flows.

The Sub-Fund is designed for investors who understand the Sub-Fund's risks and who have an investment horizon of at least 5 years. A typical investor of the Sub-fund is a professional and/or well-informed investor seeking medium to long term direct exposure to high yielding and appreciating real assets which require significant resources to achieve and subject to high barriers to entry.

21.6 PROCEDURES BY WHICH THE INVESTMENT POLICY AND/OR INVESTMENT STRATEGY MAY CHANGE

The Sub-Fund may change its Investment Policy and Strategy for the purpose of enhancing investor returns or protecting their investment interests. If the Sub-Fund intends to change its investment strategy / policy, the unitholders have, in advance, by simple majority of votes cast at a general meeting or with the prior written approval of Unitholders of the relevant investment compartment (in accordance with the articles of association), approved such change(s) as well as the written approval of CySEC. The term “material” shall be taken to mean, although not exclusively, changes which would significantly alter the asset type, credit quality, borrowing limits or risk profile of an investment compartment. Should any of the unitholders object the change of the Sub-Fund’s investment strategy / policy they will be given the

option to redeem their units prior to the effective date of the change in investment strategy / policy as per the redemption conditions specified in this offering memorandum.

The Sub-fund may change its Investment Policy and Strategy for enhancing investor returns or protecting their investment interests. The procedure to allow such changes is the following:

1. Inform the Unitholders by letter, fax or electronic message of the recommended changes at least one month from the date the changes will be affected.
2. Receive the consent of at least 50% of the Unitholders (a non-response will be deemed as consenting to the proposed changes).
3. If no consent is given, then the Sub-fund will not be entitled to change its investment policy and/or investment strategy.
4. If consent is given by at least 50% of the Unitholders, the Sub-fund will be entitled to amend its investment policy and/or strategy and allow the non-consenting Unitholders to redeem their Units after 6 months from the date of the first notice (for proposed changes), without any penalties or exit fees that may apply.

It should also be noted that for any changes in the investment policy and investment strategy to take effect, the prior approval of the Commission is required.

Targeted investors will primarily come from Cyprus and other EU countries (including the UK), CIS countries and Ukraine.

The sub-fund aims to raise EUR 20M from subscribers.

21.7 INVESTMENT RETURN

The total return of the Sub-Fund will be the result of changes in the market value of the Fund's investments.

Targeted Return: Approximately 6-10% p.a., net of fees

If the majority of Investments yield profit, the overall internal rate of return ("IRR") of the Sub-Fund may be comparable to that achieved by a medium to high-risk strategy.

Target IRR: The estimated target gross IRR is the weighted average for the expected returns from the various investments.

21.8 LEVERAGE

Pursuant to its regulatory obligations, the External Manager is required to express the level, which the Fund's leverage and that of its Investment Compartments will not exceed. For the purposes of this disclosure, leverage is any method by which the Sub-Fund's and that of its Investment Compartments exposure is increased beyond its holding of securities and cash. A Sub-Fund's exposure and that of its Investment Compartments may be increased by using derivatives, by reinvesting cash borrowings, through securities lending or securities borrowing arrangements, or by such other means as may be permitted to be used pursuant to that Sub-Fund's investment objectives. This Sub-fund's leverage is expected to be no greater than 50% of the relevant net assets.

It should be noted that there are inherent risks in the use of leverage. The use of leverage by a Sub-fund can allow it to achieve higher long-term returns, but also increases the likelihood of volatility and higher diminution in the value of its assets.

21.9 LOCK-UP PERIOD

Unitholders may transfer or assign their Units with the Directors' consent but cannot redeem their Units until the expiry of a period of forty-eight (48) months from the Initial Investment Date except dictated otherwise by a simple majority of votes cast at a general meeting or with the prior written approval of Unitholders of the relevant Investment Compartment (in accordance with the Articles of Association), approved such change(s).

21.10 REDEMPTION INFORMATION

The Sub-fund shall redeem all of the Units in any Class not previously redeemed if the holders of 90% in value of the Units in issue of the relevant Class resolve at a meeting of the Unitholders of such Class duly convened and held that such Units should be redeemed.

If all the Units in the Sub-fund or Units are to be redeemed as aforesaid and the whole or any part of the business or property of the Sub-fund or any of the assets of the Sub-fund are proposed to be transferred or sold to another company (hereinafter called "the Transferee") the Directors may, with the sanction of a Special Resolution of the Company or the Sub-fund or Class conferring either a general authority on the Directors or an authority in respect of any particular arrangement, receive in compensation or part compensation for such transfer or sale Units, or other like interests or property in or of the Transferee for distribution among the said Unitholders, or may enter into any other arrangement whereby the said Unitholders may in lieu of receiving cash or property or in addition thereto participate in the profits of or receive any other benefit from the Transferee.

21.11 FEES AND EXPENSES

| Investor Fees | Fees & Expenses |
|-----------------------|---|
| Subscription Fee | EUR 1,250 on the first subscription and 0.2% on the subscription amount of any subsequent subscription The minimum subscription fee may change by simple majority of votes cast at a general meeting or with the prior written approval of Unitholders of the relevant Investment Compartment. |
| Deferred Sales Charge | No charge |
| Redemption Fees | From 0 to 48 months: Lock-up period From 48 to 60 months: 1% From 60 months onwards: 0% The Redemption fee may change by simple majority of votes cast at a general meeting or with the prior written approval of Unitholders of the relevant Investment Compartment. |

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|-------------------------------|---|
| Introducer or Affiliate Fees | There may be Introducer or Affiliate Fees that will be borne by the affected investors. Such fees will be communicated to the affected investor of the relevant Investment Compartment before deciding to invest. Directors, Employees and other affiliates of the Fund External Manager may be recipients of such fees. |
| Annual Fees | |
| Management Fee | 0.8% per annum based on Gross Asset Value Subject to a minimum annual payment of EUR 72,000 payable monthly in arrears. |
| Depository Fee | <u>Safekeeping and Cash Monitoring Services</u> Depository fee is payable quarterly in advance and will be charged to the Umbrella AIF's account. The below fees correspond to the Umbrella Fund and will be allocated to each compartment at an equal basis: <ul style="list-style-type: none"> • For AuM 0-10 million the cost will be 6 000 (six thousand) Euro. The amount is flat and does not change no matter what is the amount between 0 and 10 million. • For AUM 10-20 million there is a fee of 3 bps which that equals to additional 3 000 (three thousand) Euro. • For AuM 20-30 million there is a fee of 2bps which that equals to additional 2 000 (two thousand) Euro. • For every 10 million there is an addition of 2bps which that equals to 2 000 (two thousand) Euro. |
| Administration Fee | 0.20% per annum based on the Gross Asset Value Subject to a minimum annual payment of EUR 4,800 payable monthly in arrears. |
| Distribution and Service Fees | No fee |
| Performance Fee | 20% of excess return above 7% benchmark target rate as an annual hard hurdle rate Performance fees are accrued monthly and paid yearly in arrears. |
| Directors' Fees | As indicated in the Offering Memorandum |
| Professional Fees | Calculated on a time-spent basis with no retainer |
| Investment Advisory Fee | No Investment Advisor has been appointed. Should one be appointed the Advisory Fee would be calculated on a special resolution |
| Transfer Fee | 0.1% calculated on the Net Asset Value of the transaction, paid by the investor receiving the units, to the External Manager of the Fund. Subject to a minimum payment of EUR 1,000. |

21.12 GENERAL

All management and performance fees will be verified by the Depositary prior to payment, once the Depositary has received all information enabling it to do so. The Sub-fund's Manager is also entitled to reimbursement by the Fund of all reasonable out-of-pocket expenses properly incurred in the performance of its services under the Investment Management Agreement.

The External Manager may delegate any of its management functions with the prior approval and in accordance with the requirements of the CySEC, to any person, firm or corporation provided that the External Manager shall be liable for any act or omission of any such person, firm or corporation as if such act or omission were its own.

21.13 SUB-FUND AND UNITHOLDER TAXATION ISSUES

The attention of investors is drawn to the relevant sections of the Offering Memorandum.

21.14 LAW AND JURISDICTION

21.14.1 ARBITRATION

Any Dispute required to be submitted to arbitration hereunder or which the Fund and the Unitholders (hereon individually the "Party" and jointly the "Parties") agree in writing to submit to arbitration, shall be presided over by one arbitrator (the "Arbitrator") pursuant to the procedure set forth in this Section and pursuant to the provisions of the Cypriot Law on International Arbitration (Chapter 102 (1)). If the provisions of this Section are inconsistent with the provisions of the Cypriot Law on International Arbitration and to the extent of such inconsistency, the provisions of this Section shall prevail.

Any Party may commence a proceeding for arbitration of a Dispute by making a demand for arbitration of a Dispute by sending a notice (the "Arbitration Notice") in writing to the other Parties setting forth the nature of the Dispute, the amount involved and the name of the arbitrator the initiating Party proposes to be appointed.

Within thirty (30) days after deemed receipt of the Arbitration Notice by the Party to whom it is sent, the Parties shall agree on the designation of an Arbitrator; should the Parties fail to do so, an Arbitrator shall be appointed by a judge of the Cyprus Courts, upon motion by any Arbitrator The Parties agree to exercise their commercially reasonable efforts to select, or have selected, an Arbitrator who has, objectively viewed, a reasonable level of expertise and experience related to the relevant matters in Dispute to be competent to resolve the matter appropriately.

Arbitration hearings shall be held in Nicosia, Cyprus and shall commence no later than fifteen (15) days after the appointment of the Arbitrator in accordance with the above. The decision of the Arbitrator shall be final, without appeal, and binding upon the Parties.

Each Party shall bear the costs and expenses of lawyers, consultants, advisors, witnesses and employees retained by it in any arbitration. The expenses of the Arbitrator shall be paid equally by the Parties unless the Arbitrator provides otherwise in its award.

21.15 LIQUIDITY MANAGEMENT

The sub-fund may invest in certain illiquid and hard to value investments, as part of its Investment Policy and as such, a special Pricing Policy will be established for those investments. When investing in assets of limited liquidity the External Manager shall use special techniques such as:

- d) apply a high standard of diligence in the selection and ongoing monitoring of investments;
- e) establish, implement and apply written policies and procedures on due diligence and implement effective arrangements for ensuring that investment decisions on behalf of the Sub-Fund are carried out in compliance with the objectives, the investment strategy and, where applicable, the risk limits of the Fund and the Sub-Fund; and
- f) review and update regularly the policies and procedures on due diligence referred to in point (b) above.

In addition, the External Manager shall also:

- f) set out and regularly update an investment portfolio consistent with the objectives of the Sub-Fund and accordingly adjusted to the specific market conditions;
- g) seek and select possible transactions consistent with the investment portfolio referred to in point (a);
- h) assess the selected transactions in consideration of opportunities, if any, and overall related risks, all relevant legal, tax-related, financial or other value affecting factors, human and material resources, and strategies, including exit strategies;
- i) perform due diligence activities related to the transactions prior to arranging execution;
- j) monitor the performance of the Sub-Fund with respect to the investment portfolio referred to in point (a).

The Sub-Fund will invest such amount in liquid assets as to ensure that it is able to meet its ongoing expenses and obligations. Furthermore, it may also hold cash or equivalents, or invest in liquid assets that are eligible for redemption at any time having regard to the lock up period provisions.

The External Manager may implement and may maintain adequate limits for the liquidity or illiquidity of the Sub-Fund consistent with its underlying obligations and redemption policy. Given the real estate and private equity nature of the Sub-Fund, the Sub-Fund's allocation in illiquid assets can be as high as 95% of its portfolio. In such cases, the External Manager may limit redemptions to 5% annually (for limits that range from 90% to 95% illiquid assets) as a liquidity management measure. In cases where the illiquid asset limit is between 70% to 89%, the redemption policy will limit redemptions to 10% annually. The percentage of illiquid assets will be placed inside pockets that allow redemptions upon liquidation of the asset. In cases where there is potential market or demand from buyers, the portfolio can be redeemed at 100%.

21.16 INVESTMENT POWERS AND RESTRICTIONS

There are no investment restrictions envisioned apart from the limitations set forth herein:

- e) The Sub-Fund will not duplicate the composition of any particular index and/or enter into OTC derivative transactions for such purposes.
- f) All investments will be made without limitations as long as the exposure of the Sub-Fund remains within the limits set forth by regulatory guidelines and overseen by the the Manager.
- g) Leverage, although not expected to be employed, in cases where it may be necessary in extreme cases will be achieved through borrowing which shall not exceed 50% of the NAV and will be

continually monitored by utilizing the Value at Risk (VaR) methodology and any other methodology utilized for measuring real asset and illiquid investments will be utilized alongside the VAR methodology and the VaR methodology will prevail for reporting purposes in accordance with all the relevant RAIF rules and regulations.

- h) Some of the Sub-Fund's assets may also be held on an ancillary basis in cash or cash equivalents, pending reinvestment, if this is considered appropriate to the objective of minimizing losses during volatile market conditions. Any such investments will not be held for speculative purposes but will be ancillary to the primary investment strategy of the Sub-Fund.

21.17 RISK PROFILE OF TYPICAL INVESTOR

An investment in the Sub-Fund is designated to be a long-term investment. Investors should not expect to obtain short-term gains from such an investment. The Sub-Fund is suitable for investors who can afford to set aside the capital for the long term and who seek an investment with a high-risk profile.

21.18 SPECIFIC RISK WARNINGS

The value of the Sub-Fund's assets is linked to a portfolio of illiquid securities, whose price may rise and fall over time. Hence, investors should note that the value of their investment could fall as well as rise and they should accept that there cannot be any guarantee that they will recover their initial investment, because they could potentially lose part of their initial investment.

General Business Considerations:

Foreign Investments: The Sub-Fund will focus in emerging markets. Any investment in a foreign country involves the risk of adverse political developments, including nationalization, confiscation without fair compensation, acts of terrorism or war. Furthermore, foreign jurisdictions may impose restrictions to prevent capital flight, which could make it difficult or impossible to exchange or repatriate foreign currency. In addition, laws and regulations of foreign countries may impose restrictions or approvals which would not exist in the investor's country of origin and may require financing and structuring alternatives which differ significantly from those customarily used in the investor's country of origin. The External Manager will analyze risks in the respective target markets before making such investments, but no assurance can be given that a political or economic climate, or particular legal or regulatory risks, might not adversely affect an investment by the Sub-Fund. It is likely that the risks referred to in this section are more prevalent in the target market than in most developed Western markets.

Currency Risk: The reference currency of the Sub-Fund may be different than the currency of the investments. Fluctuations in exchange rates between the reference currency and the relevant local currencies may directly or indirectly affect the value of the Sub-Fund's portfolios and the ultimate rate of return realized by the investors.

Future Investments Unspecified: Investors will be relying on the External Manager's ability to identify and acquire suitable investments. Such investments may be made over a substantial period of time and the Sub-Fund may face the risk of interest rate fluctuations and adverse changes in the real estate markets.

Competition: Although the External Manager believes that the Sub-Fund will be well positioned to take advantage of attractive investment opportunities, there can be no assurance that it will in fact be so positioned. The entry of additional investors into the segments of the real estate and private equity market in which the Sub-Fund will focus may reduce the number of opportunities available and/or adversely affect the terms on which investments can be made.

Country and Market Considerations:

Legal and Regulatory Risks: It is difficult to anticipate the impact of legislative and regulatory reforms on investments in which the Sub-Fund might invest. The process of legal and regulatory reform in the target market does not always coincide with market developments and this may result in ambiguities and inconsistencies, and, ultimately, in increased investment risk.

Tax considerations: The intention of the Sub-Fund is to structure its investments in a manner that is intended to achieve the Investment Objectives and to mitigate tax charges and duties in the country of investment and the countries in which intermediary companies are located, taking into account the tax laws, administrative practices, applicable double tax treaties and other rules which should be relevant in those countries. However, there can be no guarantee that the structure of the Sub-Fund or any investment will be tax efficient for a particular investor or that any particular tax status will be achieved.

Tax laws of a particular structure chosen might be questioned or might be subject to challenge by the relevant tax authority in the country concerned. Furthermore, tax laws may change, so that the tax consequences of a particular investment may adversely change after it has been made.

The Fund's intermediate subsidiary companies or the Investors may be subject to income taxes or other taxes in multiple jurisdictions outside of their country.

In addition, withholding tax or other taxes may be imposed on earnings of the Sub-Fund from investments in such jurisdictions. Local tax incurred in various jurisdictions by the Fund or entities through which it invests may not be creditable to or deductible by the investors.

Real Estate Considerations:

Risk of Real Estate Investments: Real estate values are affected by a number of factors, including changes in general economic climate, local conditions, property management, competition on rental rates, attractiveness and location of the properties, financial condition of tenants, buyers and sellers of properties, quality of maintenance, insurance and management services and changes in operating costs.

Real Estate Returns: Real estate historically has experienced significant fluctuations and cycles in value and market conditions may result in reductions in the value of investments. The returns available from investments in real estate depend to a large extent on the amount of income earned and capital

appreciation generated by the relevant properties as well as expenses incurred. If properties do not generate revenues sufficient to meet operating expenses, including debt service (if any) and capital expenditure, the Sub-Fund's income will be adversely affected. Income from properties may be adversely affected by factors beyond the control of the External Manager including changes in the general economic climate, local conditions such as oversupply of properties or a reduction in demand for properties in the market in which the Sub-Fund operates, the attractiveness of the Sub-Fund's properties to tenants, the quality and philosophy of management, competition from other available properties, and increased operating costs (including real estate taxes).

Other factors which may adversely affect the Sub-Fund's income include: the promulgation and enforcement of governmental regulations relating to land-use and zoning restrictions; environmental protection and occupational safety; unavailability of mortgage funds that may render the sale of a property difficult; the financial condition of buyers and sellers of properties; changes in real estate tax rates and other operating expenses; the imposition of rent controls or tenants' rights to new leases, energy shortages, supply shortages, risk of adverse political or social developments, including nationalization, expropriation of assets, confiscatory taxation, economic or political instability, acts of terrorism and war; various uninsured or uninsurable risks and acts of God, natural disasters and uninsurable losses.

In addition, income from properties and real estate values also are affected by such factors as the cost of regulatory compliance, interest rate levels and the availability of financing. The Sub-Fund's income would be adversely affected if a significant number of tenants were unable to pay rent or its properties could not be rented, or sold, as the case may be, on favorable terms. Certain significant expenditures associated with each investment in real estate (such as external financing costs, real estate taxes and maintenance costs) generally are not reduced when circumstances cause a reduction in income from the property.

Additional Costs/Risks Associated with Investments in Real Estate: There is a risk that the Sub-Fund could face substantial loss from environmental claims based on environmental problems on properties held directly or indirectly by the Sub-Fund as well as from occupational safety issues and concerns. Under the laws, ordinances and regulations of various jurisdictions, an owner of real property may be liable for the costs of removal or remediation of certain hazardous or toxic substances on or in such property. Such laws often impose such liability (which is generally not limited) without regard to whether the owner knew of, or was responsible for, the presence of such hazardous or toxic substances. The presence of such substances, or the failure to properly remediate contamination from such substances, may adversely affect the owner's ability to sell the real estate or to borrow using such property as collateral.

Real Estate Availability: The Sub-Fund's investment strategy is based, in part, upon the premise that the Real Estate Assets will be available for purchase by the Sub-Fund at prices and upon terms and conditions (including financing) which the External Manager considers favorable to the Sub-Fund. No assurance is given that the Real Estate Assets will be available for purchase by the Sub-Fund at prices and upon terms and conditions which the External Manager considers favorable.

Development/Refurbishment of Properties: The Sub-Fund may undertake development (including redevelopment), under the relevant investment restrictions, of Real property or invest in Real property that requires refurbishment prior to rental or disposal, as the case maybe. The risks of development, refurbishment or disposal include, but are not limited to (i) delays in timely completion of the project; (ii) cost overruns; (iii) poor quality workmanship; (iv) inability to rent or inability to rent at a rental level sufficient to generate profits and (v) inability to sell at a level sufficient to generate profits.

Possible Lack of Diversification: While the Sub-Fund expects to invest in a diversified array of investments, the Sub-Fund may participate in a limited number of investments and there can be no assurances concerning the diversification of the Fund's assets either by geographic region or asset type. If the Sub-Fund makes an investment in a single transaction with the intent of refinancing or selling a portion of the investment, there is a risk that the Sub-Fund will be unable to successfully complete such a financing or sale. This could lead to increased risk as a result of the Sub-Fund having an unintended long-term investment and reduced diversification. A limited degree of diversification increases risk because, as a consequence, the aggregate return of the Sub-Fund may be substantially adversely affected by the unfavorable performance of a single investment.

Returns of Hospitality Buildings: The returns available from investments in Hospitality Buildings depend to a large extent on the amount of income earned and capital appreciation generated by the relevant Hospitality Building as well as expenses incurred. If properties do not generate revenues sufficient to meet operating expenses, including debt service (if any) and capital expenditures, the Sub-Fund's income will be adversely affected. Income from Hospitality Buildings may be adversely affected by factors beyond the control of the Management Company and the Hotel Operator including changes in the general economic climate, local conditions such as oversupply or a reduction in demand for Hospitality Buildings, the attractiveness of the Sub-Fund's Hospitality Buildings to clients and tenants, the quality and philosophy of management, competition from other available hospitality buildings, and increased operating costs (including real estate taxes). Other factors which may adversely affect the Sub-Fund's income include: the promulgation and enforcement of governmental regulations relating to land-use and zoning restrictions; environmental protection and occupational safety; unavailability of mortgage funds that may render the sale of a property difficult; the financial condition of buyers and sellers of properties; changes in real estate tax rates and other operating expenses; the imposition of rent controls or tenants' rights to new leases, energy shortages, supply shortages, risk of adverse political or social developments, including nationalization, expropriation of assets, confiscatory taxation, economic or political instability, acts of terrorism and war; various uninsured or uninsurable risks and acts of God, natural disasters and uninsurable losses. In addition, incomes from Hospitality Buildings are also affected by such factors as the cost of regulatory compliance, interest rate levels and the availability of financing. The Sub-Fund's income would be adversely affected if a significant number of tenants were unable to pay rent or its properties could not be rented on favorable terms. Certain significant expenditures associated with each equity investment in real estate (such as external financing costs, real estate taxes and maintenance costs) generally are not reduced when circumstances cause a reduction in income from the property.

Potential Conflicts of Interest: The Sub-Fund may have or will have access to the managerial skills,

experience and relationships of the External Manager. The Manager believes that the Fund will benefit from this access. However, there may be potential conflicts inherent in the proposed structure of the Fund and its manager when managing similar investments.

Liquidity Risk: The Sub-Fund may have a risk that a particular investment may be difficult to purchase or sell and that the Sub-Fund may be unable to sell illiquid securities at an advantageous time or price or achieve its desired level of exposure to a certain sector. Liquidity risk may result from the lack of an active market, reduced number and capacity of traditional market participants to make a market for such assets.

Interest Rate Risk: Unexpected fluctuations in interest rates could materially adversely affect the performance of the assets of the Sub-Fund.

Use of Leverage: Use of leverage exposes the Sub-Fund to the potential of multiple gains, but so too leverage can drastically multiply losses.

Negligence of Third Parties: The operation and management of real estate properties requires the involvement, but not limited to, of real estate agents and brokers, which may cause the Company to sustain an economic loss as a result of their acts, negligence or omissions for which the Company has no control over.

Suitability of Investment: Potential investors should consider carefully whether an investment in the Sub-Fund is suitable in view of their personal circumstances and financial resources. Potential investors are not to construe the contents of the Offering Memorandum as tax, business or legal advice. A prospective investor should consult with its own legal, business and tax advisers to determine the appropriateness and consequences of an investment in the Sub-Fund.

Dividends: Prospective investors should note that payment of any future dividends is not guaranteed and will be at the discretion of the External Manager after taking into account various factors including the Sub-Fund's operating results, financial condition and current and anticipated cash needs.

Term: Investors should be aware that an investment in the Sub-Fund should be viewed as medium to long term. An investment in the Sub-Fund should not constitute a substantial proportion of an investment portfolio and may not be appropriate for all investors.

Funding Risk: The unpredictable timing of cash flows over the life of a fund poses funding risk for the Unit holder. Fund managers call most or all of the committed capital over the investment period of the Sub-Fund, and Unit holders have to meet their commitments within a fixed short notice period. Because commitments are contractually binding a Unit holder who cannot meet his obligations is forced to default on payments and lose a substantial portion of his share in the Sub-Fund. In practice negotiations can occur between the Unit holder and the Fund Manager of the Sub-Fund to adapt the size of the Sub-fund and the capital call requirement.

Portfolio Risk: The Sub-Fund will participate in a limited number of investments. As a consequence, the aggregate return of the Sub-Fund may be substantially adversely affected by the unfavorable performance of relatively few investments.

Risks Relating to the Disposition of Investments in Portfolio Companies: In connection with the disposition of an investment in a portfolio company or otherwise, the Sub-Fund may be required to make representations about the business and financial affairs of the portfolio company typical of those made in connection with the sale of any business. The Sub-Fund may also be required to indemnify the purchasers of such portfolio company to the extent that any such representations turn out to be inaccurate. These arrangements may result in contingent liabilities, which might ultimately have to be funded by the Unitholders to the extent of their Capital Contributions to the Sub-Fund or previous distributions made to them.

Private Equity Considerations:

Liquidity Risk: Unit holders can sell their stakes in private equity Funds to fund their open commitments. However, the secondary market for private equity investments is relatively small and highly inefficient. The characteristics of the secondary market expose investors to asset liquidity risk. Moreover, secondary market prices are often influenced by factors beyond the fair value of the Fund which often translate in discounted price. For instance, investors selling from a distressed position often have to accept discounts to reported NAV.

Market Risk: For private equity as an illiquid asset class the treatment of market risk poses conceptual challenges. The key is to define value and how market fluctuation has an impact on it. There are two principal methods for valuing an asset. The first is its current market valuation, or an estimate of what that might be. The second is the present value of the estimated future cash flows from that asset. Normally liquidity and arbitrage in the market force these two alternative methods of valuation into close alignment; lack of liquidity and other market dis-functionalities cause these two alternative approaches to diverge, occasionally sharply and this is most clearly observed in secondary Private Equity transactions.

Fair Value estimates in private equity are based on the concept of an “orderly transaction”, which assumes that buyers and sellers are not acting under any compulsion to engage in the transaction, both parties have reasonable knowledge of relevant facts and the ability to perform sufficient due diligence to make an orderly investment decision. Assessing the limited partner’s ability to conduct an orderly transaction is key to ensuring market risk is properly accounted for in a funding test on such an illiquid asset class. Where the limited partner is able to conduct an orderly transaction, a sale will be accepted if the price exceeds the present value of the estimated future cash flows. Discounts observed in the secondary markets are rarely caused by deterioration in the fund’s value but often rather reflect the inability of some limited partners to execute an orderly transaction as they lack the necessary liquidity.

Capital Risk: In addition to the risk of losing invested capital due to liquidity constraints, private equity investors face the long-term risk of not recovering the value of their invested capital at realization. This long-term capital risk can be affected by a number of factors:

- **Manager quality:** The ability of managers to create value and extract cash from investee companies varies greatly across the industry. Therefore, good manager selection is of paramount importance for private equity investors. It is also important for investors to keep track of key personnel changes at the fund manager and other potential developments that can affect quality of management.
- **Equity market exposure:** Low equity valuations make it difficult for managers to exit at high prices. However, managers have full discretion as to the timing of divestments from investee companies within the lifetime of the fund and can wait for better or acceptable market conditions to exit their investments.
- **Interest rates and refinancing terms:** Private equity investments can be leveraged, and private equity managers might need to refinance the maturing liabilities of the investee companies. Substantial changes in interest rates can affect the value of investee companies and the distributed capital to investors.
- **Foreign exchange exposure:** the value of private equity investments can be affected by foreign exchange volatility where there is a mismatch between the reporting currency of the investor and the functional currencies of the Fund.

Lack of Investment Liquidity: The Fund's investments may be made in securities of privately held companies, for which there is no public market. In addition, securities of public companies held by the Fund may be subject to restrictions on transferability and may not be registered for trading. Accordingly, these investments will be illiquid and difficult to value and sales of securities of portfolio companies may not be possible. There is also the risk that the Fund will be unable to meet its investment objectives by sale or other disposal at attractive prices or otherwise be unable to execute a successful exit strategy. As a result, distributions to Unitholders may take the form of distributions of securities, some or all of which may be illiquid or restricted.

THE RISKS DESCRIBED IN THIS SUPPLEMENT ARE NOT EXHAUSTIVE AND YOU SHOULD BE AWARE THAT THE SUB-FUND MAY BE EXPOSED TO OTHER RISKS OF AN EXCEPTIONAL NATURE FROM TIME TO TIME.

21.19 UNITS

The Sub-Fund will issue Units with no nominal value but offered at initial price of 10 Euro each for a limited period of time and following issue their value will fluctuate in accordance with the Net Asset Value.

This Sub-Fund will issue only one class of investor Units denominated in Euro currency or other currencies. This Sub-Fund will issue Units in registered form. There will not be any fractional Units issued to investors.

Title to Registered Units is evidenced by entries in the Investor's Unitholder register. Unitholders will receive confirmation notes of their Unit holdings.