

*The Directors whose names appear under "Directors of the company" accept responsibility for the information contained in this document. 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 document is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.*

# SATURN FUND LTD.

## OFFERING MEMORANDUM

**10 June 2020**

This memorandum does not constitute an offer to sell or a solicitation of an offer to buy shares in the company in any jurisdiction to any person to whom it is unlawful to make such an offer or sale. An investment in the company is speculative and is not intended as a complete investment programme.

**SATURN FUND LTD.**  
Registered Office:  
Trust House  
112 Bonadie street  
Kingstown, Saint Vincent  
Tel.: [+ 1 784] 457 1145  
Fax: [+ 1 784] 457 1961



## I INTRODUCTION

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This Document is the Offering Memorandum for "Saturn Fund Ltd.", and relates to a continuous offering of up to 100,000,000 Non-Voting Participating Preference Shares ("Investor Shares"). The fund attributable to these Investor Shares is referred to herein as the "Fund". Saturn Fund Ltd. (the "Company") was incorporated under the laws of Saint Vincent and the Grenadines on the Incorporation 19 July 2016, as an open-ended investment company and limited liability and registered as a Public Mutual Fund under the Mutual Funds (Amendment and Consolidation) Act, 1998. The Initial Offer is made on the Launch Date, at the Initial Offer Price of USD 100.- resp. EUR 100.- per Investor Share and, thereafter, on the Subscription Day at the prevailing Subscription Price.

The registered office of the Company is at Trust House, 112 Bonadie Street, Kingstown, St. Vincent.

Date of Publication	19 July 2016	
Directors of the Company	Mr. Thomas Limberger 302 Chart House 6 Burrells Wharf Sq. London E14 3 TN United Kingdom	
	Mr. Robert Schimanko Sihlbruggstrasse 61 6340 Sihlburgg Switzerland	
Registered Agent / Office	St. Vincent Trust Service Limited Trust House 112 Bonadie Street Kingstown, Saint Vincent	
Investment Manager	Pluto Fund Management Ltd. Trust House 112 Bonadie Street Kingstown, Saint Vincent	
Fund Administrator	CAIAC International Ltd. Trust House 112 Bonadie Street P.O. Box 613 Kingstown, Saint Vincent	European Mailing Address: Unit 10329 P.O. Box 6945 London W1A 6 US Great Britain
Banker / Custodian Transfer Agent	Banque Havilland (Liechtenstein) AG Austrasse 61 9490 Vaduz Liechtenstein	
Auditors	ABACOR Revisions AG Alte Steinhäuserstrasse 1 6330 Cham Switzerland	

## II USEFUL INFORMATION

Share Class	Class USD	Class EUR
ISIN Number	VCP852141073	VCP852141156
Valor Number	33952161	47435239
Reference Currency Share Class	USD	EUR
Reference Currency Fund	EUR	
Duration	Indeterminate period	
Initial Offer Price	USD 100.-	EUR 100.-
Minimum Initial Subscription	USD 5'000.-	EUR 5'000.-
Valuation Day	Last day of each month	
At the sole discretion of the Directors there may be determined further Valuation Days (see fig. 7)		
Valuation Interval	Monthly	
Deadline for Subscriptions	Valuation Day, 4 pm (CET)	
Deadline for Redemptions	Valuation Day, 4 pm (CET)	
End of Financial Year	31 December	

Disclosure of the fees, types of fees for the account of the investor		
Share Class	Class USD	Class EUR
Maximum Subscription Fee	0% in favour of the distribution	
Maximum Redemption Fee	2% in favour of the Company	

Disclosure of the ongoing fees, types of fees for the account of the Fund		
Share Class	Class USD	Class EUR
Maximum Administrative Commission	0.15% p.a. or minimum CHF 25'000.- p.a. add. CHF 2'500.- for each share class 0.10% p.a. (above EUR 100mn)	
Maximum Custodian Fee	0.10% p.a. or minimum CHF 10'000.- p.a.	
Maximum Management Fee	1.50% p.a.	
Performance Fee	15%	
Hurdle Rate	None	
High Watermark	Yes	

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### III NOTICES

The Investor Shares offered pursuant to this Offering Memorandum will be issued only on the basis of the information and representations contained in this Offering Memorandum, including the Appendices attached hereto, and no other information or representation has been authorised. Any subscription made by any person on the basis of statements or representations not contained in this Offering Memorandum or inconsistent with information contained herein shall be solely at the risk of the subscriber. Neither delivery of this Offering Memorandum nor anything stated herein should be taken to imply that any information contained herein is correct at any time subsequent to the date hereof.

#### St. Vincent and the Grenadines Mutual Funds Law

The Company is licensed and qualifies as a public fund under the Mutual Funds (Amendment and Consolidation) Act, 1998 (as amended) (the "Act") of Saint Vincent and the Grenadines (a "Public Fund") and accordingly will be regulated in terms of that Law. As a Public Fund, the Company is required to be registered under the Act prior to the commencement of its business and will be required to pay an annual registration fee of (currently approximately US\$800). Within Saint Vincent and the Grenadines the Investor Shares offered pursuant to this Offering Memorandum may not be sold to or purchased by a Saint Vincent Person, other than a Saint Vincent International Business Company.

The obligations of the Company are:

- a) to register and license the Company with the Registrar of Mutual Funds (the **Regulator**) in St. Vincent and the Grenadines;
- b) to file with the Regulator prescribed details of this Memorandum and material changes to it and any changes to any licensed mutual fund administrator employed by the Company;
- c) to file annually with the Regulator accounts audited by an approved auditor; and
- d) to pay on registration and annually thereafter (currently approximately US\$800) a prescribed registration fee.

As a regulated mutual fund, the Company will be subject to the supervision of the Regulator and the powers exercisable by the Regulator under the Act. The Regulator may take certain actions if it believes that:

- a) a regulated mutual fund is or is likely to become unable to meet its obligations as they fall due;
- b) a regulated mutual fund is carrying on or is attempting to carry on business or is winding up its business voluntarily in a manner that is prejudicial to its investors or creditors;
- c) a regulated mutual fund's direction or management has not been carried on in a fit and proper manner; or
- d) a person holding a position as a director, manager or other officer is not a fit and proper person to hold their respective position.

The powers of the Regulator include, inter alia, the power to ask the Directors to give such information or such explanation in respect of the Company as the Regulator may reasonably require to enable it to carry out its duty under the Act.

The Directors must give the Regulator access to or provide at any reasonable time all records relating to the Company and the Regulator may copy or take an extract of a record to which it is given access. Failure to comply with these requests by the Regulator may result in substantial fines being imposed on the Directors and may result in the Regulator applying to the court to have the Company liquidated. The Monetary Authority is prohibited by the Act from disclosing any information relating to the affairs of a mutual fund other than disclosure required for the effective regulation of a mutual fund or when required to by law or by a court having jurisdiction over the Regulator.

#### General Information

- a) The Company was incorporated on 19 July 2016 (former named as Satis Alpha Fund Ltd.) in St. Vincent and the Grenadines under the provisions of the Companies Law as an international business company with limited liability (registered no. 23531 IBC 2016).
- b) There are no outstanding options or any special rights granted by the Company over any Shares.
- c) No share or loan capital of the Company is under option or agreed conditionally or unconditionally to be put under option and no Shares have been issued or are proposed to be issued for a consideration other than cash.
- d) No commissions, discounts, brokerages or other special terms have been granted by the Company in connection with the issue or sale of any of its Shares.
- e) The Company is not party to any litigation, arbitration or claim and, so far as the Directors are aware, none are pending or threatened against it.
- f) The Company does not, nor does it expect to, have any employees.

Prospective investors should inform themselves as to the legal requirements and tax consequences within the countries to whose jurisdiction they may be subject for the acquisition, holding or disposal of Investor Shares and any foreign exchange restrictions which may be relevant to them. Investor Shares which are acquired by persons not entitled to hold them in accordance with the provisions contained in this Offering Memorandum may be compulsorily redeemed. No Investor Shares may be transferred without the prior written consent of the Directors.

## Distribution

The distribution of this Offering Memorandum may be restricted by law in certain countries. Persons to whose attention this Offering Memorandum may come are required to inform themselves of and to observe any such restrictions. This Offering Memorandum does not constitute an offer or solicitation to any person in any jurisdiction in which such an offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

### a) Within Saint Vincent and the Grenadines

The Investor Shares offered pursuant to this Offering Memorandum may not be sold to or purchased by a Saint Vincent Person, other than a Saint Vincent International Business Company.

As used herein, "Saint Vincent Person" means:

'Resident' defined in section 2 of the International Business Companies (Amendment and Consolidation) Act 2007, including a natural person who is ordinarily resident and subject to income tax in St. Vincent under general principles as income taxation; a trust, company, partnership, limited partnership or other body, incorporated, established, formed or organised under the laws of St. Vincent, the majority of shares or other ownership of which is legally or beneficially owned, directly or indirectly by persons who are resident in St. Vincent; any other trust, corporation, partnership, limited partnership or other entity who or which is a resident of, or ordinarily resident or domiciled in St. Vincent under general principles of income taxation; but does not include an international trust registered under the International Trusts Act, an international business company incorporated or continued under the International Business Companies (Amendment and Consolidation) Act 2007, an international insurance company licensed under the International Insurance (Amendment and Consolidation) Act, a mutual fund licensed under the Mutual Funds (Amendment Act) 1998, or an international bank licensed under the International Banks Act;

### b) Within the United States of America

The Investor Shares offered pursuant to this Offering Memorandum have not been registered under the United States Securities Act of 1933 as amended, nor under any US State securities laws and therefore may not be sold to any US persons, except by any transaction which does not violate United States securities laws. The Directors have determined that, at their sole discretion and subject to certain exceptions with respect to US tax exempt persons, the Investor Shares offered hereby may not be offered, sold or transferred directly or indirectly in the United States or for the benefit of any US Person, or to any person purchasing such securities for re-offer, re-sale or transfer in the United States or for the benefit of any US Person.

As used herein "US Person" means:

- (i) a citizen of the United States;
- (ii) a natural person who is a resident of the United States; or
- (iii) "A United States Person" as defined in Regulation S promulgated under the United States Securities Act of 1933, as amended, or in the United States Internal Revenue Code of 1986, as amended, excluding a United States Person who is a "Qualified Purchaser" as this term is defined in Section 2 (a) (51) of the United States Investment Company Act, 1940.

The Investor Shares have not been approved or disapproved by the U.S. Securities and Exchange Commission or any State securities commission nor has the Securities and Exchange Commission or any State securities commission passed upon the accuracy or adequacy of this Offering Memorandum. Any representation to the contrary is a criminal offence within the United States.

No person is authorised to make representations or give any information with respect to the Company or the offering of Investor Shares made hereby, unless authorised by the Administrator or the Directors.

This Memorandum supersedes any written or verbal information relating to any offering of Investor Shares issued prior to the date of this Memorandum.

Prospective investors are not to construe the contents of this memorandum as legal, tax or investment advice. Important - if you are in any doubt about the contents of this memorandum you should consult your stockbroker, bank manager, counsel and attorneys, tax advisers, accountants and/or other advisers regarding an investment in the fund.

Prospective investors and their representatives, if any, are invited to ask questions of, and to obtain additional information from the Administrator or the Investment Manager concerning an investment in the Fund, the terms and conditions of this Offering Memorandum and other matters (including additional information to verify the accuracy of the information in this Offering Memorandum). Such information will be supplied to the extent that the Administrator or the Investment Manager possesses or can acquire it without unreasonable effort or expense.

Investment in the company involves a degree of risk and is considered only appropriate for sophisticated investors who can afford the risks associated with equities, bonds, futures, commodities, currencies, options and other derivatives trading. The investor's financial condition must be such that he is capable of losing his entire investment in the company without a material adverse effect on his standard of living or that of his family. Prospective investors should be aware that the value of investments as reflected in the net asset value per investor share and the income there from (if any) can go down as well as up and the attention of investors is drawn to risk factors (see Section 5).

The minimum initial subscription in the Class USD is USD 5'000.- resp. Class EUR is EUR 5'000.-. This minimum can be waived at the sole discretion of the Directors. The Administrator, on the instruction of the Directors, may reject a subscription for any reason and is not obliged to disclose the reason, or reasons, for rejecting any subscription application.

Subscribers will be required to complete the Subscription Agreement and Application Form. A subscriber may be required, upon the request of the Administrator, to provide such information, as the Administrator deems necessary to substantiate the accuracy of the subscriber's representation.

Neither delivery of this Offering Memorandum nor anything stated herein should be taken to imply that any information herein contained is correct at any time subsequent to the date hereof.



## IV DEFINITIONS

All references herein to a specific time of day are to Saint Vincent and the Grenadines time.

A reference to money in herein is a reference to the currency of the EURO (EUR) unless expressly and unambiguously stated to the contrary herein.

This Offering Memorandum may be translated into German and other foreign languages, as the case may be. Any such translation shall be a direct translation from this English language version of the Offering Memorandum. In any case of dispute with regard to the text of this Offering Memorandum, the English version shall prevail.

<b>Articles of Incorporation</b>	the Articles of Incorporation of the Company as originally framed or as from time to time amended.
<b>Authority</b>	Saint Vincent International Financial Services Authority (IFSA)
<b>Board</b>	the Board of Directors of the Company
<b>Broker</b>	means such broker as may be appointed by the Company from time to time
<b>Business Day</b>	any day except Saturdays and Sundays on which banks in Saint Vincent and the Grenadines are open for banking business
<b>By-Laws</b>	the By-Laws of the Company as amended from time to time
<b>Calculation Day</b>	the day on which the NAV is calculated
<b>Company</b>	Company means Saturn Fund Ltd. as per the International Business Companies (Amendment and Consolidation) Act 2007
<b>Custodian</b>	the bank or broker that holds the assets of the fund in custody
<b>Director</b>	a member of the Board of Directors of the Company
<b>Euro/EUR</b>	Euro, the lawful currency of the European Union
<b>Fund</b>	the assets of the Company comprising the assets and liabilities of the Company that are attributable to the Shares (Investor Shares) which are the subject of this Offering Memorandum
<b>Fund Act</b>	the Mutual Fund Act, 1997 as amended by the Mutual Funds (Amendment) Act, 1998, of Saint Vincent and the Grenadines, as revised or amended from time to time
<b>General Shares</b>	the shares of the General Class Investments any investment authorised by the By-Laws of the Company or this Offering Memorandum
<b>Investor Shares</b>	Non-Voting Participating Preference Shares
<b>Members</b>	the holders of General Shares
<b>NAV</b>	the Net Asset Value of the Company or of the Fund, as appropriate
<b>NAV Per Investor Share</b>	the NAV of the Fund divided by the number of issued and outstanding Investor Shares
<b>Offering Memorandum</b>	all constituent parts of this Offering Memorandum including the Appendices
<b>Redemption Day</b>	the day on which the Shareholder causes its Shares to be redeemed by the Company
<b>Redemption Price</b>	the price paid on redemption of Investor Shares
<b>Remitting Bank/Financial Institution</b>	the bank or financial institution from which a Subscriber's subscription monies are sent to the Fund
<b>Share Register</b>	the principal register maintained by the Company at its Registered Office in which are entered the names and addresses of the Shareholders and their respective shareholdings in the Company
<b>Shareholders</b>	the holders of the Investor Shares
<b>Shares</b>	unless otherwise stated, the General Shares and Non-Voting Participating Preference Shares
<b>Subscriber</b>	any person who subscribes for Investor Shares pursuant to this Offering Memorandum
<b>Subscription Day</b>	the day upon which Investor Shares may be subscribed
<b>Subscription Price</b>	the price at which Investor Shares may be subscribed on any Subscription Day
<b>Swiss Franc/CHF</b>	Swiss Francs, the lawful currency of Switzerland
<b>The Act</b>	International Business Companies (Amendment and Consolidation) Act 2007
<b>US Dollar/USD</b>	US Dollars, the lawful currency of the United States of America
<b>US/USA/United States</b>	the United States of America, its states, territories or possessions, or an enclave of the United States government, its agencies or instrumentalities
<b>Valuation Day</b>	the day of which the closing prices will be used for calculation of the NAV

Potential investors should note that the above definitions are used for convenience only and that the Company, inter alia, has the right, under the terms of the relevant Agreements, to terminate the appointment of various participants and to appoint other persons in their stead.

## 1 STRUCTURE OF COMPANY - CLASSES OF SHARES

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The Articles of Incorporation of the Company empowers the Directors to amend the By-Laws so as to create different classes of Shares from time to time. This Memorandum is specific to the Non-Voting Participating Preference Shares.

The Company is, on the date of this Offering Memorandum, authorised to issue up to 100,000,000 Non-Voting Participating Preference Shares.

All of the General Shares have been issued to the Investment Manager. The holders of the General Shares shall be entitled to attend and vote at all General Meetings and to take any action by written resolution. General Shares carry one (1) vote each on a poll, and carry the right to dividends and to participate in the profits of the General Shares only. The General Shares do not carry any right to dividends or other rights to participate in the profits of the Share Classes and, in the event of liquidation of the Company shall have no rights to share in the profits or assets of the Share Classes or the return of paid-up capital other than after all amounts due to the holders of Non-Voting Participating Preference Shares. Non-Voting Participating Preference Shares shall herein be referred to as "Investor Shares".

Investor Shares have all powers and rights generally pertaining to Shares in the Company under the Act except that Investor Shares shall not carry voting rights. Investor Shares in the Company shall be issued as registered shares. On a Subscription Day, the Directors may from time to time create and issue additional Investor Shares at the Net Asset Value per Investor Share.

Subject as described in this Offering Memorandum, the Directors may redeem the aggregate value of any Investor Shares as of such Redemption Day. Investor Shares are entitled to full participation in profits of their respective class. The Investor Shares do not carry a right of pre-emption.

When issued, all Investor Shares will be fully paid and non-assessable. There are no outstanding options or any special rights relating to any Investor Shares or General Shares, nor have the Directors agreed conditionally or unconditionally to put Investor Shares or General Shares under option.

The net proceeds from the issue of Investor Shares will be segregated into the Fund (herein after referred to as the "Fund") in the books of the Company. All income, profits and gains earned on the assets of the Fund shall accrue to such Fund and all expenses and liabilities related to the Fund shall be charged to and paid from either the Fund in question directly or by the General Share Class, and then charged to the Fund in question. The Directors will ensure that the trading results of the Fund will have no effect on the value of any other Fund and the trading results of any other Fund will have no effect on the value of this Fund by ensuring that the Funds remain segregated.

All expenses of the Company not directly attributable to a specific Fund nor to the General Share Class, will be allocated to all Funds pro rata to the net asset value of each Fund. To the extent that the assets of a particular Fund are insufficient to discharge all the debts arising from that Fund, creditors may have recourse to the assets of the General Share Class, but not of any other Funds.

Each reference in this Offering Memorandum to the "Saturn Fund Ltd." shall be a reference to the Fund attributable to the Investor Shares.

### **Dividends and Distributions**

As the investment objective of the Company is long-term capital growth, all earnings, dividends and other distributions of whatever kind as well as net realised capital gains arising from the Company's investments shall be reinvested automatically by the Investment Manager pursuant to the investment policy of the Company for the benefit of the Shareholders. Accordingly, it is not the present intention of the Manager to declare dividends or other distributions in the Company.

## 2 INVESTMENT OBJECTIVES

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### **Investment target**

The Saturn Fund Ltd. invests its assets in accordance with the principle of risk diversification mostly in equities and derivative financial instruments.

The investment objective of the fund is to generate a long-term increase in value by means of opportunistic investments. The fund's individual assets may have a short to long-term investment horizon, and both long and short positions can be adopted. Investments may be made throughout the entire world, in all freely-convertible currencies and economic sectors. The fund's capital is focused on securities, derivative financial instruments and other investments, as follows:

The fund's investment policy deliberately allows the greatest possible level of freedom. Investment can be made in all capital and money market instruments including shares, holdings similar to shares, money market investments, bonds, convertibles and option bonds. In addition an investment in shares and equity papers from local and abroad companies, both as majority and minority shareholder is allowed. Thereby it is insignificant if those are traded on a listed, regulated or non-listed market. The attempt is to identify companies with solid, long-ranged development potential. The Fund is allowed to focus on one or few participations.

The fund is also free to invest in futures or options, in compliance with the investment regulations and restrictions appearing in the offering memorandum.

The fund pursues a multi-style strategy. By this virtue the fund is able to react rapidly and flexibly to changing market conditions and allowing various strategies to be very effectively implemented depending on the market position. Furthermore, the fund is not oriented to a certain index or benchmark.

The Fund is allowed to use short-selling and derivative financial instruments.

Charges and expenses in connections with the Fund are not made uniformly throughout its life and it is possible that an investor may not receive back the full amount of its investment.

**THERE CAN BE NO ASSURANCE THAT THE COMPANY'S INVESTMENT OBJECTIVE AND POLICIES WILL ACHIEVE PROFITABLE RESULTS. AS A RESULT OF INVESTMENT RISKS, AN INVESTOR MAY LOSE ALL OF THE CAPITAL IT HAS INVESTED IN THE COMPANY. IN ADDITION, THE INVESTMENT OBJECTIVE AND POLICIES OF THE COMPANY MAY NOT BE ACHIEVED DUE TO CIRCUMSTANCES ARISING AT THE UNDERLYING FUND LEVEL.**

### 3 PARTIES

#### 3.1 Directors

**The Directors of the Company have overall authority over, and responsibility for, the operations, strategic decisions and management of the Company. The Company has however, delegated the duties of (but not the ultimate responsibility for) the day to day management of the Company and its investments and the distribution of the Company to the Investment Manager, the administration of the Company to the Administrator and the custody of the assets of the Company to the Custodian on the terms of the Investment Management Agreement, the Administration Agreement and the Custodian Agreement respectively. The Directors of the Company are:**

Mr. Thomas Limberger  
302 Chart House  
6 Burrells Wharf Sq.  
London E14 3TN  
United Kingdom

Thomas Limberger was born on July 22<sup>nd</sup>, 1967 in Bad Homburg v.d.H. Germany. He completed his German Abitur in Bad Homburg, Kaiserin Friedrich Gymnasium. He then studied business administration in France and in the United States. He holds a Bachelor of Science and Business Administration (B.S.B.A.) and in 1994 concluded his studies in "Finance and Strategic Management" with a Master of Business Administration. He is an alumnus of the French Grande Ecole Institut Supérieur de Gestion and Harvard Business School.

After his MBA Limberger began his professional career in 1996 at Fresenius AG. Following the takeover of National Medical Care in the USA, Fresenius Medical Care AG was formed, in which Limberger held various management roles until 2001.

In January 2001 he left Fresenius Medical Care AG and took a position on the management board of General Electric Germany. He was responsible for the Industrial business division. In 2002 he became CEO of General Electric Germany, Austria and Switzerland (Central Europe). In this role he was responsible for all General Electric's activities in Central Europe with 11,000 employees. It was under his management, that the region's revenues doubled to \$6.5 billion and earnings tripled. He was also at the helm during the integration of Allbank (where he was Chairman of the Board until 2005) and the building of a Global GE Research Facility on the Technical University of Munich campus.

His engagement and economic position brought him into contact with the political scene in Berlin. (President of Germany) Johannes Rau mentioned Limberger in as speech to the German Foundation as an example of a businessman, who recognizes the significance of location and so invests successfully. In other discussions with the political leadership – including (German Chancellor ret.) Gerhard Schroder, (German Chancellor) Angela Merkel, (German Foreign Minister) Frank-Walter Steinmeier – he is always stating his opinion on European economical development and the importance of high-tech development in the region.

In May 2004, Limberger was elected by a general meeting to the board of OC Oerlikon AG. One year later, after a change in key shareholders, he became CEO and Vice President of the board. Limberger took on this position despite the stressful insolvency and led a successful restructuring of the firm. As part of his first initiative there was a centralisation of management (seven different kinds of interface technology for semi-conductors) as well as stringent cost management. He led the company out of the red (a loss of 340 million Swiss francs in 2004) and had by 2006 already achieved a record profit of 320 million Swiss francs. Due to these efforts and the surge in Oerlikon shares, the company won the Dow Jones EUROSTOXX 500 prize for the best stock in Europe. The business and tabloid press styled Limberger as part of a new generation of managers. German newspaper Handelsblatt described Limberger and his management style as "Jack Welch of the Alps". The Financial Times Deutschland followed up with a portrait entitled "Zack, Zack" and shortly afterwards Die Zeit referred to him as a successful but somewhat different "Whirlwind".

From 2007 until 2011, Thomas Limberger was President and CEO at Von Roll. With a company history of 204 years, Von Roll is a world leader in insulation products and systems for the electrical machinery industry as well as for composite materials and parts for various industrial applications. Limberger successfully turned the company into a market leader in the industry with a sales growth of 33% and an EBIT growth of 103% (CAGR 2006-2008). The share performance of the company increased by five times during this period.

In 2011 Thomas Limberger founded a private investment group, SilverArrow Capital, focusing on industrial growth sectors, real estate and infrastructure projects supported by a leading global advisory and operations team. SilverArrow Capital LLP is authorized and regulated by the UK Financial Conduct Authority. Thomas as an individual is also authorized and regulated by the FCA. With a deal flow of over \$16 billion in recent years, Limberger has established himself as one of the leading activist players in the industry.

Thomas Limberger is married with three children.

Mr. Robert Schimanko  
Sihlbruggstrasse 61  
6340 Sihlburgg  
Switzerland

Robert Schimanko was born in 1965 in Vienna and educated in Austria. He started his career at Bank Austria (formerly Österreichische Länderbank) in the securities division. He was appointed Head of International Bonds in 1989 and served there until 1995. During that period he had trainings at Banque d'Escompte in Paris, Refco in Chicago, Merrill Lynch in New York and Dominion Securities in Toronto. He was principal delegate at AIBD and ISMA for Österreichische Länderbank, as well as for Bank Austria Creditanstalt. Between 1996 and 2000 he headed the Sales activities of Bank Austria Creditanstalt, as well as the Sales activities of Investmentbank Austria, both in Vienna. Between 2000 and 2002 he was head of Sales for Euro Invest Bank AG in Vienna and in 2002 he became Managing Partner for RRS Capital Strategies Services GmbH. At RRS he was also the Portfolio Manager of EDGAR (a public UCITS fund) from July 1, 2005 (inception) until April 30, 2006. In 2006 he redomiciled to Switzerland and started Prime Capital Management, his new company in November 2006. The fund PRIME ONE was founded in November 2006 by Prime Capital Management in Vaduz. The fund is a FMA-regulated fund and also an investment fund for qualified investors. Robert Schimanko is specialized in managing worldwide equities as well as corresponding derivative markets. 2010 he relocated the company from Liechtenstein to Switzerland. Now he is Chief Executive Officer and Asset Manager of Prime Capital Management AG in Baar, Switzerland, [www.primecapital.ch](http://www.primecapital.ch).

### 3.2 The Investment Manager

Investment decisions affecting the fund are delegated to

Pluto Fund Management Ltd.  
Trust House  
112 Bonadie Street  
Kingstown, Saint Vincent

The Directors of Pluto Fund Management Ltd. are:

Mr. Robert Schimanko: Please see the Curriculum Vitae under section 3.1.

Mr. Thomas Limberger: Please see the Curriculum Vitae under section 3.1.

### 3.3 The Administrator

The Directors have defined CAIAC International Limited as the Administrator (the "Administrator") of the Company, The administrator was incorporated in Saint Vincent and the Grenadines on the 20th December 2009 in order to provide services as an administrator and provide corporate secretarial services to funds, investment companies and other collective investment undertakings.

The Administrator is inter alia responsible for the calculation of the NAV of the shares of the company and the provision, on behalf of the company, of all administrative and accounting services which it requires..

It should be noted that, in providing services as an administrator, the Administrator does not act as a guarantor of the Investor Shares herein described. Moreover, the Administrator is not responsible for any trading or investment decisions of the Fund (all of which will be made by the Investment Manager), or for the effect of such trading decisions on the performance of the Fund.

The directors of CAIAC International Limited are Thomas Jahn and Susanna Jahn.

### 3.4 Banker

Banque Havilland (Liechtenstein) AG, Austrasse 61, 9490 Vaduz, Liechtenstein serves as Banker.

The Company will maintain an account with the Banker for the receipt of subscriptions and the payment of redemptions and expenses.

It should be noted that, in providing services as a banker, the Banker does not act as a guarantor to the Investor Shares herein described. Moreover, the Banker is not responsible for any trading or investment decisions of the Fund (all of which will be made by the Investment Manager), or for the effect of such trading decisions on the performance of the Fund. Furthermore, the Banker is not responsible to monitor the trading and investment activities of the Fund or adherence to the investment policies and restrictions herein described.

The Banker is not a promoter of the Company nor in any way whatsoever involved in the investment process. Legal relations between the Banker and the Company are exclusively subject to their law and jurisdiction. The Banker is not subject to any supervision or authorisation in the home country of the Company. The Banking Agreement may be terminated by the Banker or the Company at any time. The Banking Agreement provides for indemnities in favour of the Banker under certain circumstances.

### **3.5 Broker/Custodian**

The Company may appoint one or more Brokers or Custodians from time to time, open trading accounts with these Brokers/Custodians, and/or hold deposits with these Brokers/Custodians for securing trades and/or credit lines.

The Brokers/Custodians will be responsible for the custody of the assets of the Fund.

It should be noted that, in providing services as a broker/custodian, the Broker/Custodian does not act as a guarantor to the Investor Shares herein described. Moreover, the Broker/Custodian is not responsible for any trading or investment decisions of the Fund (all of which will be made by the Investment Manager), or for the effect of such trading decisions on the performance of the Fund. Furthermore, the Broker/Custodian is not responsible to monitor the trading and investment activities of the Fund or adherence to the investment policies and restrictions herein described.

The Fund's Banker may also act as a custodian.

### **3.6 Auditor**

The auditor is ABACOR Revisions AG.

### **3.7 Investment Advisor**

Presently no Investment Advisor has been appointed. However, the Investment Manager may appoint one at any given time.

## **4 INVESTMENT TYPES, POLICIES AND RESTRICTIONS**

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In order to limit exposure to risk, the Directors require the Investment Manager to observe the trading policies outlined in this section. The investment limits outlined apply to any investment at the time that investment is made. The Investment Manager will monitor the underlying investments to ensure that the restrictions set out are not breached. Where any restriction is breached, the Investment Manager shall ensure that immediate corrective action is taken.

### **4.1 Investment Types**

As investments of this Fund are permitted except as otherwise noted:

#### **4.1.1 Stocks and Funds**

- All kind of stocks that are traded on an regulated and public market
- All kind of stocks that are not traded on an regulated and public market
- All kind of investments in other funds

#### **4.1.2 Bonds**

The Fund can invest in bonds with a maximum maturity of 24 months of the following categories:

- Bonds / Notes
- Medium term bonds
- Zero coupon bonds and discount bonds
- Irredeemable certificates with capital guarantee on bonds and bond-indices

#### **4.1.3 Derivative Instruments**

Derivative instruments include:

- Futures and option contracts that are quoted on an exchange or on another regular market that is open for the public to trade
- Other standardized derivative finance instruments of any kind of which the price is based on investments (securities, commodities, precious metals, currencies, etc), on indices or on reference rates (interest rates)
- Contracts for Difference (CFDs)

**4.1.4 Currencies**

The fund may invest in the Foreign Exchange markets (FOREX) without restrictions of currency pairs traded.

**4.1.5 Liquid Assets**

The fund may permanently hold unlimited liquid assets.

The liquid assets may be held only in the accounting unit of the Fund and in all currencies, in which investments are transacted. As liquid assets apply bank deposits on demand and time deposits with a maturity up to 12 months.

**4.1.6 Real Estate**

Any kind of real estate and development of real estate

**4.2 Investment Policies****4.2.1 Lending and Borrowing****4.2.1.1 Lending to Third Parties**

The Fund may not lend money to private individuals. Investing in securitized and non-securitized loans traded on a regular market, as well as private placements of such, is not considered as lending money in the context of this memorandum and is therefore allowed.

**4.2.1.2 Borrowing**

The Fund may borrow money for investments and for short term financing of redemptions as well. Therefore the Fund may take loans by debiting the Fund of max. 25% of the NAV (Net Asset Value) without a time-limit (leverage).

Standard market conditions and interests will be used.

The definition of the credit height is incumbent on the asset manager in arrangement with the management company and the custodian bank, with consideration of the performance of the fund. The Fund has no requirement on the grant of the maximally permissible credit framework by the custodian bank.

**4.2.1.3 Securities Lending**

The Fund does not lend securities.

**4.2.1.4 Securities Borrowing**

The Fund does no securities borrowing.

**4.2.2 Liabilities on the Fund's Assets**

The assets of the Fund may not be pledged, assigned, promised, committed, mortgaged, or used as guarantee except as used in derivative transactions (see Section 4.1.4).

**4.3 Restrictions**

The articles do not contain any restrictions on the company's investment.

**5 RISK FACTORS****5.1 Specific Risks**

The performance of the fund is dependent upon the investment policy as well as on the market development of the individual investments of the respective segment, and cannot be determined in advance. In this context it is important to note that the value of a unit relative to its issue price can rise or fall at any time. It cannot be guaranteed that the investor will receive back his invested capital.

**AN INVESTMENT IN THE SHARES OF THE COMPANY IS SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK. ACCORDINGLY, PROSPECTIVE INVESTORS SHOULD CONSIDER THE FOLLOWING RISK FACTORS. THESE MAY NOT BE A COMPLETE LIST OF ALL RISK FACTORS ASSOCIATED WITH AN INVESTMENT IN THE COMPANY.**

In addition to the general risks, investments in the fund are subject to the following specific risks:

**Focussed Investment**

On account of the fact that the Saturn Fund Ltd. makes the largest proportion of its investments in only the investment types, mentioned in 4.1., it is exposed to market and issuer risks with this type of investment which can have a negative impact on the net asset value of the Fund. Also the performance of the fund can therefore differ from the general performance of share and capital markets.



## Leverage effect

By using derivatives, an additional leverage effect can be created, which can amount to a multiple of the capital used or the underlying margin. This means that the value of a share in the fund is subject to more significant variations, as if investment had been made without a leverage effect.

For these reasons, investment in the fund comprises a higher level of risk than investing in a traditional investment company for securities. The fund's management recommends that all investors should only invest a limited proportion of their portfolio in the investment fund. In addition, investors' attention is drawn to the fact that an investment in the investment fund should be seen as a long-term investment, which may be subject to considerable variations in value.

Furthermore, other risks, such as currency or interest rate risks may also occur. The use of derivative financial instruments for purposes other than hedging can also lead to increased risks.

## Real estate risks

Direct and indirect investments in real estate are subject to specific risks, which can be exemplified as follows:

### Project development risks

*Subsoil risk* (polluted site risk) is the risk that extensive renovation work will be required due to the lack of load-bearing capacity of the subsoil. Further subsoil risks are contamination of the ground which must first be cleaned up, or the discovery of archaeological monuments, which can lead to a delay to or even a prohibition of the building activities. Generally subsoil risks are relevant only in the construction phase; however, in rare cases damage can be incurred once the building has been completed through subsidence, etc.

*Cost risk* (construction and development costs risk, cost risk, cost security, quality/costs/deadlines, calculation) is the risk of the difference in the actual costs from the estimated building costs, mostly in the form of price increases. Cost risks are a downstream risk, since almost all the risks in connection with the construction have an impact on the costs. In particular these are ground and subsoil risks, technical risks, deadline risks and permit risks. Cost risks also have an impact on the financing of the project since extra funds might possibly have to be secured and/or agreed credit lines cannot be exhausted. Due to a reduction in the equity share cost risks can harbour greater damage potential (leverage effect).

*Deadline risk* (schedule-related risks, time risk) is the risk that there will be delays to the construction schedule and that it will not be possible to use the building at the agreed date. This may be as a result of ground and subsoil risks, permit risks or technical risks, since the deadline risk is a downstream risk in the same way as the cost risk. In addition, it is possible that the original schedule that was drawn up was flawed, in which case this is an upstream risk. The consequences of delays to the schedule are mainly cost increases due to contractual penalties, an increase in the cost of interim financing or an increase in building costs.

*Permit risk* is the risk that a permit that is required for the building is not issued by the competent authorities, is delayed or is only issued subject to certain conditions. This primarily concerns building permits issued by the building authorities, but it is possible that further permits will be required from the authorities, such as fire prevention permits, preservation orders or permits regarding environmental aspects. Permit risks are generally due to the project design or to the technical aspects. They can possibly be minimised by a high quality of architectural design, a positive image and the high ecological and social quality of the building. Permit risks cause delays and increased costs, either as a result of additional conditions or as a result of the delay.

*Technical risks* (manufacturing process, risks associated with construction work, technical risks, conceptual design of the project, development risk) are an amalgamation of all the risks that result from the technical design. In particular these are planning mistakes, problems while carrying out the construction such as design, building procedures, the organisation of the building site, health and safety and quality defects. The reason for technical problems can be an insufficient load-bearing capacity in the subsoil; in addition an unusual architectural design or construction type can contribute to this. Technical risks have an impact on the deadline and cost risks; in some cases this can also lead to problems with the building permit.

*Project design risk* is the risk that the building design is not right for the market and that this leads to difficulties in marketing it and/or that marketing is easy due to a good building design. This concerns both the marketing by the project developer at the end of the construction phase as well as finding tenants by the investor in the utilisation phase. The project design risk lies in the assessment of the current and future location and market position by the project developer. It has an effect primarily on the rental value of the building and indirectly on its price development. A flexible building concept can lessen the effects of a poor design.

*Financing risks* (financial risks, financing risks) for the property being built are all the risks that are incurred from the interim financing until the sale of the property to a long-term investor and that are directly related to the building. This includes a certain dependency on changes in the capital market, although the course of the project also has an impact on the financing. In particular, additional costs and delays have an effect here since additional capital might have to be raised and/or the interim finance might have to be extended, which leads to an increase in the financing costs. Financing risks in the project then also have an impact in the financial situation of the company.

### Location and market risks

*Macroeconomic development* is the risk of a positive or negative change in general economic conditions at a global, national or regional level. This includes all industry sectors. The assessment of the risk takes into account both the current situation and future prospects. A change in the economic development affects a large number of risk factors that are relevant to the property industry, such as property markets, financial markets or operating costs (via the general

price level). In the medium term, socio-demographic development is also affected, which in turn leads to a change in the (regional) economic situation. The economic development can also be affected to a limited extent by policy measures.

*Socio-demographic development* is the risk of changes to the population. This refers primarily to a change in the size of the population, but other characteristics such as the number of households and the household size, age distribution, education, employment, children and migration background also play an important role from the perspective of the property industry. Some of these indicators are directly related to economic development (e. g. employment), and others are influenced by it in the medium term. Furthermore, policy measures attempt to exert an influence via various control instruments. Socio-demographic aspects interact with economic development and affect the property market in particular.

*Political, fiscal and legal framework conditions* describe the framework for activity by economic entities as defined by the state. In the first instance, these concern fundamental aspects such as the political order, the tax burden, issues such as bureaucracy and administration, as well as the organisation of the legal system. In addition to this, changes to the above may result in risks, for example, as a result of additional requirements. Furthermore, this category includes regulatory instruments and incentive measures that are of particular relevance for the property industry, such as tax regulations for property companies, subsidies or building codes. The influence on other risk factors is consequently varied, for example, on economic and socio-demographic development or on property markets.

Major loss events refer to all events that adversely affect the property and occur only sporadically and randomly. These are primarily natural disasters such as flooding, storms or hail damage, as well as accidents and disasters, crime, civil unrest or military conflicts – which is especially relevant in the case of investment abroad. It also includes the risk of accidental destruction of the asset. The risk of major loss events must be examined in each case on an individual basis, after which a decision is to be made about suitable countermeasures, such as structural measures. The risk mainly affects the risk to the building fabric.

Property market risk *relates to the risk of changes in the relevant sub-market of the property sector*. Differentiating criteria in this context include the region, the type of use, whether the property is for purchase or for rent, new construction or existing stock, and other factors. Changes result from a change in demand or supply, which can affect the area or the quality of the areas. The property market risk is one of the key risks in the property industry, as changes in rental income and the value of the properties are significantly influenced by this. The principal impact factors affecting the property markets are economic and socio-demographic development, political, fiscal and legal framework conditions and location.

*Location risks*: The value of a property is materially affected by its surroundings in the normal course of events. The term location risks includes all value-influencing characteristics of the surrounding environment, with the economic, socio-demographic, political and legal framework conditions being given separate consideration due to their high importance. Location-related factors are differentiated in terms of being either hard or soft location factors, with there being a smooth transition between these. These include the location and topography, public transport connections and infrastructure, use of the surroundings, socio-demographics and the image of a location. Many of these location factors are influenced by policy measures, especially those at a local level. Location risks influence the demand side of the property market in particular.

*Social risks include risks that have their origin in the social structure of the residents at the location*. The negative aspect can be described with the term "social hotspots". The social risks include high unemployment, low educational level, segregation risks, drug addiction, violence and (petty) crime. In terms of the positive aspect, a stable social fabric can also contribute to a stabilising of the neighbourhood. The result is an impact on the operating costs (e.g. due to rectifying vandalism) and on the rental income (e.g. because of rent arrears).

#### Property risks

*Land and subsoil risk* is the risk that there will be delays or cost increases due to the characteristics of the soil at the construction site chosen, or that it turns out to be impossible to erect the projected building there. The reasons for this could be the load-bearing capacity of the subsoil, thus more substantial foundations are required. Further subsoil risks are contamination of the ground which must first be cleaned up, or the discovery of archaeological monuments, which can lead to a delay to or even a prohibition of the building activities. Generally subsoil risks are relevant only in the construction phase, however, in rare cases damage can be incurred once the building has been completed through subsidence, etc.

*Building fabric risk* is the risk of physical damage to buildings which goes beyond the scope of cosmetic repairs, as well as obsolescence of the building concept. This can be caused by direct impact of external sources, such as a result of major loss events, but also internal property damage, such as fire or water damage. It also includes normal ageing and wear of the building fabric. This can be slowed by maintenance and repair or accelerated by environmental influences. The construction also has an influence in this regard. The risk of obsolescence can be reduced through a flexible primary structure. The condition of the building fabric is also a decisive factor in terms of the possible rental income - including, if applicable, rent reductions – and the management costs.

*Environmental risks* of a property in the usage phase include in particular negative effects on users that arise from the building, as well as negative effects on the environment. For example, the air might be polluted by building materials, for example by asbestos fibres or fumes from paints and adhesives, or the climate may not ensure sufficient comfort. Negative effects on the environment include environmental damage caused by unforeseen events, such as soil and water contamination due to the leakage of fuel oil, as well as emissions relating to standard building usage, for example from the heating system. Environmental risks can be prevented through careful planning and regular servicing and maintenance.



*Rental value risk* (rental income potential, current rent levels, achievable rent, rental income) is the risk relating to the rent potentially achievable in the market for a corresponding property. It defines the maximum actual rental income – this may be reduced by special factors such as vacancy or loss of rent. Furthermore, the quality of the property management has an influence on whether rent can be realised at the level of the rental value. The rental value is determined by the relationship between supply and demand in the relevant sub-market defined by geography and property type. The rental value is a key risk, as it indirectly affects the value of the property. In addition, the cash flow of the property company depends on the level of the rental income.

*Management cost risks* are risks relating to changes in apportionable and non-apportionable management costs. Apportionable management costs must be borne by the tenant. However, as these are usually included in the total cost for the use, high operating costs reduce the rental value of the property. Non-apportionable management costs are essentially the costs of ongoing maintenance and administration. Management costs have an impact on the net rental income and value growth. They can be minimised by an appropriate construction, in particular high-quality construction and low energy consumption.

*Performance risk* is the risk that the value of a property may change - both positively and negatively. As value growth is an essential component of the property return, this is a key risk for the economic success of the investment. Value growth is directly related to the level of the net rental income, as investors usually determine the acceptable purchase price of properties on this basis, using the gross rental method. In this respect, changes in the rental value and management costs have a direct effect on the value of the building. The value growth risk thus correspondingly affects the financial situation of the company.

*Legal risks* associated with a property include all legal issues related to acquisition, development, leasing and property management. These include, for example, liens on the property, tenancy issues and property owner liability. The legal risks are influenced by the applicable legislation and by the company's management quality. Their impact is mainly financial, depending on the circumstances, on the management costs (that cannot be passed on), the value of the property or the finances of the company as a whole.

**BEFORE DETERMINING TO INVEST IN THE COMPANY, PROSPECTIVE INVESTORS SHOULD EVALUATE WHETHER THEY ACCEPT THE AFORESAID RISKS WHICH THEY WILL ASSUME BY BUYING SHARES OF THE COMPANY. THE FOREGOING LIST OF RISK FACTORS DOES NOT PURPORT TO BE A COMPLETE EXPLANATION OF THE RISKS INVOLVED IN THIS OFFERING. PROSPECTIVE INVESTORS SHOULD READ THE ENTIRE OFFERING MEMORANDUM AND FULLY EVALUATE ALL OTHER INFORMATION THAT THEY DEEM TO BE NECESSARY BEFORE DETERMINING TO INVEST IN THE COMPANY.**

## 5.2 General risks

In addition to the specific risks, investments in the Fund can be subject to general risks.

All investments in investment companies are associated with risks. These risks can include or be related to share and bond market risks, exchange rate, interest, credit and volatility risks as well as political risks. Every one of these risks can also arise in conjunction with other risks. Some of these risks are described in this section. You should nevertheless be aware that this is not a conclusive list of all possible risks.

**Potential investors should be aware of the risks relating to investment in shares and only make a decision to invest when they have been comprehensively advised by their legal, tax and financial advisors, auditors or other experts of the suitability of an investment in shares in this fund, taking into account their personal finance and tax situation and other circumstances, as well as information contained in this Offering Memorandum and the investment policy of the fund.**

### Derivative financial instruments

Segments of the fund can include derivative financial instruments. These may be used not just for hedging, but can also represent part of the investment strategy. The use of derivative financial instruments for hedging purposes can change the general risk profile by correspondingly reducing the opportunities and risks. The use of derivative financial instruments for investment purposes can have an effect on the general risk profile by creating additional opportunities and risks.

Derivative financial instruments also conceal a risk of the segment suffering a loss, because another party involved in the derivative financial instrument (in general a "counterparty") has not fulfilled its obligations. This risk is particularly high for warrants, OTC options and futures, structured products, exotic options, etc.

### Issuers risk (Credit-worthiness risk)

Deterioration in the solvency or even the insolvency of an issuer means at least a partial loss for the segment's assets.

### Counterparty risk

The risk is represented by the fact that the performances of transactions, which are concluded on account of the segment's assets, are endangered by solvency problems or insolvency on the part of the corresponding counterparty.

The settlement of the transactions may not be delivery vs. payment.

**Monetary value risk**

Inflation can reduce the value of investments in the segment's assets. The purchasing power of the invested capital falls when the inflation rate is higher than the proceeds yielded by the investments.

**Economic cycle risk**

This is a question of the danger of exchange losses, caused by the fact that, when making the investment decision, no account or insufficient account was taken of cyclical trends, leading to investments in securities being made at the wrong time, or securities being retained during an unfavourable economic phase.

**Country risk**

Investments in countries where the political situation is unstable are subject to particular risks. These may lead to extremely rapid and significant fluctuations in rates. These risks include, for example, currency restrictions, transfer risks, moratoria or embargos.

**Liquidity risk**

In the case of shares in smaller companies (second-line stocks) there is a risk that the market may sporadically not be liquid. This can result in it not being possible to trade shares at the required time and/or not in the required quantity and/or not at the anticipated price.

**Market risk (Foreign exchange risk)**

This is a general risk associated with all investments, which consists of the value of a certain investment potentially changing counter to the interests of the segment.

**Psychological market risk**

Moods, opinions and rumours can cause significant declines in market prices, although the profit situation and the future prospects for the company, in which an investment has been made, may not have undergone a sustained change. A psychological market risk has a particular effect on shares.

**Settlement risk**

This is a question of a risk of loss for the segment, caused by a concluded transaction not being completed as anticipated, because counterparty has not paid or delivered, or a loss occurring because of mistakes in operations when handling a transaction.

**Tax risk**

Buying, holding or selling investments in the segment may be subject to the provisions of tax legislation (e.g. tax deducted at source) outside the country of domicile of the fund.

**Business risk**

Investments in shares represent a direct involvement in the economic success or failure of a company. In extreme cases – in the event of insolvency - this can mean the complete loss of the corresponding investments.

**Currency risk**

Should the segment contain assets, which are expressed in a foreign currency, investments are exposed to a direct currency risk (where foreign currency positions are not secured). Falling exchange rates lead to a reduction in the value of foreign currency investments. In the opposite case, the currency market also offers opportunities for profits. In addition to direct as well as indirect currency risks, international companies are more or less greatly dependent on changes in exchange rates, which can also have an indirect effect on the price performance of investments.

**Interest rate risk**

Where the segment invests in interest-bearing securities, investments are exposed to an interest rate risk. Should the market rate raises, the market value of the interest-bearing securities forming part of the segment's assets may fall significantly. This applies all the more where the segment's assets also contain interest-bearing securities with longer remaining terms and lower nominal interest.

**5.3 Value of Investment**

The value of investments in the Fund can fall as well as rise resulting in an adverse effect on the value of the Investor Shares.

**5.4 Duration of Investment**

Investments in the markets may experience periods of draw down or loss. For this reason investors should plan to commit funds for at least five years, although this is not an obligation.

**5.5 Income**

As described above, the Directors do not intend to declare dividends on the Investor Shares. An investment in the Fund is not suitable for an investor seeking an income from such investment.

**5.6 Past Performance**

Past performance of the Investment Manager or the Fund is not necessarily indicative of future results attributable to the Investor Shares.

**5.7 Volatile Markets**

Price movements in the markets in which the Fund will invest can be volatile and are influenced by, among other things: changing supply and demand relationships; government trade and fiscal policies; national and international political and economic events and changes in exchange rates and interest rates.

**5.8 Leverage**

The Fund may leverage its assets through derivatives and borrowing as stated in section 4. This may cause large fluctuations of the Funds NAV.

**5.9 Illiquid Markets**

In some circumstances, the markets in which the Fund will invest can become illiquid, making it difficult to acquire or dispose of assets at the prices at normal market offers.

**5.10 Tax and Regulatory Change**

The tax consequences to the Company and Shareholders in the Company, the ability of the Company as a foreign investor to invest in certain markets, ability of the Company to repatriate its assets, including any income and profit earned on those assets, and other operations of the Company are based on existing regulations, which are subject to change through legislative, judicial or administrative action in the various jurisdictions in which the Company may operate or invest. It is recommended that an investor seek advice from his tax adviser before making an investment in the Company as to the potential tax consequences of such an investment.

**5.11 Effect of Substantial Redemptions**

Substantial redemptions of Investor Shares could require the Fund to liquidate investments/positions more rapidly than would otherwise be desirable, which could adversely affect the value of the Investor Shares. Substantial redemptions might also cause the liquidation of the Fund.

**5.12 Limited Ability to Redeem**

Although Shareholders may generally require the Company to redeem any or all of their Investor Shares on any Redemption Day at the prevailing Redemption Price, restrictions apply in certain circumstances (see Section 13).

**5.13 Cross Liability**

The Articles of Incorporation of the Company empowers the Directors to amend the By-Laws so as to create different classes of Shares from time to time. The Directors will ensure that the trading results of the Fund will have no effect on the value of any other Fund and the trading results of any other Fund will have no effect on the value of this Fund.

**5.14 Exchange Rate Fluctuations**

Certain of the investments of the Fund may be in currencies other than Euro. Accordingly, adverse exchange rate fluctuations may cause the value of the investments of the Fund to diminish.

**5.15 Trading Costs**

All trading costs will be borne by the fund.

**5.16 Broker**

The Company will rank as one of the Broker's unsecured creditors in relation to assets which the Broker borrows, lends, pledges or hypothecates and, in the event of the insolvency of the Broker, the Company might not be able to recover equivalent assets in full. In addition, the Company's cash held with the Broker will not be segregated from its own cash and will be used by the Broker in the course of its investment business, and the Company will therefore rank

as an unsecured creditor in relation thereto.

**6 FEES, COMPENSATION AND EXPENSES**

The Fund will be responsible for its various administrative and operational expenses.

**6.1 Subscription fee**

To cover the costs caused by the placement of the units, the Company may charge a subscription fee on the net asset value of the newly issued units in favor of the Company, the Depository Bank and/or the marketing agents in this or other countries as stated in Section "Useful Information".

## 6.2 Redemption fee

For the payment of redeemed units, the Company can charge a redemption fee on the net asset value of the redeemed units in favor of the Company, the Depository Bank and/or the marketing agents in this or other countries as stated in Section "Useful Information".

When paying the liquidation balance, in the event that the fund is dissolved, the management company can charge a redemption fee pursuant to Section "Useful Information".

## 6.3 Fund Fees

The Fund will pay an annual management fee, payable quarterly in arrears pro rata temporis, in the amount of max. 1.50% of the average value of the Fund. The Fund will pay an annual administration fee, payable quarterly in arrears pro rata temporis, in the amount of 0.15% of the average value of the Fund, subject to a minimum of CHF 25'000 per annum. Please refer to details in "Useful Information"

## 6.4 Performance Fees

The Fund will pay a performance fee of 15% on the performance of the Fund. The performance fee calculation is subject to the high watermark principle. This means that a performance fee will only be paid if, at the moment when performance fee is due, the NAV has reached a new all-time high, i.e. on "New Performance." The performance fee will be calculated on each valuation day on performance that exceeds the high watermark.

## 6.5 Custodian and Brokerage Fees

The Fund will be liable to pay an annual fee, payable quarterly in arrears, not to exceed 0.10% of the average value of the Fund per annum, subject to a minimum of CHF 10'000 per annum; plus all third party custodian costs.

## 6.6 Trading Fees

All trading fees, such as brokerage fees, stock exchange fees, taxes, etc., shall be paid by the Fund.

## 6.7 Directors Fees and Expenses

The Directors may charge a directors fee. The Fund will reimburse the Directors for any travel, accommodation or other properly incurred and documented out-of-pocket expenses incurred in carrying out their duties as Directors.

## 6.8 Operating Expenses

The Fund will also reimburse the fund parties, including but not limited to the Investment Manager and Administrator, for any travel, accommodation or other properly incurred and documented out-of-pocket expenses incurred in carrying out their duties for the fund.

In addition to the fees and expenses referred to above, the Fund will be liable to pay any operating expenses incurred by the Company in respect of the Fund, including legal, auditing, registration, company secretarial, licensing, governmental filing fees and printing costs.

## 6.9 Organisation and Offering Expenses

The expenses incurred by the Company in connection with the organisation of the Company and as attributable to the Fund and initial and on-going offerings of Investor Shares, which, at the date of this Memorandum, are estimated not to exceed EUR 60'000.- will be reimbursed by the Fund. These expenses may be amortised over a period of max. sixty (60) months, or such shorter period as the Directors may determine, so long as the Fund remains operating. Offering expenses incurred in any subsequent offerings of the Investor Shares will be paid by the Fund.

## 6.10 Regular and Extraordinary Expenses

The Directors and the Administrator are also entitled to the reimbursement of the following outlays that have resulted for them from the exercise of their function:

- costs for the preparation, printing and dispatch of annual business report, the half year report and other publications prescribed by law;
- costs for legal counselling incurred by the Management Company or Depository Bank when they are acting in the interests of the investors;
- costs for the publication of notices of the Fund including price reports addressed to investors in the gazettes and possibly also in newspapers and electronic media decided by the Management Company;
- fees and costs for permits and the supervision of the Fund in SVG and other countries;
- all taxes that are charged on Fund assets, earnings and outlays to the debit of the Fund;
- fees due in connection with any quotation of the fund and with the permission to market it in this country and others (e.g., counselling, legal and translation expenses);
- fees for paying agents, representatives and other persons with a comparable function in this country and others;
- a reasonable proportion of the costs incurred for printed matter and advertising directly related to the offering and sale of units;

- auditors' and tax consultants' fees;
- costs of any extraordinary dispositions that may be necessary in terms of the Fund (e.g., amendments to Fund documents);

The Fund also, in the presence of extraordinary circumstances and if the management in terms of the investors deemed as necessary, be charged:

- Possible extraordinary expenses, arising from but not limited to legal fees, government fees, or other regulatory issues, or any other unanticipated expenses, shall be paid by the Company and, if appropriate, apportioned to the Funds pro rata. When any third party must pay an expense on behalf of the Company, the third party shall be reimbursed by the Company.
- Auditor: costs for extraordinary and agreed fees on rising costs of the auditors, occurred from the expertise;
- Legal advice: costs for legal opinion and legal expertise commissioned by the management company.

#### **6.11 Allocation of Expenses**

All initial and ongoing expenses of the Company which are attributable to a specific Fund shall be borne by that Fund.

All expenses of the Company not directly attributable to a specific Fund will be allocated to all Funds pro rata based on the net asset value of each Fund.

## **7 NET ASSET VALUE**

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The By-Laws of the Company provide for the valuation of the Investor Shares of the Fund by reference to the NAV of the Fund. The NAV of the Fund and the NAV per Investor Share will be determined on the Calculation Day by the Administrator, on the basis of the prevailing prices at the close of business of the markets on the Valuation Day.

The NAV shall be determined by or at the direction of the Directors or by the Administrator and made available at its Registered Office or such other office as the Directors may determine.

The Calculation Day shall be the first business day of the Administrator following the Valuation Day.

The Valuation Day shall be monthly, on the last day of the month. At the sole discretion of the Directors, further Valuation Days and Calculation Days may be determined, if significant Subscriptions and / or Redemptions are existent.

In the case, that the main markets in which the fund trades are closed on this day, the Valuation Day shall be the day before. If any clarification is necessary to approve the valuation of an investment of the Fund, the publication of the NAV may be delayed up to max. the last business day of the following month.

### **7.1 Determination of the NAV of the Fund**

The assets shall be valued as follows:

- In accordance with generally accepted accounting rules (e.g. Managed accounts, which are kept with a broker, determined by the Directors of the Company, can be booked with their end-of-period profit/loss statements. The Administrator is not obliged to book each single trade).
- Securities, which are traded on official exchanges or traded on other organised markets, are valued at the closing price on the valuation day on the principal market on which such securities are traded.
- Securities for which the prices do not conform to the market, as well as all other permitted assets (including securities that are not publicly traded or traded on an official or other organised market) will be valued according to their probable realisable value as determined in good faith by or under the direction of the Directors.
- Collective investments: the basis for the valuation of the investment positions is the most recently available net asset value of the respective investment position on the respective valuation date. All assets which are not denominated in the Fund currency shall be converted into the unit of account pursuant to the foreign exchange closing price on the respective valuation date.
- The liquid assets will be valued on the basis of their nominal value plus accrued interest.
- Assets that are denoted in a currency other than the fund's reference currency will be converted using the closing exchange rate of that currency.
- Securities, which are not traded on official exchanges or traded on other organised markets, may valued in the first 12 Month at the purchase price. After that period the valuation will be assessed by an appraisal report taking a reviewed annual report as basis, which is drew up in accordance with the Law governing the rights and duties of natural and legal persons or with national bookkeeping norms. The investment manager may mandate an independent third party.

Furthermore its value will be calculated subject to the current value methods, i.e.: net asset value, latest round financing resp. capital increase, multiple analysis, on the basis of similar transactions or discounted cash flow.

In the case of extraordinary events, the Directors shall determine the appropriate valuation method. The Administration Company is entitled for a time to apply other adequate principles for the valuation of the assets if the above-mentioned criteria for the valuation appear impossible or unsuitable on account of extraordinary events. In the event of massive redemption applications, the Management Company may value the units of the Fund on the basis of the prices at which the necessary sales of securities are carried out. In this case, the same method of calculation is used for subscription and redemption applications submitted at the same time.

In all cases the NAV of Shares is determined by dividing the value of the total assets properly allocated to such Shares less the accrued liabilities properly allocated to such Shares by the total number of Shares outstanding on the Valuation Day and rounding the result to two decimals. The NAV of Shares shall be certified by a Director or an authorised officer or representative of the Company and any such certification shall be conclusive except in the case of manifest error.

## 7.2 Temporary Suspension

The determination of the NAV per Investor Share may be suspended for any reason outlined in Section 13. No Investor Share may be issued or redeemed during a period of suspension.

In the event of a suspension of the determination of NAV per Investor Share, a Subscriber/Shareholder may withdraw his request for purchase or redemption of Investor Shares, provided such a withdrawal notice is actually received before the termination of the period of suspension. Where the request is not so withdrawn, the purchase or redemption of the Investor Shares will be made on the next Subscription/Redemption Day following the end of the suspension.

## 8 TAXATION

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Under current legislation in Saint Vincent, the Company and its Shareholders who are not resident or deemed a resident of St. Vincent and the Grenadines and who, during the relevant taxable year, has not engaged in a trade or business in St. Vincent and the Grenadines, either personally or through a representative or agent in St. Vincent and the Grenadines, are exempted from all Saint Vincent income tax (including income tax on dividends (if any), withholding tax, capital gains taxes, capital transfer taxes, estate duties or inheritance duties).

The Company and its Directors can in no way be held responsible for the personal tax liabilities of any Shareholder as a consequence of applying for Investor Shares or investing in the Investor Shares.

The Fund may be liable to certain taxes where it carries out its investment and trading activities. Furthermore, the amounts and effect of withholding and other taxes on the Fund will depend on the types of investments made by it and the laws and regulations of countries where investments are made.

### Shareholders

Shareholders may be subject to taxation in a variety of jurisdictions. Apart from the information provided below with respect to Saint Vincent and the Grenadines, this Offering Memorandum does not contain any statements, representations or warranties regarding the taxation of Shareholders. Shareholders should consult their own advisors with respect to any taxes applicable to the acquisition, holding or disposition of Preferred Shares and the effect, if any, of withholding or other taxes imposed on interest income received by the Company or gains realized by the Company under the laws of the countries of their respective citizenship, residence and/or domicile.

Under current Saint Vincent and the Grenadines laws, decisions and regulations, Shareholders (other than those who are citizens or residents of Saint Vincent and the Grenadines) will not be liable to Saint Vincent and the Grenadines taxation on income, capital gains or capital transfer except in respect of income derived from sources situated within Saint Vincent and the Grenadines.

Please note:

References to taxation reflect the Manager's interpretation of current laws, regulations, decisions and practice. Only a brief summary is provided, and fiscal rules are liable to change in the future. Individual tax positions will depend upon personal circumstances. Potential subscribers and Shareholders should seek independent professional advice.

## 9 REPORTS

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The Company keeps its books on an accrual basis with a fiscal year ending 31 December. The financial statements of the Company will be prepared in accordance with internationally or nationally accepted accounting standards and will be audited annually at the Company's expense by an independent firm of auditors appointed by the Directors. A copy of the Annual Audited Report and Accounts will be made available to the Shareholders not later than twelve months after the end of the period to which such report relates.



## 10 SUBSCRIPTIONS

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### 10.1 Minimum Subscription

The minimum initial subscription permitted for Investor Shares is USD 5'000. – for Class USD and EUR 5'000. – for Class EUR.

This minimum can be waived at the sole discretion of the Directors.

### 10.2 Subscription Price

Investor Shares will be offered at the Initial Offer Price on the Launch Date and, thereafter, at the relevant prevailing Subscription Price on each Subscription Day.

The settlement of the net subscription amount will be calculated by the NAV per investor share on the relevant subscription day. The net subscription amount results from the subscription amount deducting a registrar / transfer agent fee, the subscription fee and any taxes if applicable.

In the event the Company has suspended or postponed calculation of the NAV per Investor Share, the Subscription price on the Subscription Day occurring after receipt of the order will be utilised.

### 10.3 Subscription Fee

The Directors may charge a Subscription Fee of up to 0%.

### 10.4 Subscription Day

Monthly, on the last day of the month

In the case that the main markets are closed on this day, the foregoing Business Day.

### 10.5 Subscription Applications

Applications for the subscription of Investor Shares must be made in accordance with Section 10.5.1 and the Subscription Agreement and Application Form which accompanies this Offering Memorandum. The Company and Registrar are entitled to require additional documents, such as, but not limited to, trust instruments, appointments as executor or administrator and certificates of corporate authority prior to accepting any subscription.

Applications to subscribe for Investor Shares must be received by the Administrator no later than 4 p.m. CET at the Valuation Day of each week. If an application to subscribe is received less than the Valuation Day of the week prior to the relevant Subscription Day, the subscription will be made on the Subscription Day subsequent to the relevant Subscription Day; however the Company may, if conditions allow, accept a shorter notice period for any application.

Subscription monies must be received by the Bank no later than 4 p.m. CET on the Launch Date and, thereafter, no later than 4 p.m. CET on the relevant Subscription Day.

#### 10.5.1 Subscription and Application Procedures

Subscription of units is possible at valuation date at net asset value per unit. Settlement of orders is facilitated at NAV of units calculated on the valuation date plus the subscription fee and any taxes and duties incurred. The respective maximum subscription fee is specified in Sector "Useful Information".

All taxes due through the issue of units will likewise be invoiced to the investor. If units are acquired through banks not entrusted with the marketing of the units, these banks may make additional charges for such transactions.

The Custodian, the Company and/or Marketing Agents have the right to refuse subscription applications at their absolute discretion.

If payment is made in a currency other than the currency of account, the counter value from the conversion of the currency of account, less charge, is applied for the acquisition of units.

The Company may also take the decision concerning the complete or temporary suspension of the issue of units if new investments could have a negative effect on the attainment of the investment objective.

The custodian bank and/or the Company may at any time independently redeem units, if these are held by investors, who are not entitled to the acquisition or to the possession of these units.

In order to subscribe Investor Shares in the fund a prospective investor must:

- a) complete and sign the Subscription Agreement alias Application form, which accompanies this Offering Memorandum. (see "Instructions for Completion of Appendices");
- b) pay the subscription amount to the Bank by bank transfer.
- c) send the signed and completed Subscription Agreement alias Application form, together with a copy of the Bank Transfer Payment Instructions, to the Administrator, enclosing any documents indicated on the relevant forms.

A copy of the Subscription Agreement alias Application Form should be retained by the investor for the investor's personal reference and records.

## 10.6 Share Certificates

The company will not issue share certificates.

## 10.7 Subscriptions in Specie

The Directors may recommend that the Company also issue Investor Shares for a price to be satisfied partly by the transfer of Investments (securities etc.) and/or partly for cash. It is at the sole discretion of the Directors as to whether or not the particular Investments and/or cash which may be transferred to the Company shall be satisfactory for the price of the Investor Shares to be subscribed for. The cash component shall be a balancing amount to equalise any difference between the value of the Investments and the NAV per Investor Share for which the subscription is being made, plus an allowance for any fees or charges payable by the Company in respect of the transfer and registration of the Investments as part-payment for the subscription.

# 11 REDEMPTIONS

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A Shareholder may cause any or all of his Investor Shares to be redeemed on any Redemption Day by the Company.

## 11.1 Redemption Price

Investor Shares will be redeemed at the prevailing Redemption Price which will be the NAV per Investor Share on the relevant Redemption Day, less any applicable Redemption Fees or expenses owed.

In the event the Company has suspended or postponed the NAV per Investor Share, the Redemption Price on the Redemption Day occurring after receipt of the order will be utilised.

## 11.2 Redemption Day

Monthly, on the last day of the month

In the case that the main markets are closed on this day, the foregoing Business Day.

## 11.3 Redemption Requests

Units are redeemed monthly, on the last day of the month at net asset value per unit. The settlement takes place to the NAV less possible redemption fee and any taxes.

Redemption orders must be received by the Custodian before the deadline. If an order is received by the Custodian after the deadline it will be recorded for the next valuation date. Should the execution of a redemption order lead to the holdings of the given investor falling below a minimum investment, the Company may without further notifying the investor treat this redemption order as an order to redeem all the units of the Fund held by the said investor.

**In the event of a large volume of redemption applications, the Management Company may decide to settle a redemption application only when, without an unreasonable delay, corresponding assets of the Fund can be sold. This can take (e.g. due to the sale of the investments on auctions) several months up, so that the settlement of redemptions can take place over up to twelve months later. If such action is necessary, all the redemption applications received on the same day will be settled at the same price.**

If, instead of at the absolute discretion of the Depository Bank, the payment is to be made at the demand of the investor in a currency other than the currency in which the units in question were launched, the sum to be paid is calculated from the proceeds of the conversion of the currency of account into the payment currency.

After the payment of the redemption price, the unit in question is invalid.

Requests for the redemption of Investor Shares must be made in accordance with the Redemption Request Form which accompanies this Offering Memorandum.

The Company and Registrar are entitled to require additional documents, such as, but not limited to, trust instruments, death certificates, appointments as executor or administrator and certificates of corporate authority prior to making any payment in respect of redemptions.

Requests for redemption of Investor Shares must be received by the Administrator no later than 4 p.m. CET on the relevant Redemption Day. If a Redemption Request is received less than 4 p.m. CET to the relevant Redemption Day, the Investor Shares will be redeemed on the Redemption Day subsequent to the relevant Redemption Day; however the Company may, if conditions allow, accept a shorter notice period for any redemptions.

Investor Shares will be redeemed with effect from the relevant Redemption Day. Upon final calculation of the Net Asset Value per Investor Share, written confirmation will be sent to investors within five (5) Business Days of the number and value of Investor Shares redeemed.

## 11.4 Redemption Restrictions

No special restrictions.

## 11.5 Redemption Fee

The Fund may charge a Redemption Fee as shown in Sector "Useful Information".



### 11.6 Payment of Redemptions

Normally the Company will arrange for payment to the shareholder the net proceeds within ten (10) Business Days after the Redemption Day. Payment on redemption may be delayed in the case of extraordinary circumstances, such as the inability to liquidate existing positions, or the default or delay in payments due to the Company from banks or other persons.

Payment will be made by telegraphic transfer (with charges for the account of the recipient), or by cheque or bank draft, in accordance with the instructions of the Shareholder given in the Redemption Request. Requests for redemption in the proper form will be honoured and the Fund's positions in the Markets will be liquidated to the extent necessary (if any) to discharge its liability on the Redemption Day.

### 11.7 Redemption in Specie

The Company may also redeem Investor Shares, if recommended to do so by the Directors at their sole discretion, by way of transferring investments (securities etc.) and or cash. The cash component shall be a balancing amount to equalise any difference between the value of the investments and the Redemption Price per Investor Share for which the redemption is being made, plus an allowance for any fees or charges payable by the Company in respect of the transfer and registration of the investments as part-payment for the redemption.

No redemption will be made until the Shareholder has completed and delivered a Redemption Notice in the form set and satisfied all the requirements of the Directors as to such a redemption request.

### 11.8 Compulsory Redemptions

The Directors can affect a compulsory redemption of Investor Shares at its absolute discretion. In the event that Investor Shares are redeemed by way of a compulsory redemption, those shares shall be redeemed at the normal Redemption Price. The Directors, at their discretion, may waive any applicable Redemption Fees.

In the case where the compulsory redemption is made due to a breach by the shareholder of the terms of this Memorandum, which causes the fund to not be in compliance with the limitations and restrictions on the ownership of Investor Shares set forth in this Memorandum, a further Redemption Fee of 1 % may be applied by the Directors.

## 12 TRANSFERS OF INVESTOR SHARES

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Requests for the transfer or assignment of Investor Shares must be made in writing. Transfers or assignments of the Investor Shares may not be made without the prior approval of the Board, which approval will not be unreasonably withheld (See Section 12.1). Any attempted transfer or assignment without such approval will be void and without effect. A Shareholder desiring to transfer his Investor Shares must make available to the Administrator such information as the Board may require, including information necessary to satisfy the Board that the proposed transfer complies with applicable laws. In addition, the proposed transferee must agree to take such Investor Shares subject to the same conditions, warranties and restrictions pursuant to which the Investor Shares were held by the transferor.

### 12.1 Refusal to Approve Transfer of Investor Shares

If, within thirty (30) days of receipt by the Administrator of an acceptable instrument of transfer, the Board does not deny permission for the transfer, the Board shall be deemed to have approved the transfer. However, the Board may only refuse to approve the proposed transfer of any Investor Share if the manner, form or evidence of transfer is unacceptable, if the transfer might violate applicable laws or when such transfer is deemed by the Board in its absolute discretion to be contrary to the best interests of the Company by virtue of resulting in legal, pecuniary, regulatory, taxation or administrative disadvantage to the Company.

## 13 SUSPENSIONS OF ISSUE AND REDEMPTION OF INVESTOR SHARES

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The Directors may, at any time, suspend the determination of Net Asset Value, and the issue and redemption of Investor Shares, for the whole or any part of any period:

- a) during which any of the Markets on which any significant portion of the assets of the Company comprised in the Fund from time to time are quoted or dealt in is closed other than for customary holidays and weekends, or during which dealings thereon are restricted or suspended;
- b) during the existence of any state of affairs which, in the opinion of the Directors, constitutes an emergency as a result of which disposition or valuation of assets owned by the Company for the Fund is not reasonably practicable or would be seriously prejudicial to the interest of the Company or the holders of the Investor Shares;
- c) when any breakdown occurs in the means of communication or computation normally employed in determining the price or value of any of the assets owned by the Company for the Fund or the current price or values on any exchange in respect of the assets owned by the Company for the Fund or when, for any other reason, the prices or values of any such assets cannot reasonably be promptly and accurately ascertained;
- d) when the Company is unable to repatriate monies for the purposes of making payments on the redemption of the Investor Shares or during which any transfer of monies involved in the realisation or acquisition of investments or payments due on redemption of Investor Shares cannot in the opinion of the Directors be effected at normal rates of exchange;

- e) when a notice has been published convening a meeting of Members for the purpose of resolving a winding up of the Company; or
- f) during which, in the opinion of the Directors, redemptions would seriously impair the Company's ability to operate or to jeopardise its tax status.

In the event of a suspension as described above, the Administrator shall immediately notify the Registrar of Mutual Funds in St. Vincent and the Grenadines that dealing in the Investor Shares ceased or is suspended. Furthermore, notice that dealing is suspended shall be given in written form to the relevant subscribers and shareholders advising them of the suspension and that they may withdraw their applications for subscription and/or redemption by giving written notice to the company provided that the notice is received before the end of the suspension period.

## 14 MATERIAL CONTRACTS

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Subject to an investment management agreement between the Company and Pluto Fund Management Ltd. under which the Company has appointed the Investment Manager, the Investment Manager has agreed to act, as Investment Manager to the Company with regard to the assets of the Fund. The agreement shall continue in force unless and until terminated by either party giving the other party not less than ninety (90) days' written notice (or such shorter notice as the other party may agree to accept), except that the agreement may be terminated forthwith by either party if the other party shall commit any breach of its obligations under it.

An administration agreement between the Company and CAIAC International Limited under which the Company has appointed the Administrator and the Administrator agrees to provide administrative and share registration services to the Company. The agreement shall continue in force unless and until terminated by either party giving not less than ninety (90) days' written notice to the other party (or such shorter notice as the other party may agree to accept) provided that the agreement may be terminated forthwith by notice in writing by either party, if the other party shall commit any breach of its obligations under it.

## 15 DOCUMENTS AVAILABLE FOR INSPECTION

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Copies of the following documents will at all times be available for inspection by prospective investors or their representatives at the registered office of the Company or the offices of the Administrator:

- a) The Articles of Incorporation, Certificate of Incorporation and By-Laws;
- b) The Investment Advisory Agreement;
- c) The Administration Service Agreement; and
- d) Past audited statements of the Company.

## 16 INDEMNITIES

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The Company has agreed that it will indemnify the Directors, officers and liquidators without limitation as permitted by law save where the Directors, officers and liquidators have acted negligently or in bad faith.

The Company may purchase and maintain insurance in relation to the Directors against any liabilities asserted against them.

In addition, the Company has granted indemnities to the Investment Manager, the Administrator and Registrar and the Custodian in respect of actions brought against them in their respective capacities, where they have acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the Company and provided again such actions did not involve gross negligence, wilful default, fraud or dishonesty.

## 17 ACCOUNTING PRACTICES

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The accounts of the Company will be kept and the financial statements will be prepared on the basis of internationally or nationally accepted accounting standards.

## 18 MINIMUM AMOUNTS

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The minimum amount which must be raised before the fund commences trading is EUR 100,000.-. If such an amount is not reached, monies will be returned to subscribers with interest at prevailing money market rates.

## 19 LITIGATION

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The Company is not and, has not since incorporation, been involved in any legal or arbitration proceedings which may have or have had since incorporation of the Company, a significant effect on the Company's financial position nor, so far as any of the Directors is aware, are any such proceedings threatened or pending against the Company.

## 20 DIRECTOR'S INTEREST

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None of the Directors or any person connected with any of them has an interest, direct or indirect, in the capital of the Company, saved as disclosed under Section 21. The Directors may subscribe for Investor Shares at any time at the prevailing Subscription Price.

None of the Directors has a service contract, existing or proposed, with the Company, other than the contract for their Director's services.

None of the Directors has any interest in any transactions which are unusual in their nature or significant to the business of the Company, except as disclosed under Section 21.

No loan or guarantee has been granted or provided by the Company to any Director.

No agreement or transaction between the Company and one or more of its Directors or any person in which any Director has a financial interest or to whom any Director is related, including as a Director of that other person, is void or voidable for this reason only or by reason only that the Director is present at the meeting of Directors or at the meeting of the committee of Directors that approves the agreement or transaction or that the vote or consent of the Director is counted for that purpose (i) if the material facts of the interest of each Director in the agreement or transaction and his interest in or relationship to any other party to the agreement or transaction are disclosed in good faith or are known by the other Directors and (ii) the agreement or transaction is approved or ratified by a resolution of the shareholders.

The Directors, with the prior approval of the Members, may fix the emoluments of Directors with respect to services to be rendered in any capacity to the Company.

The Directors may, by resolution, exercise all the powers of the Company to borrow money and to mortgage or charge its undertakings and property or any part thereof, to issue debentures, debenture stock and other securities whenever money is borrowed or as security for any debt, liability or obligation of the Company or of any third party, subject to Section 4 of this memorandum.

Directors must be at least 18 years of age.

## 21 CONFLICTS OF INTEREST

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The Investment Manager will not devote its time exclusively to the management of the Company and may perform similar or different services for others and may sponsor, establish or manage other investment funds during the same period that it acts for the Company. The Investment Manager may, therefore, have conflicts of interest in allocating management time, services and functions among the Company and such other persons for which it provides services.

However, at all times the Investment Manager will ensure a fair and equitable allocation of their management time, services, functions and investment opportunities between the Company and any other person to whom it provides services.

It should be noted that, while not a conflict of interest per se, the investment management company holds the management shares of the investment company.

Should a conflict of interest arise, the Directors of the Company will endeavour to ensure that it is resolved fairly.

## 22 ANTI-MONEY LAUNDERING

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As part of the Company's responsibility for the prevention of money laundering, the Administrator may require a detailed verification of a prospective investor's identity as well as information concerning the origin of the assets. Depending on the circumstances of each application, a detailed verification may not be required if:

- a) the applicant makes the payment from an account held in the applicant's name at a recognised financial institution; or
- b) the application is made through a recognised intermediary.

These exceptions will only apply if the financial institution or intermediary referred to above is within a country recognised as having efficient money laundering regulations.

An individual may be required to produce a copy of his passport or identification card certified by a notary public. Corporate, trust or partnership applicants will be required to produce (as applicable) a certified copy of the Certificate of Incorporation (and any change of name), Articles of Incorporation and By-Laws (or other document evidencing the existence of the legal entity), trust deed or partnership agreement, the names and addresses of the beneficial owners or partners, the register of Directors or an extract from the trade register held at the relevant chamber of commerce and the signatory card verifying the authority of the directors, officers or partners to sign on behalf of the legal entity or partnership.

The Company reserves the right to request such further information as 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 Company may refuse to accept the application and the subscription monies in relation thereto.

In the case of pooled or institutional investments, the subscribing institution is obliged to conduct appropriate due diligence on its clients. The Company may, at its absolute discretion, request information from such subscribing institution on its anti-money laundering procedures regarding the investors in the Company.

## 23 RIGHTS OF SHAREHOLDERS

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The Fund is open-ended in the sense that, at any time, new shareholders may acquire shares in one or more of the Company's funds and that other shareholders may, at any time leave a fund either by requesting redemption of shares or transferring to one or more of other funds.

In acquiring shares in one or more funds, a shareholder is bound by all the provisions of the Articles of Incorporation, By-Laws and the Offering Memorandum of the specific funds. Each shareholder has an undivided interest in the assets proportional to the number of his or her shares.

The Subscriber may have a right to withdraw from a subscription agreement to purchase shares, a right to a remedy for rescission, or in some instances or circumstances a right to compensation for damages. Furthermore, if this Offering Memorandum contains any misrepresentation relating to the provision of full and accurate disclosure of all such information as investors would reasonably require and expect to find for the purpose of making an informed decision, any investor who purchases shares pursuant to said Offering Memorandum or amendment(s) thereto is deemed to have relied upon the misrepresentation and shall have the following rights:

- a) a right of action for the rescission of the purchase; or
- b) for damages jointly and severally against the Fund, and every member of the Board of Directors (by whatever name called) who while aware of the misrepresentation, or would have been aware of the misrepresentation had he made reasonable investigations consistent with his duties, authorized the signing of or approved the Offering Memorandum or amendment thereto and consented to its publication and filing or caused it to be signed or published and filed.

For the purposes of the foregoing, a "misrepresentation" means an untrue or misleading statement of the aforementioned disclosures or an omission to disclose any of such aforementioned disclosures. No person shall be liable under this clause if he proves that the Subscriber purchased the shares offered by the Offering Memorandum or amendment thereto with knowledge of the misrepresentation.

## 24 SUBSCRIBERS' UNDERTAKINGS AND WARRANTIES

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Subscribers should take notice that by completing and executing the Subscription Agreement and Application Form, the Subscriber is entering into the following undertakings and giving the following warranties:

The Subscriber irrevocably subscribes for the Investor Shares as specified in the Subscription Agreement and Application Form, as may be determined in accordance with the Articles of Incorporation, By-Laws of the Company and this Offering Memorandum following acceptance of this application by the Company. The Subscriber understands that fractional shares may be issued.

The Subscriber agrees that subscriptions made in currencies other than USD/EUR will be sold on behalf of the Company by the Bank at the market rate for USD/EUR and Investor Shares will be issued to the value of the currency proceeds and the Subscriber accepts the exchange risk and costs relating to that transaction.

The Subscriber acknowledges and confirms that he has received, read, is familiar with and understands this Offering Memorandum including all relevant Appendices. In evaluating the suitability of an investment in the Fund the Subscriber has not relied upon any representations or other information (whether verbal or written) other than as set forth in this Offering Memorandum.

The Subscriber has taken the advice of professional advisers who have sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of this investment and the Subscriber is fully capable of assessing and bearing the risks involved in the Subscriber's own right or with the benefit of such professional advice received.

The Subscriber agrees that the Investor Shares hereby subscribed for will be held subject to the terms and conditions of the Articles of Incorporation and By-Laws of the Company as amended from time to time and that the Company will fully protect and indemnify its Directors, the Investment Manager, the Administrator and the Bank against liability in the terms set out under Section 16.

The Subscriber fully appreciates the Company's rights to accept or reject all applications for subscription in its sole discretion. To induce the Company to accept this subscription, the Subscriber agrees, represents and warrants that the Investor Shares hereby subscribed for are not being acquired for the account of any person who is, directly or indirectly:

- a) a citizen or resident of the United States, its territories or possessions; or
- b) a corporation or other entity organised or created under the laws of any of the United States, its territories and possessions; or
- c) an entity controlled, directly or indirectly, by a person described in a) or b) above; or
- d) a citizen or resident of St. Vincent other than a St. Vincent International Business Company.

The Subscriber agrees that no Investor Shares hereby subscribed for may at any time be transferred to any other person without first seeking the approval of the Company in accordance with the provisions of Section 12.

The Subscriber acknowledges and accepts that this Subscription Agreement and Application is governed by St. Vincent law and hereby submits to the nonexclusive jurisdiction of the Courts of St. Vincent. The Subscriber confirms that, to the best of the Subscriber's knowledge and belief, the Subscriber's subscription monies are not in whole or in part, the proceeds of drug trafficking or other such criminal activity, nor do they represent, in whole or in part, directly or indirectly, such proceeds.

The Subscriber acknowledges that the Company, the Administrator or other service provider to the Company may be required by applicable laws and/or regulations to take further reasonable steps to establish the identity of the Subscriber or of any other person whom the Company, the Administrator or other service provider knows or has reason to believe is a person for whom or on whose behalf the Subscriber is acting, and the Subscriber undertakes to co-operate with and assist the Company, the Administrator or other service provider in relation to such steps and the Subscriber acknowledges that the Company, the Administrator or other service provider shall be held harmless and indemnified by the Subscriber against any loss arising as a result of a failure to process the Subscription Application if any information required by the Company, the Administrator or other service provider has not been provided by the Subscriber.

The Subscriber agrees that redemption payments will only be made to the account of the Subscriber at the remitting bank/financial institution or to another account in the Subscriber's name or, in the case of payment by cheque or draft, redemption payments will only be made payable to the registered Shareholder.

The Shareholder agrees that, where redemption requests made by the Shareholder are sent to the Administrator by facsimile, the Shareholder shall immediately send the original of such notice to the Administrator by post or by courier but that the Administrator shall, nonetheless, be entitled, but not obliged, to treat such facsimile notice at face value and to act thereon if the original has not arrived by the relevant Redemption Day. The Shareholder further agrees to indemnify and hold harmless the Administrator, its directors and other officers, servants, employees and agents from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses or disbursements of any kind or nature whatsoever (other than those resulting from the negligence, fraud or wilful default of the Administrator, its directors or other officers, servants, employees or agents in its treatment of such facsimile notice) which may be imposed on, incurred by or asserted against Administrator, its directors or other officers, servants, employees or agents in its treatment of such facsimile notice.

10 June 2020

Saturn Fund Ltd.